

# **City of Cincinnati**

801 Plum Street Cincinnati, Ohio 45202

# **CALENDAR**

# **Cincinnati City Council**

Wednesday, October 1, 2025

2:00 PM

Council Chambers, Room 300

#### REVISED

**ROLL CALL** 

#### PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

#### **MAYOR AFTAB**

# **Housing Advisory Board**

1. 202501783 APPOINTMENT, submitted by Mayor Aftab Pureval, I hereby appoint Ron

Stubblefield to the Housing Advisory Board for a term of four years. This appointment is submitted to City Council for its advice & consent pursuant to

its Rules. (Male/AA)

Recommendation CONFIRM

Sponsors: Mayor

**2.** <u>202501784</u> **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Kai

Lewars to the Housing Advisory Board for a term of four years. This

appointment is submitted to City Council for its advice & consent pursuant to

its Rules. (Male/AA)

Recommendation CONFIRM

**Sponsors:** Mayor

#### **Community Development Advisory Board**

**3.** <u>202501786</u> **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Gregory

Johnson to the Community Development Advisory Board for a term of three years. This appointment is submitted to City Council for its advice & consent

pursuant to its Rules. (Male/AA)

Recommendation CONFIRM

**Sponsors:** Mayor

# **MS. OWENS**

**4.** 202501810 **RESOLUTION**, submitted by Councilmember Owens, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** the 2025-2026 University of Cincinnati

Portman Center Undergraduate Fellows and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for their participation in the Portman Center for Policy Solutions fellowship program.

**Recommendation PASS** 

Sponsors: Owens

**5.** 202501820 **MOTION**, submitted by Councilmember Owens, **WE MOVE** that the City

Administration prepare a report within the next 30 days to provide updates on all projects that were recommended funding as part of the FY26/27 biennium budget. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT

ATTACHED).

**Recommendation BUDGET AND FINANCE COMMITTEE** 

Sponsors: Owens

#### **CITY MANAGER**

**6.** 202501604 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager,

on 10/1/2025, **AUTHORIZING** the City Manager to accept an in-kind donation of the use of office space, valued at up to \$50,000 per year, located in the Central Business District and/or Over-the-Rhine neighborhoods, from the Cincinnati Center City Development Corporation and Urban Sites to provide resources to support connecting community members with City services and

violence reduction efforts.

**Recommendation BUDGET AND FINANCE COMMITTEE** 

**Sponsors:** City Manager

7. 202501737 REPORT, dated 10/1/2025 submitted by Sheryl M. M. Long, City Manager, on

a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Solids and Stripes Billiard Club LLC, DBA Solids and Stripes Billiard Club, 602 Burns Street. (#10004485-1, New, D3) [Objections:

None]

Recommendation FILE

**Sponsors:** City Manager

**8.** 202501794 ORDINANCE submitted by Sheryl M. M. Long, City Manager, on 10/1/2025,

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant

of up to \$4,200,000 from the U.S. Department of Housing and Urban

Development Lead Hazard Reduction Grant Program (ALN 14.900) to provide resources for remediating lead-based paint hazards in eligible homes

throughout Cincinnati and addressing other health risks through the City's Healthy Homes program; and **AUTHORIZING** the Director of Finance to deposit up to \$3,960,000 into Lead Hazard Research Control Fund revenue account no. 387x8556 for lead hazard control and up to \$240,000 into Public Health Research Fund revenue account no. 350x8556 for Healthy Homes

initiatives.

**Recommendation** BUDGET AND FINANCE COMMITTEE

**Sponsors:** City Manager

**9.** <u>202501795</u> **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/1/2025,

**AUTHORIZING** the transfer and appropriation of \$49,750 from the

unappropriated surplus of Parking Meter Fund 303 to Enterprise Services Parking Meter Fund non-personnel operating budget account no.

303x248x7200 to provide resources to maintain and repair the outdoor dining

areas located within the public right-of-way.

**Recommendation BUDGET AND FINANCE COMMITTEE** 

Sponsors: City Manager

10. **ORDINANCE** (EMERGENCY) submitted by Sheryl M. M. Long, City Manager, 202501796

> on 10/1/2025, AUTHORIZING the City Manager to accept Cannabis Tax revenue from the State of Ohio; and AUTHORIZING the Director of Finance to

deposit the revenue into General Fund revenue account no. 050x8506.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

11. 202501797 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/1/2025,

> **AUTHORIZING** the City Manager to accept grant resources of \$57,000 from the Cincinnati Parks Foundation to fund construction of a comfort station at Lytle Park; AUTHORIZING the Director of Finance to deposit the grant resources into Park Miscellaneous Revenue and Special Activity Fund 326; **ESTABLISHING** new capital improvement program project account no. 980x203x262048, "Lytle Park Comfort Station," to provide resources to construct a comfort station at Lvtle Park: and AUTHORIZING the transfer and

appropriation of \$57,000 from the unappropriated surplus of Park

Miscellaneous Revenue and Special Activity Fund 326 to newly established capital improvement program project account no. 980x203x262048, "Lytle Park

Comfort Station," to provide resources for a comfort station at Lytle Park.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

12. **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 10/1/2025, 202501802

> **DEDICATING, ACCEPTING, AND CONFIRMING** the dedication to public use of an approximately 0.081-acre tract of real property as Langston Street, a public right-of-way for street purposes in the Over-the-Rhine neighborhood of

Cincinnati.

**Recommendation** BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

# CLERK OF COUNCIL

**13**. **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent 202501822

Matt Davis, Government Affairs, Founder, 225 E Fifth Street, Suite 1900,

Cincinnati, Ohio 45202. (ENERGY ALLIANCES)

Recommendation FILE

Sponsors: Clerk of Council

14. 202501823 **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent

Colleen Reynolds, Government Affairs, Partner, 225 E Fifth Street, Suite 1900,

Cincinnati, Ohio 45202. (ENERGY ALLIANCES)

Recommendation FILE

**Sponsors:** Clerk of Council

**15.** 202501824 **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent

Annalese Cahill, Government Affairs, Government Relations Manager, 225 E

Fifth Street, Suite 1900, Cincinnati, Ohio 45202. (ENERGY ALLIANCES)

Recommendation FILE

**Sponsors:** Clerk of Council

# **BUDGET AND FINANCE COMMITTEE**

**16.** 202501761 ORDINANCE (EMERGENCY) submitted by Sheryl M. M. Long, City Manager,

on 9/24/2025, **AUTHORIZING** the City Manager to apply for and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$60,000 to provide one full-time contracted position to carry out key portions of the

2023 Green Cincinnati Plan.

**Recommendation PASS EMERGENCY** 

<u>Sponsors:</u> City Manager

**17.** 202501762 ORDINANCE (EMERGENCY) submitted by Sheryl M. M. Long, City Manager,

on 9/24/2025, **AUTHORIZING** the transfer and appropriation of \$1,800,000 from the unappropriated surplus of Convention Center Fund 103 to Enterprise Services Convention Center Fund non-personnel operating budget account no. 103x243x7200 to provide resources for contractual service obligations and the termination of the current naming rights agreement for the Convention Center.

**Recommendation PASS EMERGENCY** 

**Sponsors:** City Manager

**18.** 202501775 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 9/24/2025,

**AUTHORIZING** the City Manager to accept and deposit a grant of up to \$17,347.50 from the Cincinnati Parks Foundation into Parks Private Endowment and Donations Fund 430 to reimburse the Cincinnati Parks

Department for litter removal expenses for Jackson Hill Park that were incurred

and paid for during FY 2025.

**Recommendation PASS** 

**Sponsors:** City Manager

**19.** 202501778 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 9/24/2025,

**ESTABLISHING** new capital improvement program project account no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949," to provide resources for making pedestrian safety improvements in the Downtown area known as "The Banks," through the construction of Accessible Pedestrian Signals ("APS") and ADA-compliant curb ramps ("PID 121949 project");

**AUTHORIZING** the City Manager to apply for, accept, appropriate, and deposit a Highway Safety Improvement Program (ALN 20.205) Systemic Safety grant awarded by the Ohio Department of Transportation ("ODOT") of up to

\$693,000 to newly established capital improvement program project account

no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949";

**AUTHORIZING** the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x239x262321, "Cin APS

FY27 Safety Grant PID 121949"; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT to complete the PID 121949 project.

#### **Recommendation PASS**

**Sponsors:** City Manager

**20**. 202501779

**ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/24/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) to plan and implement emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

#### **Recommendation PASS EMERGENCY**

**Sponsors:** City Manager

**21.** 202501780

**ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 9/25/2025, **AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$142,500 from the Cincinnati Parks Foundation to Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, "French Park Conservation Grant," to provide resources for trail improvements and invasive species removal at French Park; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, "French Park Conservation Grant."

# **Recommendation** PASS

**Sponsors:** City Manager

**22.** 202501781

**ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 9/24/2025, **AUTHORIZING** the City Manager to apply for a grant of up to \$1,500,000 from the U.S. Fish and Wildlife Service Boating Infrastructure Grant Program (ALN 15.622), as administered by the Ohio Department of Natural Resources Division of Watercraft, to construct a boat dock for transient vessels at the Public Landing in Downtown Cincinnati.

# **Recommendation PASS**

**Sponsors:** City Manager

**23.** 202501782

**ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 9/24/2025, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 209 Limited, a subsidiary of Urban Sites, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1425 Main Street, 209 Woodward Street and 1227 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of three existing buildings to into approximately 16,498 square feet of residential space, consisting of seventeen residential units, and approximately 2,680 square feet of commercial space, consisting of two commercial units, at a total remodeling cost of approximately \$4,200,000.

#### **Recommendation PASS EMERGENCY**

**Sponsors:** City Manager

**24.** 202501789 **COMMUNICATION**, submitted by the Clerk of Council, from Rachel Hastings,

Chair, Downtown Cincinnati Improvement District Assessment Equalization

Board, regarding the Board's recommendations regarding objections.

Recommendation APPROVE & FILE

**Sponsors:** Clerk of Council

**25.** 202501793 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager,

on 10/1/2025, **AUTHORIZING** the City Manager to execute a Funding Agreement with Corryville Community Development Corporation to facilitate acquisition of real property located in the Corryville neighborhood of Cincinnati;

**AUTHORIZING** the transfer and appropriation of \$1,350,903 from the unappropriated surplus of Corryville Equivalent Fund 488 (Corryville TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 488x164x7200 to provide

resources for the acquisition of real property; **AUTHORIZING** the transfer and appropriation of \$120,000 from the unappropriated surplus of Corryville

Equivalent Fund 488 (Corryville TIF District) to the Department of Community

and Economic Development personnel operating budget account no.

488x164x7100 to provide staffing resources in support of the acquisition of real property in the Corryville neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the acquisition of real property to be a public purpose and constitute a "Public Infrastructure Improvement" (as defined in Ohio Revised Code Section 5709.40(A)(8)) that

Improvement" (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 9-Corryville TIF District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through

5709.43 (Subject to the Temporary Prohibition List

<a href="https://www.cincinnati-oh.gov/law/ethics/city-business">https://www.cincinnati-oh.gov/law/ethics/city-business%3e).></a>

#### **Recommendation PASS EMERGENCY**

**Sponsors:** City Manager

**26.** 202501800 ORDINANCE (EMERGENCY) submitted by Sheryl M. M. Long, City Manager,

on 9/29/2025, APPROVING the report of the Downtown Cincinnati

Improvement District Assessment Equalization Board dated September 22.

2025.

**Recommendation PASS EMERGENCY** 

**Sponsors:** City Manager

**27.** 202501799 ORDINANCE (EMERGENCY) submitted by Sheryl M. M. Long, City Manager,

on 9/29/2025, **DETERMINING** to proceed with the assessment of properties in the Downtown Cincinnati Improvement District to implement the 2026-2029 services plan for the district in accordance with Section 727.23 and Chapter

1710 of the Ohio Revised Code.

**Recommendation PASS EMERGENCY** 

**Sponsors:** City Manager

**28.** 202501798 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager,

on 9/29/2025, **TO LEVY** special assessments to pay for the costs of implementing the 2026-2029 services plan for the Downtown Cincinnati Improvement District in accordance with Section 727.25 and Chapter 1710 of the Ohio Revised Code.

**Recommendation PASS EMERGENCY** 

**Sponsors:** City Manager

# SUPPLEMENTAL ITEMS

# **PUBLIC SAFETY & GOVERNANCE COMMITTEE**

29. 202501776 ORDINANCE, submitted by Sheryl M. M. Long, City Manager, MODIFYING

Chapter 723, "Streets and Sidewalks, Use Regulations," by **ORDAINING** new Section 723-91, "Trespass in a Transit Center Zone," and by **AMENDING** Section 723-26, "Designated Transit Zone," to promote the safe and efficient

operation of the regional transit system in the public right-of-way.

**Recommendation PASS** 

**Sponsors:** City Manager

**ANNOUNCEMENTS** 

Adjournment



September 2025

#### **APPOINTMENT**

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



September 2025

#### **APPOINTMENT**

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



September 2025

#### **APPOINTMENT**

I hereby appoint Gregory Johnson to the Community Development Advisory Board for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Date: October 1, 2025

To:

Councilmember Meeka D. Owens

From:

Emily Smart Woerner, City Solicitor

Subject:

Resolution - Recognizing UC Portman Fellows

Transmitted herewith is a resolution captioned as follows:

**RECOGNIZING** the 2025–2026 University of Cincinnati Portman Center Undergraduate Fellows and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for their participation in the Portman Center for Policy Solutions fellowship program.

EESW/JWF(dbr) Attachment 4899-9730-8268

DESCRIPTION OF THE	
RESOLUTION NO.	- 2025



**RECOGNIZING** the 2025–2026 University of Cincinnati Portman Center Undergraduate Fellows and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for their participation in the Portman Center for Policy Solutions fellowship program.

WHEREAS, the University of Cincinnati Portman Center for Policy Solutions encourages civility, bipartisanship, and finding common ground to achieve policy solutions; and

WHEREAS, the Portman Center Undergraduate Fellows are participating in a program committed to cultivating student civic leaders with demonstrated potential to make an impact on the University of Cincinnati's campus, in Cincinnati, and across the country; and

WHEREAS, the City is committed to empowering young, talented people to pursue careers in and around the public sector; and

WHEREAS, the University of Cincinnati is a key contributor to Cincinnati's incoming workforce and remains a strong partner to the City through public policy initiatives; and

WHEREAS, the City is thrilled to welcome the Portman Center Fellows to learn about local government and potentially pursue careers in Cincinnati; now, therefore,

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

Section 1. That the Mayor and Council hereby recognize the 2025–2026 University of Cincinnati Portman Center Undergraduate Fellows for their participation in the Portman Center for Policy Solutions fellowship program.

Section 2. That this resolution be spread upon the minutes of Council and that copies be provided to the 2025–2026 University of Cincinnati Portman Center Undergraduate Fellows through the office of Councilmember Meeka Owens.

Passed:	, 2025	
		Aftab Pureval, Mayor
Attest:Cle		

# City of Cincinnati



801 Plum Street, Suite 348 Cincinnati, Ohio 45202

Phone: (513) 352-3466

Email: meeka.owens@cincinnati-oh.gov

Web: www.cincinnati-oh.gov

200501900

Meeka D. Owens Cincinnati City Council

September 29th, 2025

# MOTION - Quarterly Updates on Cincy on Track Projects

**WE MOVE** that the City Administration prepare a report within the next 30 days to provide updates on all projects that were recommended funding as part of the FY26/27 biennium budget. This report should include all active projects, future projects, and estimated completion dates.

**FURTHER WE MOVE** that a quarterly update be provided to the Climate, Environment, and Infrastructure Committee by the City Administration regarding the requests afore mentioned.

#### **STATEMENT**

In 2023, Cincinnati voters approved the sale of the Cincinnati Southern Railroad. Since then, this Council and the City Administration have worked in partnership to usher those funds into the community in the FY26 budget. This was the first time since the sale the funds have been used.

However, in a goal to improve transparency of those funds and the projects of which they are direct toward; we ask that the administration provide an update within 30 days and consistently bring updates to this Council via the Climate, Environment, and Infrastructure Committee regarding the status of all projects.

Councilmember Meeka D. Owens



October 1, 2025

**To:** Members of the Budget and Finance Committee

202501604

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance - CMO: In-Kind Office Space Donation

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept an in-kind donation of the use of office space, valued at up to \$50,000 per year, located in the Central Business District and/or Over-the-Rhine neighborhoods, from the Cincinnati Center City Development Corporation and Urban Sites to provide resources to support connecting community members with City services and violence reduction efforts.

This Emergency Ordinance authorizes the City Manager to accept an in-kind donation of the use of office space, valued at up to \$50,000 per year, located in the Central Business District (CBD) and/or Over-the-Rhine (OTR) neighborhoods, from the Cincinnati Center City Development Corporation (3CDC) and Urban Sites to provide resources to support connecting community members with City services and violence reduction efforts.

The space will serve as a welcoming, accessible hub where community members can connect directly with the City violence reduction efforts, services, and programs. The space will function as both a community living room and an operational base for staff, partners, and outreach teams, providing consistent presence, relationship-building, and problem-solving in the Central Business District and/or Over-the-Rhine neighborhoods.

Accepting this in-kind donation does not require new FTEs/full time equivalents or matching resources.

Accepting the donation of office space to provide resources to support connecting community members with City services and violence reduction efforts is in accordance with the "Live" goal to "[c]reate a more livable community" and strategy to "[s]upport and stabilize our neighborhoods," as described on pages 156-162 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to utilize the donated office space to support connecting community members with City services and violence reduction efforts as soon as possible.

The Administration recommends passage of this Emergency Ordinance.

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



#### **EMERGENCY**

**JWF** 

- 2025

**AUTHORIZING** the City Manager to accept an in-kind donation of the use of office space, valued at up to \$50,000 per year, located in the Central Business District and/or Over-the-Rhine neighborhoods, from the Cincinnati Center City Development Corporation and Urban Sites to provide resources to support connecting community members with City services and violence reduction efforts.

WHEREAS, the use of office space, valued at up to \$50,000 per year, will be donated to the City by the Cincinnati Center City Development Corporation and Urban Sites; and

WHEREAS, the donated space will serve as a welcoming, accessible hub where community members can connect directly with City violence reduction efforts, services, and programs, and will function as both a community living room and an operational base for staff, partners, and outreach teams, providing consistent presence, relationship-building, and problem-solving in the Central Business District and/or Over-the-Rhine neighborhoods; and

WHEREAS, accepting this in-kind donation does not require matching funds, and there are no new FTEs/full time equivalents associated with acceptance of this donation; and

WHEREAS, accepting an in-kind donation of office space to provide resources to support connecting community members with City services and violence reduction efforts is in accordance with the "Live" goal to "[c]reate a more livable community" and strategy to "[s]upport and stabilize our neighborhoods" as described on pages 156-162 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 an in-kind donation of the use of office space, valued at up to \$50,000 per year, located in the Central Business District and/or Over-the-Rhine neighborhoods, from the Cincinnati Center City Development Corporation and Urban Sites to provide resources to support connecting community members with City services and violence reduction efforts.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to utilize the donated office space to support connecting community members with City services and violence reduction efforts as soon as possible.

Passed:		, 2025	
			Aftab Pureval, Mayor
Attest:			
	Clerk		



Date: October 1, 2025

To:

Mayor and Members of City Council

From:

Sheryl M. M. Long, City Manager

202501737

Subject: Liquor License - NEW

#### FINAL RECOMMENDATION REPORT

OBJECTIONS:

The Cincinnati Police Department

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

APPLICATION:

10004485-1

PERMIT TYPE:

NEW

CLASS:

D3

NAME:

SOLIDS AND STRIPES BILLIARD CLUB LLC

DBA:

SOLIDS AND STRIPES BILLIARD CLUB

602 BURNS STREET

CINCINNATI OH 45204

As of today's date, the Buildings and Inspections Department has declined comment on this application.

On August 21, 2025, the Lower Price Hill Community Council was notified and do not object.

Police Department Recommendation

No Objection

David M. Laing, Assistant City Prosecutor

Law Department - Recommendation

XObjection

No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: October 10, 2025.



Date: August 29, 2025

To:

Colonel Teresa A Theetge, Police Chief

From:

Police Specialist Jeff Wieczorkowski, District Three Neighborhood Liaison Unit

Copies to:

Subject: RENEWAL, TRANSFER OR ISSUANCE OF LIQUOR LICENSES

PATROL BUREAU MEMO #: 25-340

DISTRICT INVESTIGATING LIQUOR PERMIT PREMISE: District Three

PERMIT #: 10004485-1

TYPE OF PERMIT APPLIED FOR: New

PERMIT NAME & ADDRESS:

Name:	Solids and Stripes Billiard Club LLC	
Address:	602 Burns Street Cincinnati Ohio 45204	

#### APPLICANTS NAME(S): Damon Fishback

#### INSPECTION / INVESTIGATION INFORMATION:

Officer:	Jeff Wieczorkowski
Date:	8/29/2025
Findings:	There is no address of 602 Burns Street listed on the Hamilton County Auditor's Page. I reached out by telephone to the Applicant, but he did not return my call after a voicemail was left. No inspection was able to be completed due to the aforementioned reasons. I reached out by telephone to the LPH community council president and left a voicemail. I also sent an email, but have not received an answer at the time of this memo.

#### COMMUNITY COUNCIL NOTIFIED:

Name 1: Kimmi Thomas	Date: 8/29/20	Notified by: email
Phone: (513)702-5302	E-mail: kimmi.washl	burn@gmail.com
Name 2:	Date:	Notified by: (select from menu)
Phone:	E-mail:	

#### DISPOSITION OF THE COMMUNITY COUNCIL:

THE OF ITATIONS	Dan		_	
NO OBJECTIONS	OBJECTION: Attached	Letter with	Community	Council Letterhead



Date: October 1, 2025

202501737

To:

Mayor and Members of City Council

From:

Sheryl M. M. Long, City Manager

Subject: Liquor License - NEW

#### FINAL RECOMMENDATION REPORT

OBJECTIONS:

The Cincinnati Police Department

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

APPLICATION:

10004485-1

PERMIT TYPE:

MEW

CLASS:

D3

NAME:

SOLIDS AND STRIPES BILLIARD CLUB LLC

DBA:

SOLIDS AND STRIPES BILLIARD CLUB

602 BURNS STREET CINCINNATI OH 45204

As of today's date, the Buildings and Inspections Department has declined comment on this application.

On August 21, 2025, the Lower Price Hill Community Council was notified and do not object.

No Objection

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

(XObjection

No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: October 10, 2025.



August 29, 2025

To:

Colonel Teresa A Theetge, Police Chief

From: Police Specialist Jeff Wieczorkowski, District Three Neighborhood Liaison Unit

Copies to:

Subject: RENEWAL, TRANSFER OR ISSUANCE OF LIQUOR LICENSES

PATROL BUREAU MEMO #: 25-340

DISTRICT INVESTIGATING LIQUOR PERMIT PREMISE: District Three

PERMIT #: 10004485-1

TYPE OF PERMIT APPLIED FOR: New

PERMIT NAME & ADDRESS:

Name:	Solids and Stripes Billiard Club LLC	
Address:	602 Burns Street Cincinnati Ohio 45204	

# APPLICANTS NAME(S): Damon Fishback

## INSPECTION / INVESTIGATION INFORMATION:

Officer:	Jeff Wieczorkowski
Date:	8/29/2025
Findings:	There is no address of 602 Burns Street listed on the Hamilton County Auditor's Page. I reached out by telephone to the Applicant, but he did not return my call after a voicemail was left. No inspection was able to be completed due to the aforementioned reasons. I reached out by telephone to the LPH community council president and left a voicemail. I also sent an email, but have not received an answer at the time of this memo.

# COMMUNITY COUNCIL NOTIFIED:

Name 1: Kimmi Thomas	TV TV CI	Date: 8/29/2025	Notified by: email
Phone: (513)702-5302	E-mai	l: kimmi.washburn@	gmail.com
Name 2:	*	Date:	Notified by: (select from menu)
Phone:	E-mail	:	

#### DISPOSITION OF THE COMMUNITY COUNCIL:

☐NO OBJECTIONS	OBJECTION: Attached Letter with Community Council Letterhead
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October 1, 2025

To: Mayor and Members of City Council

202501794

From: Sheryl M. M. Long, City Manager

Subject: Ordinance - Health: U.S. Department of Housing and Urban

Development (HUD) - Lead Hazard Reduction Grant

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$4,200,000 from the U.S. Department of Housing and Urban Development Lead Hazard Reduction Grant Program (ALN 14.900) to provide resources for remediating lead-based paint hazards in eligible homes throughout Cincinnati and addressing other health risks through the City's Healthy Homes program; and **AUTHORIZING** the Director of Finance to deposit up to \$3,960,000 into Lead Hazard Research Control Fund revenue account no. 387x8556 for lead hazard control and up to \$240,000 into Public Health Research Fund revenue account no. 350x8556 for Healthy Homes initiatives.

Approval of this Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$4,200,000 from the U.S. Department of Housing and Urban Development Lead Hazard Reduction Grant Program (ALN 14.900) to provide resources for remediating lead-based paint hazards in eligible homes throughout Cincinnati and addressing other health risks through the City's Healthy Homes program. This Ordinance further authorizes the Finance Director to deposit up to \$3,960,000 into Lead Hazard Research Control Fund revenue account no. 387x8556 for lead hazard control and up to \$240,000 into Public Health Research Fund revenue account no. 350x8556 for Healthy Homes initiatives.

Grant resources of up to \$3,960,000 will be utilized in the Childhood Lead Poisoning Prevention Program to help identify and fix lead-based paint hazards in eligible privately owned homes, whether they are owner-occupied or rental units. Additionally, grant resources of up to \$240,000 will be utilized in the Healthy Homes program to identify and address other health and safety hazards in the same homes being treated for lead hazards.

The City applied for the grant on August 15, 2025, but no grant funds will be accepted without approval from the City Council. There are no new FTEs/full time equivalents associated with this grant, but it does require a ten percent local match of up to \$420,000, which will be provided as an in-kind match of staff time.

Remediating lead-based health and safety hazards in homes throughout Cincinnati 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



**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$4,200,000 from the U.S. Department of Housing and Urban Development Lead Hazard Reduction Grant Program (ALN 14.900) to provide resources for remediating lead-based paint hazards in eligible homes throughout Cincinnati and addressing other health risks through the City's Healthy Homes program; and **AUTHORIZING** the Director of Finance to deposit up to \$3,960,000 into Lead Hazard Research Control Fund revenue account no 387x8556 for lead hazard control and up to \$240,000 into Public Health Research Fund revenue account no. 350x8556 for Healthy Homes initiatives.

WHEREAS, a grant of up to \$4,200,000 is available from the U.S. Department of Housing and Urban Development Healthy Homes Production Grant program to help communities like Cincinnati identify and remediate housing-related health and safety hazards, including lead-based paint and other risks, to create safer and healthier homes for low-income families; and

WHEREAS, up to \$3,960,000 of grant funds will be utilized in the Childhood Lead Poisoning Prevention Program to help identify and fix lead-based paint hazards in eligible privately owned homes, whether they are owner-occupied or rental units; and

WHEREAS, up to \$240,000 of grant funds will be utilized in the Healthy Homes program to identify and address other health and safety hazards in the same homes being treated for lead hazards; and

WHEREAS, the City applied for the grant on August 15, 2025, but no funds will be accepted without approval by Council; and

WHEREAS, the grant requires a ten percent local match of up to \$420,000, which will be provided as an in-kind match of staff time; and

WHEREAS, there are no new FTEs/full time equivalents associated with the grant; and

WHEREAS, remediating lead-based health and safety hazards in homes throughout Cincinnati 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 \$4,200,000 from the U.S. Department of Housing and Urban Development Lead Hazard Reduction Grant Program (ALN 14.900) to provide resources for remediating lead-based paint

hazards in eligible homes throughout Cincinnati and addressing other health risks through the City's Healthy Homes program.

Section 2. That the Director of Finance is authorized to deposit up to \$3,960,000 into Lead Hazard Research Control Fund 387x8556 for lead hazard control and up to \$240,000 into Public Health Research Fund revenue account no. 350x8556 for Healthy Homes initiatives.

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:	
	Aftab Pureval, Mayor
Attest:Clerk	



October 1, 2025

To: Mayor and Members of City Council

202501795

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance - Enterprise Services: FY 2026 Parking

Meter Fund 303 Outdoor Dining Budget Adjustment

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the transfer and appropriation of \$49,750 from the unappropriated surplus of Parking Meter Fund 303 to Enterprise Services Parking Meter Fund non-personnel operating budget account no. 303x248x7200 to provide resources to maintain and repair the outdoor dining areas located within the public right-of-way.

This Emergency Ordinance authorizes the transfer and appropriation of \$49,750 from the unappropriated surplus of Parking Meter Fund 303 to Enterprise Services Parking Meter Fund non-personnel operating budget account no. 303x248x7200 to provide resources to maintain and repair the outdoor dining areas located within the public right-of-way.

In 2020, the City instituted an outdoor dining "parklet" program, which allowed local businesses to expand their business operations into the public right-of-way in certain approved locations previously used as street parking spaces. In 2025, the City established an annual fee to cover the costs of management and oversight related to the parklet program, with the fee revenue collected and deposited into Parking Meter Fund 303.

The City contracted with the Cincinnati Center City Development Corporation ("3CDC") to oversee the use and management of the parklets. 3CDC performs management and oversight services, including maintaining and repairing the outdoor dining areas located in the parklets. The Enterprise Services Parking Meter Fund non-personnel operating budget requires an adjustment to meet the operational needs due to the revenue collected.

The reason for the emergency is the immediate need to adjust appropriations to meet operational needs due to revenue collected for these services.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

#### **EMERGENCY**

**MSS** 

- 2025

**AUTHORIZING** the transfer and appropriation of \$49,750 from the unappropriated surplus of Parking Meter Fund 303 to Enterprise Services Parking Meter Fund non-personnel operating budget account no. 303x248x7200 to provide resources to maintain and repair the outdoor dining areas located within the public right-of-way.

WHEREAS, in 2020, the City instituted an outdoor dining "parklet" program that allowed local businesses to expand their operations into the public right-of-way in certain approved locations previously used as street parking spaces; and

WHEREAS, in 2025, the City established an annual fee to provide resources for management and oversight of the parklet program, with the fee revenue deposited into Parking Meter Fund 303; and

WHEREAS, the City contracted with the Cincinnati Center City Development Corporation ("3CDC") to oversee use and management of the parklets; and

WHEREAS, 3CDC performs management and oversight services, including maintaining and repairing the outdoor dining areas located in the parklets; and

WHEREAS, the Enterprise Services Parking Meter Fund non-personnel operating budget requires adjustment to meet operational needs due to the revenue collected; now, therefore,

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

Section 1. That the transfer and appropriation of \$49,750 from the unappropriated surplus of Parking Meter Fund 303 to Enterprise Services Parking Meter Fund non-personnel operating budget account no. 303x248x7200 is authorized to provide resources to maintain and repair the outdoor dining areas located within the public right-of-way.

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

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

the immediate need to adjust engrapsiati	ons to most on	arational needs due to revenue collected fo
the immediate need to adjust appropriate	ons to meet op	erational needs due to revenue collected fo
these services.		
Passed:	, 2025	
	<u>-</u>	
		Aftab Pureval, Mayor
Attest:		
Clerk		



October 1, 2025

To: Mayor and Members of City Council

202501796

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance - Finance: Cannabis Tax Revenue from

the State of Ohio

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept Cannabis Tax revenue from the State of Ohio; and **AUTHORIZING** the Director of Finance to deposit the revenue into General Fund revenue account no. 050x8506.

Approval of this Emergency Ordinance authorizes the City to accept Cannabis Tax revenue from the State of Ohio. This Emergency Ordinance further authorizes the Finance Director to deposit the revenue into General Fund revenue account no. 050x8506.

In 2023, Ohio voters approved a ballot initiative legalizing the sale, possession, and use of recreational cannabis by adults. Pursuant to Ohio Revised Code (ORC) Section 3780.22, the State of Ohio levies a ten percent tax on the consumer sale of marijuana.

As a designated host community, the City of Cincinnati is entitled to receive thirty-six percent of the tax revenue generated by adult-use dispensaries operating within its jurisdiction. Payments to municipalities are scheduled for disbursement at the end of the month following each calendar-year quarter, as outlined in Ohio Auditor of State Bulletin 2025-003. These funds may be used by the City for any approved purpose and are therefore considered General Fund revenue.

Accepting and depositing Cannabis Tax revenue from the State of Ohio is in accordance with the "Sustain" goal to "[m]anage our financial resources" as described on pages 199-205 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept Cannabis Tax revenue from the State of Ohio.

The Administration recommends passage of this Emergency Ordinance.

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



#### **EMERGENCY**

**AEP** 

- 2025

**AUTHORIZING** the City Manager to accept Cannabis Tax revenue from the State of Ohio; and **AUTHORIZING** the Director of Finance to deposit the revenue into General Fund revenue account no. 050x8506.

WHEREAS, in 2023, Ohio voters approved a ballot initiative authorizing the sale, possession, and use of recreational cannabis by adults; and

WHEREAS, pursuant to R.C. Section 3780.22, the State of Ohio levies a ten percent tax on the consumer sale of marijuana; and

WHEREAS, as a host community, the City is entitled to receive 36 percent of the tax revenue generated by adult-use dispensaries in the City of Cincinnati from the State of Ohio ("Cannabis Tax revenue"); and

WHEREAS, according to the Ohio Auditor of State Bulletin 2025-003, payments to municipalities will be made at the end of the month following each calendar year quarter; and

WHEREAS, these funds may be used by the City for any approved purpose, and are therefore considered General Fund revenue; and

WHEREAS, accepting and depositing Cannabis Tax revenue from the State of Ohio is in accordance with the "Sustain" goal to "[m]anage our financial resources" as described on pages 199-205 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 Cannabis Tax revenue from the State of Ohio.

Section 2. That the Director of Finance is authorized to deposit the revenue into General Fund revenue account no. 050x8506.

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 accept Cannabis Tax revenue from the State of Ohio.

Passed:		, 2025	
			Aftab Durayal Mayor
			Aftab Pureval, Mayor
Attest:	Clerk		



October 1, 2025

To: Mayor and Members of City Council

202501797

From: Sheryl M. M. Long, City Manager

Subject: Ordinance - Parks: Lytle Park Comfort Station Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to accept grant resources of \$57,000 from the Cincinnati Parks Foundation to fund construction of a comfort station at Lytle Park; AUTHORIZING the Director of Finance to deposit the grant resources into Park Miscellaneous Revenue and Special Activity Fund 326; ESTABLISHING new capital improvement program project account no. 980x203x262048, "Lytle Park Comfort Station," to provide resources to construct a comfort station at Lytle Park; and AUTHORIZING the transfer and appropriation of \$57,000 from the unappropriated surplus of Park Miscellaneous Revenue and Special Activity Fund 326 to newly established capital improvement program project account no. 980x203x262048, "Lytle Park Comfort Station," to provide resources for a comfort station at Lytle Park.

Approval of this Ordinance authorizes the following:

- 1. The City Manager to accept grant resources of \$57,000 from the Cincinnati Parks Foundation to construct a comfort station at Lytle Park;
- 2. The Director of Finance to deposit the grant resources into Parks Miscellaneous Revenue and Special Activity Fund 326;
- 3. The establishment of new capital improvement program project account no. 980x203x262048, "Lytle Park Comfort Station," to provide resources to construct a comfort station at Lytle Park; and
- 4. The transfer and appropriation of \$57,000 from the unappropriated surplus of Park Miscellaneous Revenue and Special Activity Fund 326 to the newly established capital improvement program project account.

This grant does not require matching funds or new FTEs/full time equivalents.

Construction of a comfort station at Lytle Park aligns with the "Sustain" goal to "[p]reserve our natural and built environment" and the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and the strategy to "[u]nite our communities" as described on pages 193-195 and 209-211 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



AUTHORIZING the City Manager to accept grant resources of \$57,000 from the Cincinnati Parks Foundation to fund construction of a comfort station at Lytle Park; AUTHORIZING the Director of Finance to deposit the grant resources into Park Miscellaneous Revenue and Special Activity Fund 326; ESTABLISHING new capital improvement program project account no. 980x203x262048, "Lytle Park Comfort Station," to provide resources to construct a comfort station at Lytle Park; and AUTHORIZING the transfer and appropriation of \$57,000 from the unappropriated surplus of Park Miscellaneous Revenue and Special Activity Fund 326 to newly established capital improvement program project account no. 980x203x262048, "Lytle Park Comfort Station," to provide resources for a comfort station at Lytle Park.

WHEREAS, the Parks Department applied for and was awarded a grant of \$57,000 from the Cincinnati Parks Foundation to fund construction of a comfort station at Lytle Park; and

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

WHEREAS, construction of a comfort station at Lytle Park aligns with the "Sustain" goal to "[p]reserve our natural and built environment" and the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and the strategy to "[u]nite our communities" as described on pages 193-195 and 209-211 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 grant resources of \$57,000 from the Cincinnati Parks Foundation to fund construction of a comfort station at Lytle Park.

Section 2. That the Director of Finance is authorized to deposit the grant resources into Park Miscellaneous Revenue and Special Activity Fund 326.

Section 3. That new capital improvement program project account no. 980x203x262048, "Lytle Park Comfort Station," is established to provide resources to construct a comfort station at Lytle Park.

Section 4. That the transfer and appropriation of \$57,000 from the unappropriated surplus of Park Miscellaneous Revenue and Special Activity Fund 326 to newly established

capital improvement program project account no. 980x203x262048, "Lytle Park Comfort Station," is authorized to provide resources for a comfort station at Lytle Park.

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

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

Passed:		
		Aftab Pureval, Mayor
Attest:	Clerk	



Date: October 1, 2025

To: Mayor and Members of City Council 202501802

From: Sheryl M. M. Long, City Manager

Subject: ORDINANCE – ACCEPTING AND CONFIRMING DEDICATION OF THE A PORTION

OF LANGSTON STREET

Attached is an ordinance captioned as follows:

DEDICATING, ACCEPTING, AND CONFIRMING the dedication to public use of an approximately 0.081-acre tract of real property as Langston Street, a public right-of-way for street purposes in the Over-the-Rhine neighborhood of Cincinnati.

The City of Cincinnati has dedicated to public use approximately 0.081-acre tract of real property in the Over-the-Rhine neighborhood as a portion of the Langston Street public right-of-way.

The Office of the City Engineer has examined the Dedication Plat as to its technical features and found it to be correct.

The City Planning Commission approved the Dedication Plat at its meeting on April 4, 2025.

The Administration recommends passage of the attached ordinance.

Attachment I – Dedication Plat Attachment II – Legal Description

cc: Greg Long, Interim Director, Transportation and Engineering

**DEDICATING, ACCEPTING, AND CONFIRMING** the dedication to public use of an approximately 0.081-acre tract of real property as Langston Street, a public right-of-way for street purposes in the Over-the-Rhine neighborhood of Cincinnati.

WHEREAS, the Board of County Commissioners of Hamilton County, Ohio, an Ohio political subdivision ("County"), by and through its duly authorized representative, desires to dedicate to public use an approximately 0.081-acre tract of real property ("Dedication Property") as Langston Street as public right-of-way for street purposes by a plat attached to this ordinance as Attachment A and incorporated herein by reference ("Dedication Plat"); and

WHEREAS, Roger E. Friedmann, a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney's Certificate of Title dated March 14, 2025, certifying that the County holds title to the Dedication Property depicted on the Dedication Plat in fee simple, with full power to convey, subject to certain encumbrances, including real estate taxes not yet due and payable, and that the Law Department's Real Estate Services Division has reviewed the encumbrances and Dedication Plat and found that the County has made satisfactory provision for the subordination of any encumbrances and payment of all real estate taxes and assessments; and

WHEREAS, the office of the City Engineer has examined and checked the Dedication Plat as to its technical features and found it to be correct; and

WHEREAS, the City Planning Commission approved the Dedication Plat and the dedication of Langston Street to public use as public right-of-way for street purposes at its meeting on April 4, 2025; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the City's Department of Transportation and Engineering, recommends that Council accept and confirm the dedication of the Dedication Property as the Langston Street public right-of-way for street purposes; now, therefore,

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

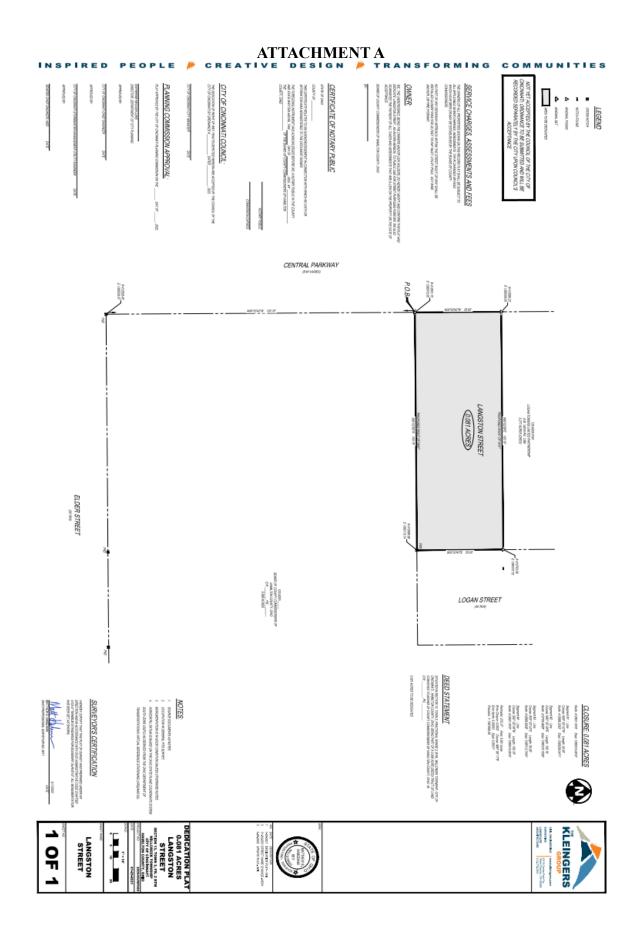
Section 1. That the dedication to public use of an approximately 0.081-acre tract of real property in Over-the-Rhine as the Langston Street public right-of-way for street purposes, as depicted on the plat attached to this ordinance as Attachment A (Dedication Plat) and incorporated herein by reference and described more particularly in the legal description attached to this ordinance as Attachment B (Legal Description), is hereby accepted and confirmed.

Section 2. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the terms of this ordinance, including without limitation the execution of any and all ancillary agreements, deeds, plats, or other real estate documents, as deemed necessary or appropriate by the City Manager.

Section 3. That the City Solicitor shall cause an authenticated copy of this ordinance to be filed with the Hamilton County, Ohio Auditor's Office and recorded in the Hamilton County, Ohio Recorder's Office.

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

Passed:	, 2025	
		A ftab Durayal Mayor
		Aftab Pureval, Mayor
Attest:Clo	erk	



#### ATTACHMENT B

### Legal Description 0.081 Acres Langston Street Dedication

Situated in Section 13, Town 3, Fractional Range 2, BTM, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, being part of a 0.996 acre tract of land conveyed to the Board of County Commissioners of Hamilton County, Ohio in O.R. 15009 Pg. 761, the boundary of which being more particularly described as follows:

Beginning at a mag nail set in the east right of way line of Central Parkway, being N09°53'42"W a distance of 125.16 feet from the intersection with the north right of way line of Elder Street;

Thence along said east right of way line, N09°53'42"W a distance of 35.00 feet to a mag nail found at the southwest corner of a 0.277 acre (deed) tract of land conveyed to Logan Towers Limited Partnership in O.R. 14016 Pg. 1396:

Thence along the south line of said 0.277 acre (deed) tract of land, N80°02'08"E a distance of 100.19 feet to a magnail found in the west right of way line of Logan Street:

Thence along the west right of way line of Logan Street, S09°53'43"E a distance of 35.00 feet to a cross notch found in the north line of the aforementioned 0.996 acre (deed) tract

Thence through said 0.996 acre tract, along the proposed south right of way line, S80°02'08"W a distance of 100.19 feet to the Point of Beginning.

Containing 0.081 acres of land, more or less and being subject to easements, restrictions and rights of way record.

Bearings are based on the Ohio State Plane Coordinate System South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing System (VRS)(NAD 83)

The above description is based on a field survey performed by The Kleingers Group in July 2021 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

OF

MATTHEW D

HAREDANK

GISTER

Matthew D. Habedank

4907-1947-0166, v. 1

Ohio Professional Surveyor No. 8611

3/08/2022

Date

### Carrion, Lisa

2025 0 1822

From:

ClerkOfCouncilEmail

Sent:

Friday, September 26, 2025 3:59 PM

To:

Carrion, Lisa

Subject:

FW: Cincinnati City Council - Lobbyist Registration Form

From: webapp@cincinnati-oh.gov <webapp@cincinnati-oh.gov>

Sent: Friday, September 26, 2025 2:57 PM

**To:** ClerkOfCouncilEmail <clerkofcouncil@cincinnati-oh.gov> **Subject:** Cincinnati City Council - Lobbyist Registration Form

Submitted: 09/26/2025

**APPLICATION TYPE: Registration** 

LOBBYIST COMPANY NAME: DSD Advisors LLC

LOBBYIST FNAME: Matt LOBBYIST LNAME: Davis

LOBBYIST ADDRESS: 255 E Fifth Street 1900, Cincinnati, Ohio 45202

**LOBBYIST PHONE:** 5139778460

LOBBYIST EMAIL: matt.davis@dsdadvisorsllc.com LOBBYIST OCCUPATION: Government Affairs

**LOBBYIST POSITION:** Founder

CLIENT COMPANY NAME: Energy Alliances Inc.

CLIENT FNAME: Daniel CLIENT LNAME: Deters

CLIENT ADDRESS: 8469 Blue Ash Rd #1 Cincinnati, OH 45236

**CLIENT PHONE:** (513) 794-5555

CLIENT EMAIL: ddeters@energyalliances.com

**CLIENT BUSINESS:** Energy/Utilities

**LEGISLATION TYPE:** Other

**LEGISLATION TYPE\_OTHER:** Vendor agreement **LEGISLATION DESCRIPTION:** Energy aggregation

**CERTIFY:** Yes

**SIGNATURE:** Matt Davis

\_\_\_\_\_\_\_

### Carrion, Lisa

000501823

From: ClerkOfCouncilEmail

Sent: Friday, September 26, 2025 3:59 PM

To: Carrion, Lisa

Subject: FW: Cincinnati City Council - Lobbyist Registration Form

From: webapp@cincinnati-oh.gov <webapp@cincinnati-oh.gov>

Sent: Friday, September 26, 2025 2:59 PM

**To:** ClerkOfCouncilEmail <clerkofcouncil@cincinnati-oh.gov> **Subject:** Cincinnati City Council - Lobbyist Registration Form

Submitted: 09/26/2025

**APPLICATION TYPE: Registration** 

LOBBYIST COMPANY NAME: DSD Advisors LLC

LOBBYIST FNAME: Colleen LOBBYIST LNAME: Reynolds

LOBBYIST ADDRESS: 255 E Fifth Street 1900, Cincinnati, Ohio 45202

**LOBBYIST PHONE:** 5138325449

LOBBYIST EMAIL: colleen.revnolds@dsdadvisorsllc.com

**LOBBYIST OCCUPATION:** Government Affairs

**LOBBYIST POSITION: Partner** 

CLIENT COMPANY NAME: Energy Alliances Inc.

CLIENT FNAME: Daniel CLIENT LNAME: Deters

CLIENT ADDRESS: 8469 Blue Ash Rd #1 Cincinnati, OH 45236

**CLIENT PHONE:** (513) 794-5555

CLIENT EMAIL: ddeters@energyalliances.com

**CLIENT BUSINESS:** Energy/Utilities

**LEGISLATION TYPE:** Other

**LEGISLATION TYPE\_OTHER:** Vendor agreement **LEGISLATION DESCRIPTION:** Energy aggregation

**CERTIFY:** Yes

SIGNATURE: Colleen Reynolds

pd

### Carrion, Lisa

202501824

From:

ClerkOfCouncilEmail

Sent:

Friday, September 26, 2025 3:59 PM

To:

Carrion, Lisa

Subject:

FW: Cincinnati City Council - Lobbyist Registration Form

From: webapp@cincinnati-oh.gov <webapp@cincinnati-oh.gov>

Sent: Friday, September 26, 2025 2:59 PM

**To:** ClerkOfCouncilEmail <clerkofcouncil@cincinnati-oh.gov> **Subject:** Cincinnati City Council - Lobbyist Registration Form

Submitted: 09/26/2025

**APPLICATION TYPE: Registration** 

LOBBYIST COMPANY NAME: DSD Advisors LLC

LOBBYIST FNAME: Annalese LOBBYIST LNAME: Cahill

LOBBYIST ADDRESS: 255 E Fifth Street 1900, Cincinnati, Ohio 45202

**LOBBYIST PHONE:** 5138325428

LOBBYIST EMAIL: annalese.cahill@dsdadvisorsllc.com

**LOBBYIST OCCUPATION:** Government Affairs

**LOBBYIST POSITION:** Government Relations Manager

**CLIENT COMPANY NAME:** Energy Alliances Inc.

CLIENT FNAME: Daniel CLIENT LNAME: Deters

CLIENT ADDRESS: 8469 Blue Ash Rd #1 Cincinnati, OH 45236

**CLIENT PHONE: (513) 794-5555** 

CLIENT EMAIL: ddeters@energyalliances.com

**CLIENT BUSINESS:** Energy/Utilities

**LEGISLATION TYPE:** Other

**LEGISLATION TYPE\_OTHER:** Vendor agreement **LEGISLATION DESCRIPTION:** Energy aggregation

**CERTIFY:** Yes

**SIGNATURE:** Annalese Cahill

\_\_\_\_\_\_\_



To: Mayor and Members of City Council

202501761

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance - OES: Public Allies AmeriCorps Grant

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$60,000 to provide one full-time contracted position to carry out key portions of the 2023 Green Cincinnati Plan.

Approval of this Emergency Ordinance authorizes the City Manager to apply for and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$60,000 to provide one full-time contracted position to carry out key portions of the 2023 Green Cincinnati Plan.

This in-kind grant requires matching resources of up to \$22,000, which will be provided from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200. No new FTEs/full time equivalents are associated with this grant.

The City has already applied for the grant, but in-kind services will not be accepted without City Council approval.

The establishment of a grant partnership between Public Allies AmeriCorps and the City is in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" and strategy to "[c]reate a healthy environment and reduce energy consumption" as described on pages 181-185 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to complete the grant agreement with Public Allies AmeriCorps by the October 6, 2025 deadline.

The Administration recommends passage of this Emergency Ordinance.

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

### **EMERGENCY**

**KKF** 

- 2025

**AUTHORIZING** the City Manager to apply for and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$60,000 to provide one full-time contracted position to carry out key portions of the 2023 Green Cincinnati Plan.

WHEREAS, on April 12, 2023, Council adopted the 2023 Green Cincinnati Plan ("Plan") with Council's full list of recommendations set forth in Resolution No. 37-2023; and

WHEREAS, a grant is available from Public Allies AmeriCorps for in-kind services to provide one full-time contracted position to carry out key portions of the Plan; and

WHEREAS, this grant will allow the City to accelerate implementation of the Plan; and

WHEREAS, this grant requires matching resources of up to \$22,000, which will be provided from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200; and

WHEREAS, there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, the City has already applied for the grant, but no in-kind services will be accepted without approval by Council; and

WHEREAS, the establishment of a grant partnership between Public Allies AmeriCorps and the City is in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" and strategy to "[c]reate a healthy environment and reduce energy consumption" as described on pages 181-185 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 and accept a grant of in-kind services from Public Allies AmeriCorps valued at up to \$60,000 to provide one full-time contracted position to carry out key portions of the 2023 Green Cincinnati Plan.

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

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

Attest: Clerk							
			Aftab	Pureva	al, Mayor		
Passed:	, 2025						
October 6, 2025 deadline.							
the immediate need to complete the gran	nt agreement	with P	Public	Allies	AmeriCor	ps by	the
Article II, Section 6 of the Charter, be eff	ective immed	diately.	The re	eason f	for the em	ergenc	y is



To: Mayor and Members of City Council

202501762

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Enterprise Services: Convention Center

**Fund Supplemental Appropriation** 

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the transfer and appropriation of \$1,800,000 from the unappropriated surplus of Convention Center Fund 103 to Enterprise Services Convention Center Fund non-personnel operating budget account no. 103x243x7200 to provide resources for contractual service obligations and the termination of the current naming rights agreement for the Convention Center.

Approval of this Emergency Ordinance authorizes the transfer and appropriation of \$1,800,000 from the unappropriated surplus of Convention Center Fund 103 to Enterprise Services Convention Center Fund non-personnel operating budget account no. 103x243x7200 to provide resources for contractual service obligations and the termination of the current naming rights agreement for the Convention Center.

There is a need for an additional \$200,000 in non-personnel resources to support the Convention Center Manager as they increase staffing ahead of re-opening.

Additionally, with the conclusion of the Convention Center rehabilitation project approaching, the City is seeking to terminate the current naming rights agreement for the Convention Center so that it can reevaluate the City's best use of those rights. \$1,600,000 in non-personnel resources is needed for terminating this agreement.

The reason for the emergency is the immediate need to meet contractual obligations and ensure the uninterrupted continuation of services.

The Administration recommends passage of this Emergency Ordinance.

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

### **EMERGENCY**

MSS

- 2025

**AUTHORIZING** the transfer and appropriation of \$1,800,000 from the unappropriated surplus of Convention Center Fund 103 to Enterprise Services Convention Center Fund non-personnel operating budget account no. 103x243x7200 to provide resources for contractual service obligations and the termination of the current naming rights agreement for the Convention Center.

WHEREAS, \$200,000 in additional resources must be transferred and appropriated to provide for contractual service obligations to support the Convention Center Manager's increase in staffing ahead of re-opening; and

WHEREAS, with the conclusion of the Convention Center rehabilitation project approaching, the City is seeking to terminate the current naming rights agreement for the Convention Center so that it can reevaluate the City's best use of those rights; and

WHEREAS, \$1,600,000 therefore must be transferred and appropriated to provide the necessary resources to terminate the current naming rights agreement for the Convention Center; now, therefore,

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

Section 1. That \$1,800,000 is transferred and appropriated from the unappropriated surplus Convention Center Fund 103 to Enterprise Services Convention Center Fund non-personnel operating budget account no. 103x243x7200 to provide resources for contractual service obligations and the termination of the current naming rights agreement for the Convention Center.

Section 2. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 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 in	nmediately. The reason for the emergency is
the immediate need to meet contractual obligations a	and ensure the uninterrupted continuation of
services.	
Passed:	
- -	Aftab Pureval, Mayor
Attest:	
Clerk	



To: Mayor and Members of City Council

202501775

From: Sheryl M. M. Long, City Manager

Subject: Ordinance - Parks: Jackson Hill Park Litter Removal Grant

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to accept and deposit a grant of up to \$17,347.50 from the Cincinnati Parks Foundation into Parks Private Endowment and Donations Fund 430 to reimburse the Cincinnati Parks Department for litter removal expenses for Jackson Hill Park that were incurred and paid for during FY 2025.

Approval of this Ordinance authorizes the City Manager to accept and deposit a grant of up to \$17,347.50 from the Cincinnati Parks Foundation into Parks Private Endowment and Donations Fund 430 to reimburse the Cincinnati Parks Department for litter removal expenses for Jackson Hill Park that were incurred and paid for during FY 2025.

This grant does not require matching funds or new FTEs/full time equivalents.

Removing litter at Jackson Hill Park is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment" and strategy to "[p]rotect our natural resources" as well as the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and strategy to "[u]nite our communities" as described on pages 193-195 and 209-211 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



**AUTHORIZING** the City Manager to accept and deposit a grant of up to \$17,347.50 from the Cincinnati Parks Foundation into Parks Private Endowment and Donations Fund 430 to reimburse the Cincinnati Parks Department for litter removal expenses for Jackson Hill Park that were incurred and paid for during FY 2025.

WHEREAS, the Cincinnati Parks Foundation offered grant funding to assist the Parks Department in removing litter at Jackson Hill Park; and

WHEREAS, the grant from the Cincinnati Parks Foundation was accepted by the Cincinnati Park Board at the regular meeting on June 20, 2025; and

WHEREAS, an ordinance is required to accept and deposit grant resources; and

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

WHEREAS, removing litter at Jackson Hill Park is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment" and strategy to "[p]rotect our natural resources" as well as the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and strategy to "[u]nite our communities" as described on pages 193-195 and 209-211 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 deposit a grant of \$17,347.50 from the Cincinnati Parks Foundation into Parks Private Endowment and Donations Fund 430 to reimburse the Cincinnati Parks Department for litter removal expenses for Jackson Hill Park that were incurred and paid for during FY 2025.

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

	Section 3.	That this	ordinance	shall take effect	and be in force	from and after	the earliest
period	allowed by	law.					
Passed	l:			, 2025			
					Aftab l	Pureval, Mayor	
Attest:		Clerk					



**To:** Mayor and Members of City Council

202501778

From: Sheryl M. M. Long, City Manager

Subject: Ordinance - DOTE: Highway Safety Improvement Program (HSIP)

Grant for Pedestrian Safety Improvements at The Banks

Attached is an Ordinance captioned:

ESTABLISHING new capital improvement program project account no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949," to provide resources for making pedestrian safety improvements in the Downtown area known as "The Banks," through the construction of Accessible Pedestrian Signals ("APS") and ADA-compliant curb ramps ("PID 121949 project"); AUTHORIZING the City Manager to apply for, accept, appropriate, and deposit a Highway Safety Improvement Program (ALN 20.205) Systemic Safety grant awarded by the Ohio Department of Transportation ("ODOT") of up to \$693,000 to newly established capital improvement program project account no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949"; AUTHORIZING the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949"; and AUTHORIZING the City Manager to do all things necessary to cooperate with the Director of ODOT to complete the PID 121949 project.

Approval of this Ordinance authorizes the City Manager to apply for, accept, and appropriate an ODOT grant of up to \$693,000 to newly established capital improvement program project account no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949," to provide resources for making pedestrian safety improvements at The Banks.

Acceptance of this grant requires a ten percent local match of up to \$77,000, which is anticipated to be available in various future capital improvement program project accounts. There are no new FTEs/full time equivalents associated with this grant.

Implementing grant funded safety improvements by constructing APS and ADA-compliant curb ramps is in accordance with the "Connect" goal to "[d]evelop an efficient multi-modal transportation system that supports neighborhood livability" and strategy to "[p]lan, design, and implement a safe and sustainable transportation system" as described on pages 127-137 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



ESTABLISHING new capital improvement program project account no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949," to provide resources for making pedestrian safety improvements in the Downtown area known as "The Banks," through the construction of Accessible Pedestrian Signals ("APS") and ADA-compliant curb ramps ("PID 121949 project"); AUTHORIZING the City Manager to apply for, accept, appropriate, and deposit a Highway Safety Improvement Program (ALN 20.205) Systemic Safety grant awarded by the Ohio Department of Transportation ("ODOT") of up to \$693,000 to newly established capital improvement program project account no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949"; AUTHORIZING the Director of Finance to deposit the grant resources into capital improvement program project account no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949"; and AUTHORIZING the City Manager to do all things necessary to cooperate with the Director of ODOT to complete the PID 121949 project.

WHEREAS, there are grants available from the Ohio Department of Transportation's (ODOT) Highway Safety Improvement Program ("HSIP"); and

WHEREAS, grant resources could be used by the Department of Transportation and Engineering to ensure timely completion of pedestrian safety improvements in the Downtown area known as "The Banks," including the construction of Accessible Pedestrian Signals ("APS") and ADA-compliant curb ramps; and

WHEREAS, acceptance of HSIP grant resources requires a ten percent local match of up to \$77,000, which is anticipated to be available in various future capital improvement program project accounts; and

WHEREAS, there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, implementing grant funded safety improvements by constructing APS and ADA-compliant curb ramps is in accordance with the "Connect" goal to "[d]evelop an efficient multi-modal transportation system that supports neighborhood livability" and strategy to "[p]lan, design, and implement a safe and sustainable transportation system" as described on pages 127-137 of Plan Cincinnati (2012); 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 establish new capital improvement program project account no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949," to provide resources for making pedestrian safety improvements in the Downtown area known as

"The Banks" through the construction of Accessible Pedestrian Signals ("APS") and ADA-compliant curb ramps ("PID 121949 project").

Section 2. That the City Manager is authorized to apply for, accept, and appropriate a Highway Safety Improvement Program (ALN 20.205) Systemic Safety grant awarded by the Ohio Department of Transportation ("ODOT") of up to \$693,000 to newly established capital improvement program project account no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949."

Section 3. That the Director of Finance is authorized to deposit the grant resources into capital improvement program project account no. 980x239x262321, "Cin APS FY27 Safety Grant PID 121949."

Section 4. That the City Manager is authorized to do all things necessary to cooperate with the Director of ODOT to complete the PID 121949 project.

Section 5. 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 through 4.

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

Passed:		, 2025	
			Aftab Pureval, Mayor
Attest:			
	Clerk		



**To:** Mayor and Members of City Council

202501779

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance - Health: Ohio Department of Health

(ODH) Bureau of Health Preparedness (BHP) Grant

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) to plan and implement emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

Approval of this Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$225,406 from the Ohio Department of Health (ODH), Bureau of Health Preparedness (BHP) (ALN 93.069) to plan and implement emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level. This Ordinance further authorizes the Finance Director to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

The City applied for the grant and received notice of award on July 9, 2025, but no grant funds will be accepted without approval from the City Council. There are no new FTEs/full time equivalents associated with this grant and no local match is required.

Planning and implementing emergency preparedness activities is in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" as described on pages 181-191 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to ensure timely acceptance of awarded grant funds.

The Administration recommends passage of this Emergency Ordinance.

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



### **EMERGENCY**

**JWF** 

- 2025

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) to plan and implement emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

WHEREAS, a grant of up to \$225,406 is available from the Ohio Department of Health, Bureau of Health Preparedness to plan and implement emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level; and

WHEREAS, the City applied for this grant and received notice of award on July 9, 2025, but no grant funds will be accepted without approval by Council; and

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

WHEREAS, planning and implementing emergency preparedness activities 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 \$225,406 from the Ohio Department of Health, Bureau of Health Preparedness (ALN 93.069) to plan and implement emergency preparedness activities in response to public health threats such as bioterrorism, infectious disease outbreaks, and health-related emergencies at the county and regional public health level.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Public Health Research Fund revenue account no. 350x8556.

Section 3. That the proper City officials are authorized to do all things necessary and proper to comply with the terms of this grant 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 acceptance of awarded grant funds.

Passed:	, 2025	
		Aftab Pureval, Mayor
Attest:Clerk		



To: Mayor and Members of City Council

202501780

From: Sheryl M. M. Long, City Manager

Subject: Ordinance - Parks: French Park Improvements Grant

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$142,500 from the Cincinnati Parks Foundation to Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, "French Park Conservation Grant," to provide resources for trail improvements and invasive species removal at French Park; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, "French Park Conservation Grant."

Approval of this Ordinance authorizes the City to accept and appropriate a grant of up to \$142,500 from the Cincinnati Parks Foundation to Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, "French Park Conservation Grant," to provide resources for trail improvements and invasive species removal at French Park. This Ordinance also authorizes the Director of Finance to deposit the grant resources into Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, "French Park Conservation Grant."

This grant does not require matching funds or new FTEs/full time equivalents.

Removing invasive species at French Park aligns with the "Sustain" goal to "[p]reserve our natural and built environment," the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community," and the strategy to "[u]nite our communities" as described on pages 193-195 and 209-211 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director Steve Webb, Finance Director THE CINCING PARTY

**AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$142,500 from the Cincinnati Parks Foundation to Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, "French Park Conservation Grant," to provide resources for trail improvements and invasive species removal at French Park; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, "French Park Conservation Grant."

WHEREAS, French Park is a 281-acre park, located in Amberley Village, that boasts miles of hiking trails, creeks, meadows, and wooded hillsides; and

WHEREAS, the Parks Department has determined that many sections of trail corridors in French Park are infested with invasive species that have destroyed native vegetation and that several trails require improvements; and

WHEREAS, the Cincinnati Parks Foundation raises funding through endowments and donations that support the operations and capital needs of City parks; and

WHEREAS, the Cincinnati Parks Foundation has awarded a generous \$142,500 grant to the City to support invasive species removal and trail improvements in French Park; and

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

WHEREAS, removing invasive species at French Park aligns with the "Sustain" goal to "[p]reserve our natural and built environment," the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community," and the strategy to "[u]nite our communities" as described on pages 193-195 and 209-211 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 grant of up to \$142,500 from the Cincinnati Parks Foundation to Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, "French Park Conservation Grant," to provide resources for trail improvements and invasive species removal at French Park.

Section 2. That the Director of Finance is authorized to deposit the grant resources into Park Miscellaneous Revenue and Special Activity Fund 326 program account no. 2025CPF, "French Park Conservation Grant."

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:		
		Aftab Pureval, Mayor
Attest:	Clerk	



To: Mayor and Members of City Council 202501781

From: Sheryl M. M. Long, City Manager

Subject: Ordinance - Parks: Boating Infrastructure Grant (BIG)

Application

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for a grant of up to \$1,500,000 from the U.S. Fish and Wildlife Service Boating Infrastructure Grant Program (ALN 15.622), as administered by the Ohio Department of Natural Resources Division of Watercraft, to construct a boat dock for transient vessels at the Public Landing in Downtown Cincinnati.

Approval of this Ordinance authorizes the City Manager to apply for a grant of up to \$1,500,000 from the United States Fish and Wildlife Service (FWS) Boating Infrastructure Grant (BIG) Program, as administered by the Ohio Department of Natural Resources (ODNR) Division of Watercraft, to construct a boat dock for transient vessels at the Public Landing in Downtown Cincinnati.

The BIG grant requires 25 percent matching funds for eligible and allowable BIG-funded facility costs, which will be paid from existing Parks capital improvement program project accounts and from public-private partnerships. There are no new FTEs/full time equivalents associated with this grant.

Construction of a new boat dock at the Public Landing is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment" and the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and the strategy to "[u]nite our communities" described on pages 193-195 and 209-211 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

- 2025

**AUTHORIZING** the City Manager to apply for a grant of up to \$1,500,000 from the U.S. Fish and Wildlife Service Boating Infrastructure Grant Program (ALN 15.622), as administered by the Ohio Department of Natural Resources Division of Watercraft, to construct a boat dock for transient vessels at the Public Landing in Downtown Cincinnati.

WHEREAS, grant resources are available from the U.S. Fish and Wildlife Service Boating Infrastructure Grant ("BIG") Program to provide funding for infrastructure for large cruising boats; and

WHEREAS, the City plans to apply for a grant of up to \$1,500,000 to construct a boat dock for transient vessels at the Public Landing in Downtown Cincinnati; and

WHEREAS, the BIG Program requires 25 percent matching funds for eligible and allowable BIG-funded facility costs, which will be paid from existing Parks Department capital improvement program project accounts and from public-private partnerships; and

WHEREAS, there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, construction of a new boat dock at the Public Landing is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment" and the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and the strategy to "[u]nite our communities" described on pages 193-195 and 209-211 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 a grant of up to \$1,500,000 from the U.S. Fish and Wildlife Service Boating Infrastructure Grant Program (ALN 15.622), as administered by the Ohio Department of Natural Resources Division of Watercraft, to construct a boat dock for transient vessels at the Public Landing in Downtown Cincinnati.

Section 2. That this ordinance shall take effect and be in force from and after the earliest time allowed by law.

Passed:		, 2025	
			Aftab Pureval, Mayor
Attest:			
	Clerk		



To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance - Approving and Authorizing CRA Tax

Exemption Agreement with 209 Limited, LLC

Attached is an Emergency Ordinance captioned:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 209 Limited, a subsidiary of Urban Sites, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1425 Main Street, 209 Woodward Street and 1227 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of three existing buildings to into approximately 16,498 square feet of residential space, consisting of seventeen residential units, and approximately 2,680 square feet of commercial space, consisting of two commercial units, at a total remodeling cost of approximately \$4,200,000.

### **STATEMENT**

HOUSING: The additional housing units this project will provide will go toward helping to alleviate Cincinnati's strained housing market, which is currently experiencing increasing affordability issues due to lack of supply.

OFFICE/COMMERCIAL: The addition of these office units will help contribute to Cincinnati's economic stability by opening more potential for future job opportunities through increased space for new tenants.

### BACKGROUND/CURRENT CONDITIONS

The project entails the historic renovation of three vacant scattered-site buildings located at 1227 Walnut Street, 1425 Main Street, and 209 Woodward Street in the Over-the-Rhine neighborhood. This project rehabilitates and revitalizes 17 residential units (~16,500 sq ft) and 2 units of commercial space (~2,700 sq ft). The residential rents as proposed are naturally affordable at 60% - 120% AMI. As presented, the project will be funded solely from owner equity and federal historic tax credit equity with an assumed value of ~\$900,000.

### **DEVELOPER INFORMATION**

209 Limited, LLC, an affiliate Urban Sites LLC, is the developer of this project. Urban Sites is a development, property management and construction services company with a focus on revitalization of historic assets in the urban core. Urban Sites is best known for its catalytic work in Over the Rhine as well as the historic Woodburn Corridor in east Walnut Hills and their current activity in Convington.

### **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	209 Limited, LLC	
Street Address	1425 Main Street, 209 Woodward Street, 1227 Walnut	
	Street	
Neighborhood	OTR	
Property Condition	Vacant Property	
Project Type	Rehabilitation	
Project Cost	Hard Construction Costs: \$4,218,415	
	Acquisition Costs: \$0 (all three addresses have been	
	owned for 10 years or more)	
	Soft Costs: \$570,386	
	Total Project Cost: \$4,788,801	
Private Investment	Private Financing: \$0	
	Developer and Tax Credit Equity: \$4,788,801	
Sq. Footage by Use	Residential: 16,498 SF Commercial 2,680 SF	
Number of Units and Rent Ranges		
	2 2-BR Unit; Rent \$1,725-\$1,750	
	10 1-BR Units; Rent \$1,215 - \$2,895	
	17 Total Units	
Median 2-BD Rent Affordable To	Salary: \$69,000	
	City Job Classification: Contract Compliance Officer,	
	Assistant Spvr of WW Coll Mnt	
Jobs and Payroll	Created FTE Positions: 6	
	Total Payroll for Created FTE Positions: \$187,200	
	Average Salary for Created FTE Positions: \$187,200	
	Construction FTE Positions: 21	
	Total Payroll for Construction FTE Positions: \$1,782,787	
Location and Transit	Transit score: 76 (within a 24-hour bus route)	
G : F	Project is located within OTR Historic District	
Community Engagement	No documented community engagement	
Plan Cincinnati Goals	Live Initiative Area Goal 3 (p. 164-168), Sustain	
	Initiative Area Goal 2 (p.193-198)	

# **Project Image and Site Map**

### 1227 Walnut Street



### 1425 Main Street



### 209 Woodward Street



# **Proposed Incentive**

Incentive Terms	15-year, net 52%	
Incentive Application Process	Commercial CRA – Streetcar VTICA	
"But For"	Without Abatement the project has a very low rate of	
(0-3 points)	return	
	With Abatement: The rate of return increases make	
	the project feasible (stabilized)	
	Project would not proceed without an abatement.	

	(Commercial CRAs in streetcar areas are not subject to the point system under the Commercial CRA policy)
Environmental Building Certification	Not LEED certified
(0-5 points)	
VTICA	Streetcar VTICA – 15%
(0-8 points)	
SBE/MBE/WBE Goals	SBE Goal of 30%
Planning Commission Approval	N/A
Other Incentives & Approvals	N/A

# Potential Taxes Forgone & Public Benefit

Taxes Forgone	Value
Annual Net Incentive to Developer	\$34,657
Total Term Incentive to Developer	\$519,853
City's Portion of Property Taxes Forgone (Term)	\$0
City's TIF District Revenue Forgone (Term)	\$729,794

Public Benefit		Value
	Annual	\$21,994
CPS PILOT	Total Term	\$329,907
	Annual	\$9,997
VTICA	Total Term	\$149,958
Income Tax Total Tern	n (Maximum)	\$104,180
Total Public Benefit (C	PS PILOT, VTICA, Income Tax)	\$584,045

Total Public Benefit ROI*	\$1.12
City's ROI**	\$0.14

<sup>\*</sup> This figure represents the total dollars returned for public purposes (City/Schools/Other) over the benefit received. \*\*This figure represents the total dollars returned for City/ over the City's property taxes forgone.

## For Reference: 2025 Cincinnati MSA Area Median Income Limits

AMI	1	2	3	4	5	6	7	8
30%	\$23,500	\$26,850	\$30,200	\$33,550	\$37,650	\$43,150	\$48,650	\$54,150
50%	\$39,150	\$44,750	\$50,350	\$55,900	\$60,400	\$64,850	\$69,350	\$73,800
60%	\$46,980	\$53,700	\$60,420	\$67,080	\$72,480	\$77,820	\$83,220	\$88,560
80%	\$62,650	\$71,600	\$80,550	\$89,450	\$96,650	\$103,800	\$110,950	\$118,100

### **EMERGENCY**

**EVK** 

- 2025

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 209 Limited, a subsidiary of Urban Sites, thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1425 Main Street, 209 Woodward Street, and 1227 Walnut Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of three existing buildings into approximately 16,498 square feet of residential space, consisting of seventeen residential units, and approximately 2,680 square feet of commercial space, consisting of two commercial units, at a total remodeling cost of approximately \$4,200,000.

WHEREAS, to encourage the development of real property and the acquisition of personal property, Council by Ordinance No. 274-2017 passed on September 27, 2017, designated the area within the corporate boundaries of the City of Cincinnati as a "Community Reinvestment Area" pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "Statute"); and

WHEREAS, Ordinance No. 275-2017 passed by Council on September 27, 2017, as amended by Ordinance No. 339-2018, passed by Council on October 31, 2018, sets forth certain additional policies, conditions, and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area; and

WHEREAS, effective October 23, 2017, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute; and

WHEREAS, 209 Limited (the "Company") desires to remodel three existing buildings on real property at 1425 Main Street, 209 Woodward Street, and 1227 Walnut Street located within the corporate boundaries of the City of Cincinnati into approximately 16,498 square feet of residential space, consisting of seventeen residential units, and approximately 2,680 square feet of commercial space, consisting of two commercial units (the "Improvements"), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

WHEREAS, to provide an appropriate development incentive for the Improvements, the City Manager has recommended a Community Reinvestment Area Tax Exemption Agreement, in substantially the form of Attachment A to this ordinance, to authorize a real property tax exemption for the Improvements in accordance with the Statute; and

WHEREAS, the property is located within the Cincinnati City School District; and

WHEREAS, the Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain Tax Incentive Agreement effective as of April 28, 2020

(as may be amended, the "Board of Education Agreement"), has approved exemptions of up to 100 percent of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

WHEREAS, pursuant to the Board of Education Agreement, the Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to 33 percent of the exempt real property taxes; and

WHEREAS, the City's Department of Community and Economic Development estimates that the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately \$34,657; and

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to fifteen percent of the exempt real property taxes, which funds shall be committed by the third-party organization to support the streetcar that specially benefits the property; and

WHEREAS, the Improvements do not involve relocation of part or all of the Company's operations from another county or municipal corporation in Ohio or, if there is relocation, notice has been given per R.C. Section 3735.673; now, therefore,

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

Section 1. That Council approves a Community Reinvestment Area Tax Exemption Agreement with 209 Limited (the "Agreement"), thereby authorizing a fifteen-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 1425 Main Street, 209 Woodward Street, and 1227 Walnut Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of three existing buildings into approximately 16,498 square feet of residential space, consisting of seventeen residential units, and approximately 2,680 square feet of commercial space, consisting of two commercial units, at a total remodeling cost of approximately \$4,200,000.

### Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City of Cincinnati (the "City") in substantially the form of Attachment A to this ordinance;
- (ii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Department of Development, in accordance with Ohio Revised Code Section 3735.672, and to the Board of Education of the Cincinnati City School District, as necessary; and

(iii) to take all necessary and proper actions to fulfill the City's obligations under the Agreement.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the remodeling described in this ordinance and the corresponding revitalization of the City of Cincinnati and the benefits to the City's economic welfare to begin at the earliest possible time.

Passed:		, 2025	
			Aftab Pureval, Mayor
Attest:			
	Clark		

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#### Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "<u>Agreement</u>") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "<u>City</u>"), and 209 LIMITED, an Ohio limited liability company (the "<u>Company</u>").

#### Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018, passed on October 31, 2018, Ordinance No. 370-2020, passed on November 12, 2020, Ordinance No. 24-2022, passed on February 2, 2022, and Ordinance No. 28-2024, passed on January 31, 2024 (as amended, the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. The Company is the sole owner of certain real property within the City, located at 1425 Main Street, 209 Woodward Street, and 1227 Walnut Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- E. The Company has proposed the remodeling of buildings located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.
- F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- G. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- H. The Company has submitted to the City an application for this tax exemption agreement (the "<u>Application</u>"), a copy of which is attached hereto as <u>Exhibit B</u>, and has remitted with the Application the City application fee of \$1,250 made payable to the City.

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- I. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- J. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- K. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to 33% of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- L. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- M. The Company represents that within the past 3 years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- N. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.
- R. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2025, passed by Cincinnati City Council on \_\_\_\_\_, 2025.
- S. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in

promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

NOW, THEREFORE, pursuant to Ohio Revised Code Section 3735.67(A) and in conformity with the format required under Ohio Revised Code Section 3735.671, in consideration of the mutual covenants contained herein and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing buildings on the Property to create, in aggregate, approximately 16,498 square feet of residential space, consisting of 17 residential units, and approximately 2,680 square feet of commercial space, consisting of 2 commercial units (the "Improvements") at an estimated aggregate cost of \$4,200,000 to commence after the execution of this Agreement and to be completed no later than June 3, 2026; provided, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "ADA"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "Contractual Minimum Accessibility Requirements" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2027 nor extend beyond the earlier of (i) tax year 2041 or (ii) the end of the 15th year of exemption.

Section 3. <u>Use; Maintenance; Inspections</u>. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing

Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

- Section 4. <u>Compliance with Board of Education Agreement</u>. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.
- Section 5. <u>Duty of Company to Pay Taxes</u>. As required by Ohio Revised Code Section 3735.671(B)(3), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.
- Section 6. <u>Company Certifications Regarding Non-Delinquency of Tax Obligations.</u> As required by Ohio Revised Code Section 3735.671(B)(4), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C. §101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
- Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.
- Section 8. <u>City Cooperation</u>. As required by Ohio Revised Code Section 3735.671(B), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
- Section 9. <u>Continuation of Exemptions</u>. As provided in Ohio Revised Code Section 3735.671(B), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.
- Section 10. <u>City Not Liable</u>. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall

the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

#### Section 11. <u>Small Business Enterprise Program</u>.

- A. <u>Compliance with Small Business Enterprise Program</u>. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("<u>CMC</u>") Section 323-1-S, "<u>SBEs</u>"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be 30% of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting 30% SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:
  - Including qualified SBEs on solicitation lists.
  - (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
  - (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
  - (iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.
  - (v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.
  - (vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.
- B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.
- Section 12. <u>Jobs</u>. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

#### Section 13. <u>Job Creation and Retention</u>.

A. <u>Jobs to be Created by Company</u>. The Company agrees to use its best efforts to create (i) 6 full-time permanent jobs, and (ii) 21 full-time temporary construction jobs, at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end 3 years thereafter.

- B. <u>Company's Estimated Payroll Increase</u>. The Company's increase in the number of employees will result in approximately (i) \$187,200 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$1,782,787 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.
- C. <u>Community Reinvestment Area Employment</u>. The Company shall (i) adopt hiring practices to ensure that at least 25% of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.
- D. <u>Posting Available Employment Opportunities</u>. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.
- Section 14. <u>Equal Employment Opportunity</u>. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.
- Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.
- Section 16. Default. As provided in Ohio Revised Code Section 3735.671(B)(7), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than 30 days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within 30 days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).
- Section 17. <u>Annual Review and Report</u>. As required by Ohio Revised Code Sections 3735.671(B)(5) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive

Review Council (the "<u>Annual Review and Report</u>"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

#### Section 18. Revocation.

- Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (C) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.
- B. <u>Prior Statutory Violations</u>. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(C) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(B)(7), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (C) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (C) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62, 5709.63, or 5709.632 prior to the time prescribed by that division or either of those sections.

#### Section 19. False Statements; Penalties; Material Representations.

- A. <u>Generally</u>. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within 30 days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of 12% per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than \$1,000 and/or a term of imprisonment of not more than 6 months.
- B. <u>Material Representations Board of Education Agreement and VTICA</u>. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (*Default*) and the basis for revocation under Section 18 (*Revocation*). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution in order to support the

streetcar. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

Section 20. <u>Conflict of Interest</u>. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. <u>Annual Fee</u>. The Company shall pay an annual fee of \$500 or 1% of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed \$2,500 per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. <u>Discontinued Operations</u>. As provided in Ohio Revised Code Section 3735.671(C), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of 3 years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(C).

Section 23. <u>Notices</u>. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

### To the City:

City of Cincinnati
Attention: Director of the Department of Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue
Cincinnati, Ohio 45202

## To the Company:

209 Limited LLC Attention: Jeremy Fogel 1209 Sycamore Street Cincinnati, Ohio 45202

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by

the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

- Section 25. <u>Entire Agreement</u>. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.
- Section 26. <u>Governing Law</u>. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.
- Section 27. <u>Waiver</u>. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- Section 28. <u>Severability</u>. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.
- Section 29. <u>Amendment</u>. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.
- Section 30. <u>Non-Assignment</u>. As required by Ohio Revised Code Section 3735.671(B)(6), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.
- Section 31. <u>Recording</u>. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.
- Section 32. <u>Legislative Action Required</u>. As provided in Ohio Revised Code Section 3735.671, the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.
- Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.
- Section 34. <u>Certification as to Non-Debarment</u>. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. <u>Appeals</u>. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

#### Section 36. Wage Enforcement.

- (i) <u>Applicability</u>. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "<u>Wage Enforcement Chapter</u>"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.
- (ii) <u>Required Contractual Language</u>. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.
- (a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.
- (b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.
- (c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.
- (d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.
- (e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such

notice shall include contact information for the Department of Economic Inclusion as provided by the department.

- (f) Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.
- Section 37. <u>Legal Requirements</u>. In completing and operating the Project, the Company shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati.
- Section 38. <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature.

Remainder of this page intentionally left blank. Signature page follows.

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

CITY OF CINCINNATI, an Ohio municipal corporation	209 LIMITED, an Ohio limited liability company			
By: Sheryl M. M. Long, City Manager  Date:, 2025	Printed Name: Title: Date:	, 2025 ution dated		
Approved as to Form:	·			
Assistant City Solicitor				
Certified Date:				
Fund/Code:				
Amount:				
By: Steve Webb, City Finance Director				
Sieve Webb, City Finance Director				

#### **Exhibit A to CRA Agreement**

#### LEGAL DESCRIPTION OF PROPERTY

#### 1425 Main Street

Situated in the State of Ohio, Hamilton County, City of Cincinnati, to wit:

Designated as Lot No. 28 as per plat made in the partition proceedings between John and James Melindy as per plat recorded in Book No. 199, Page 124 of the court records of Hamilton County, Ohio and rerecorded in Case No. 84951, Hamilton County Common Please Court in Book 76, Page 168 of the same records said Lot No. 28 being 28 ¼ feet in front on the west side of Main Street, by 105 feet deep lying 28 ¼ feet south of Melindy Street in Cincinnati, Hamilton County, Ohio. Being part of Out Lot 29.

Parcel No. 80-1-175

#### 209 Woodward

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, Described as follows, to wit:

Beginning on the south side of Franklin Street (now Woodward Street) one hundred (100) feet east of Main Street and in the east line of Long Alley; thence running south on said alley line one hundred (100) feet to Niles Alley; thence east on the north line of Niles Alley twenty-eight (28) feet; thence north one hundred (100) feet parallel to Long Alley to the south line of Franklyn Street (now Woodward Street); thence west on said street twenty-eight (28) feet to the point of beginning.

Parcel No. 75-4-147

#### 1227 Walnut

Situate in Benham's Subdivision, in the City of Cincinnati, Hamilton County, Ohio, vis:

That certain house and lot, being part of Lot Numbered 117 in said Subdivision, commencing on the west side of Walnut Street, at the northeast corner of said lot; thence southwardly on Walnut Street eighteen (18) feet; thence running back westwardly the same width in rear as in front, one hundred (100) feet.

Parcel No. 80-2-79

## **Exhibit B to CRA Agreement**

## APPLICATION FOR TAX EXEMPTION

## **SEE ATTACHED**



#### APPLICATION FOR COMMERCIAL TAX ABATEMENT

## CITY OF CINCINNATI COMMUNITY REINVESTMENT AREA

COMMERCIAL, INDUSTRIAL, MIXED-USE, MULTI-UNIT (5+ UNITS)

Note: After review and recommendation by the Department of Community & Economic Development, all applications must be reviewed and approved by the City of Cincinnati Council before commencing construction. Any projects that start construction before City Council approval will be INELIGIBLE for a Commercial CRA Tax Abatement.

#### SECTION I - Applicant/Project Information

#### Applicant Information: Legal Name of Property Owner Applying for Abatement: 209 Limited, LLC Form of business enterprise LLC (corporation, partnership, proprietorship, LLC, non-profit, or other) Is the Applicant affiliated with a larger developer or development entity? (Yes) / No). If Yes, please provide the name of this developer or development entity: Urban Sites Legal Address of real property owner: 1209 Sycamore Street Federal Tax ID #(s): 31-1520663 Title: Senior Real Estate Analys Applicant Contact Person: Jeremy Fogel Main Contact email address: jeremy@urbansites.com Phone: (513) 444-5971 Zip: 452<sup>02</sup> Address of subject property See exhibit A (attach a page listing all parcels and Hamilton County Auditor Parcel ID#: addresses if more than one parcel) See Exhibit A City of Cincinnati Neighborhood: Over-the-Rhine Is any other financial assistance being requested from the City of Cincinnati for this project? No If yes, please indicate the Development Analyst with whom you are working: ( ) NA

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Space/Units to be cons	tructed/renovated:
What percentage of the existing structure is currently occurrently actions and sqft/units to be constructed/renovated:	soft) Industrial: 0 (soft)  (# of units)
Project Type:  Commercial (Retail, Office etc) Industrial Multi-Unit Residential (5 or more units) Mixed-Use (Residential & Commercial) Describe the break down in use in SF below:  Residential: - Commercial - 17 units - 2 units - 16,498 square feet - 2,680 square feet  If approved for an abatement, does the Applicant intend to enter into a Voluntary Tax Incentive Contribution Agreement (VTICA)?  Yes 15 % No  (A VTICA is an agreement with a third-party non-profit designated by the City in which the Applicant would contribute a portion of the abated taxes to support neighborhood-based projects and services as well as City-wide affordable housing initiatives (note that VTICAs in the vicinity of the Streetcar are used to support streetcar operations). As indicated the applicable City legislation & policies as this is a significant factor in determining the terms of the abatement.)	Please indicate if the project intends to meet Leadership in Energy and Environmenta Design (LEED) levels as defined by the U.S. Green Building Council (www.usgbc.org).    Project is not LEED-certified   LEED Silver   LEED Gold   LEED Platinum
General Project I	oformation:
Project Name (of Applicable): 209 Limited Renovation  Description of the project:  The 209 Limited renovation is a scattered site project focused on revita of Cincinnati. This includes both structural repairs to the assets as well	lizing three buildings in the Over-the-Rhine neighborhood
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Please provide a brief d	escription of the applicant's development experience:			
Urban Sites has been presen	ving and revitalizing Cincinnati and its local areas through real estate development, construction, and			
property management for ove	er 30 years.			
will bring to the neighbo	oject deserves a tax exemption from the City of Cincinnati and what benefits the project rhood where it is located: the CRA tax abatement will allow units to be priced at attainable rates and will contribute to the			
mixed-income area.	IRE UPA IDA ADALEMEN WIII GION CITTO O DO PRODU OL CAMBILIDADO CAM			
If Commercial or Indus	trial, state the nature of commercial/industrial activity (manufacturing, warehousing,			
	t's planned community engagement (link for community council boundaries):			
SECTION II – Job Creation/Retention				
Job Creation and Rete The Company will agre- of employee positions a and to maintain the mi below are to be listed	a to use its best offerts to retain and/or create at least the following estimated number			

Will the project involve relocation of positions from another company location in the State of Ohio to the City of Cincinnati?

employees; total annual payroll \$0

employees; total annual payroll \$0

(No)

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\*Please attach additional sheets if other locations exceed spaces provided above.

Existing positions at the site of the company to be retained:

Full-Time Equivalent 2 employees; total annual payroll \$80,000

Existing positions at other company locations in Ohio to be relocated:

Address of Other Location(s): N/A

Full-Time Equivalent 0 Address of Other Location(s): N/A

Full-Time Equivalent 0

Existing positions at other compan Address of Other Location: _N/A	y locations outside of the State of Ohio:
Full-Time Equivalent 0	employees; total annual payroll \$ 0
Address of Other Location: N/A	v p v y v v n v n n v n p u y v n v
Full-Time Equivalent 0	employees; total annual payroll \$ 0
Address of Other Location: N/A	
Full-Time Equivalent 0	employees; total annual payroll \$ 0
*Please attach additional sheets if oth	er locations exceed spaces provided above.
employer (add an additional page if	rees the property owner will cause to be created at the facility that ree years. Job creation projection must be itemized by the name of the more than one employer). FTEs are calculated by the number of total num number of compensable hours for a full-time work schedule.
Full-Time Equivalent 6	employees (Total); total annual payroll \$187,200
During the first twelve months of	the agreement: 2 positions
During the second twelve months	of the agreement: 2 additional positions
During the third twelve months of	the agreement: 2 additional positions
Temporary Construction 21	jobs; total annual payroll \$1,782,787
Length of Construction Period: 11	months
In addition to the Full Time Equiva associated payroll? If so, please p	alent positions listed above, are there any part time jobs and provide, as well as a description of the positions:
labrication, warehousing, sales, opera	he Job Creation that is associated with this Project (types of jobs; e.g tions, management, technical, retail, etc.): users at this time but based on current space use / build out, it is expected that these
spaces will be retail, office, or service tenants.	users at this time but based on current space use / build out, it is expected that these
corporation from which the company in	Section 3735.673 requires the City formally to notify each county or tends to relocate, and the Ohio Development, prior to approval of a ation must be sent prior to consideration of the exemption by Cincinnat

## SECTION III - Project Investment

Real Estate Investment: Indicate the estimated cost of the construction	on or remodeling: \$ 4.2,MM
Estimated total cost of the project (including	soft costs & acquisition): \$ 4.78 MM
Estimated Project start date: 7/1/2025	Estimated Project completion date: 6/3/2026
Current Auditor's value of property (aggregation	ate value of all parcels involved): \$1,796,060
Estimated post-construction value of proper	the state of the s
(Please provide appraisal or other method for	or determining post-construction value of the property)

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nvestment in Machinery & Equipment (M&E) at the Property: \$ 0	
ovestment in Furniture, Fixtures, and Equipment (FF&E) at the Property: \$0	
Other Investment: \$ 0	
Description of Other Investment: N/A	
SECTION IV – Applicant Certifications	
Does the property owner owe:	
<ol> <li>Any delinquent taxes to the State of Ohio, the City of Cincinnati or another political subdivision State? O YES</li></ol>	
<ol> <li>Any moneys to the State of a state agency for the administration or enforcement of any environ laws of the State? O YES   NO</li> </ol>	
<ol> <li>Any other moneys to the State, a state agency or a political subdivision of the State that are pa whether the amounts owed are being contested in a court of law or not?</li> </ol> <ul> <li>YES</li> <li>NO</li> </ul>	ist due,
f the applicant responds yes to any of the three above questions, please provide details on Instance including but not limited to the location, amounts, and/or case identification numbers (Submit additional sheets for response).	prease
The Applicant authorizes the City and/or the Ohio Department of Development to inspect the prinancial statements of the Applicant, including but not limited to tax records and other similar information of the Applicant, and authorizes the Ohio Environmental Protection Agency and the Department of Taxation to release information to the City and/or the Ohio Department of Develops connection with the above statements.	e Ohio
Note: The above statements as to taxes and other obligations, and authorization to inspect, are requiped in the context of the	nd may
Please initial that you have read the above. X	
Project Completion: Once the project is complete, the Applicant is required to submit a CRA Completion Application For	n alono
Once the project is complete, the Applicant is required to submit a Groundstate submit this completed with required documentation noted therein. It is the Applicant's responsibility to submit this completed the City of Cincinnati to ensure the tax abatement will be initiated by the Hamilton County Auditor.	form to
Please initial that you have read the above statement and understand that the abatement will considered by the Hamilton County Auditor's Office until the CRA Completion Application Form is contained and submitted.	not be omplete

## Additional Certifications by Applicant:

- The Applicant acknowledges that the property is Not Eligible for tax exemption if construction activities
  are commenced prior to the execution of a Community Reinvestment Area Tax Exemption Agreement
  between the Applicant and the City. No agreement may be executed by the City without prior approval
  by Cincinnati City Council.
- The Applicant acknowledges that a Payment In Lieu of Taxes (PILOT) agreement in the amount of 33% of the annual value of the exemption with Cincinnati Board of Education will be required. The form of this PILOT agreement is available upon request.
- The Applicant acknowledges that if one of the City's considerations for granting a tax exemption is the applicant's representation that it will enter into a VTICA, then the failure by the Applicant to do so is considered grounds for the City of Cincinnati to terminate the tax exemption granted to the Applicant.
- The Applicant acknowledges that all tax exemptions must submit an Annual Report on or before March 31 of each year. This report must be submitted for each year of the tax exemption agreement including during the construction period.
- The Applicant acknowledges that all tax exemptions will be subject to an annual monitoring fee of 1% of the annual taxes exempted under the agreement or \$500, whichever is greater, no City annual fee will be greater than \$2,500 per year. This annual monitoring fee must be submitted with each Annual Report.
- The Applicant acknowledges that to be eligible for tax exemption by the City of Cincinnati, the subject property must be located within the City of Cincinnati.
- The Applicant acknowledges that exemption values are determined by the Hamilton County Auditor's Office.
- The Applicant acknowledges that the City of Cincinnati may revoke the tax exemption any time after the first year if the property has building code violations or is delinquent on the property taxes.
- The Applicant acknowledges that the City of Cincinnati Council may rescind or alter the Ordinance granting tax exemptions.
- The Applicant agrees to supply additional information upon request.

Please initial that you have read the above. X	
Prior Agreement. Applicant represents and warrants that ne	ither Annicant nor any "predecessor" or "related
member" is a party to another agreement granting tax exem the Applicant (or the predecessor or related member) has d prior to the expiration of the term of that agreement. (Note: Ti 3735.671 (E). As used herein "predecessor" means a person Applicant, which transfer resulted in the full or partial non-rec basis, both as determined by rule adopted by the Ohio Tax same meaning as defined in Ohio Revised Code 5733.042 where the same initial that you have read the above.	ption relating to a structure in this state at which iscontinued or intends to discontinue operations his information is required by Ohio Revised Code or or entity that has transferred assets or equity to ognition of gain or loss, or resulted in a carryover x Commissioner; and "related member" has the
I declare under the penalties of falsification that this app statements has been examined by me, and to the best of complete.	f my knowledge and belief is true, correct, and
Money Sail	04/23/25
Signature of Applicant	Date
Jeremy Fogel	Senior Real Estate Analyst
Printed Name	Title (if signed as officer)
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Please complete this application in its entirety and submit to the Department of Community & Economic Development along with required supporting documentation. Please make and retain a copy of this application for your records. Please allow 4 weeks for the Department of Community & Economic Development to review and follow-up on this application.

#### Send Completed Application to:

City of Cincinnati
Department of Community & Economic Development
805 Central Avenue, Suite 710
Cincinnati, Ohio 45202
Attention: Commercial Tax Abatement Application

#### **Processing Timeline**

Upon receipt of a completed application, city staff will work diligently to process the request and respond to the applicant in a timely manner. For estimating purposes, below is a timeline that the applicant should use from the date of the completed application to estimate the date that the applicant will be able to commence construction if the assistance request is approved. Note that most applicants do not initially submit a complete application and for most applicants some back and forth will be required with city staff to ensure the application is complete before the internal city review process can begin.

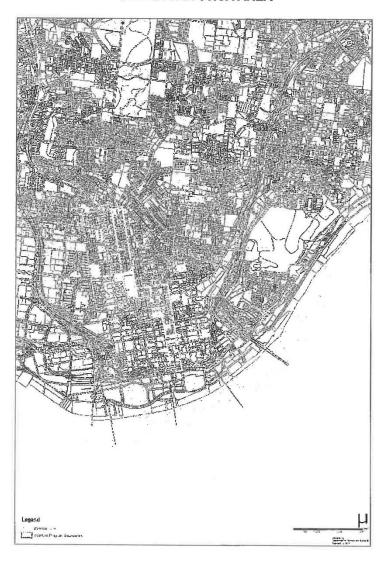
Internal City Review & Offer Letter	Four weeks
Contract Drafting & Legislative Approval	Twelve weeks
Contract Signature & Pre-construction Process	Two weeks
Estimated Timeline	Eighteen weeks

Note that the applicant cannot commence construction prior to having a signed agreement from the city or the requested assistance may not be provided by the city.

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## STREETCAR VTICA AREA



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## **Required Application Attachments**

Please provide the following required items as a corresponding attachment. If you believe a particular item is not applicable to your project, please address the item by including an explanation of why you believe it is not applicable. Please ensure that all sections of the application are complete and that ALL REQUIRED ATTACHMENTS LISTED BELOW ARE SUBMITTED/ ADDRESSED WITH YOUR APPLICATION. Please check all items that are included. If an item is left unaddressed by the Applicant, the reviewing department cannot complete its review of the application.

Attachment Number	Attached Y/N	Attachment Description
#1	Yes No	Public Purpose: List the major reasons why City Assistance is necessary. Discuss the project gap, why other sources are not available to fill that gap (including debt and owner equity) and how City assistance will allow the gap to be filled. For property sale requests explain why a non-competitive sale is being requested and the public benefits that will be realized.
#2	(V) Yes	Development Team:
	Ŏ No	A) Corporate Resolution, Articles of Incorporation, and an Operating/Partnership Agreement for entity applying for assistance showing who is authorized to sign for the organization     B) Certificate of Good Standing from the Ohio Secretary of State for all Organizations that will be involved in the project     C) Resumes of owners and/or key managers or partners. In the case of Real Estate development, provide information for the entire development team (developer, architect, contractor, leasing/sales agent, LEED certifications, etc.)     D) Names, addresses, photos and a brief description of recent projects completed by the development team of similar type and size to that proposed in this application.
#3	Yes No	Current Financial Statement or other acceptable third party verification of funds from all entities or individuals who will be contributing more than 20% of the required equity for the investment.
#4 Yes		Financial Information:  A) Real Estate Projects: Provide spreadsheet of 10 year cash flow projection and list all project assumptions (rent rates, revenue & expense growth, etc). Provide budget that details total project investment (reference Section III of application). These documents may be requested in Excel format.

#5	∀ Yes     No	2) Current business financial statement (less than 90 days old);     3) Business financial projections for three fiscal years (privately held companies only);     4) Business financial information for the last three fiscal years on affiliate businesses when appropriate.  Sources of Funds: For all sources included in the sources and uses provided in #4 above, please attach documentation:
		A) Conditional bank commitment and/or term sheet     B) List of any additional grant requests pending or committed     C) Tax credits allocated or being applied for     D) Financing Projections     E) Other
#6	(V) Yes No	Cost Verifications: Cost verifications and/or third party cost estimates. If third-party estimates are not available, explain your methodology for arriving at your project budget. Please include:  A) Purchase agreements for any acquisitions B) Contractor Estimates or bids for new construction and/or rehabilitation C) Architectural Contract D) Other
#7	V Yes No	Environmental Site Assessments: Summary Review / Statement of Phase I & Phase II ESA results
#8	Ves No	Market Information:      A) Summary of appraisal, market study, Real Estate comps and industry information with sources.      B) Include a copy of any third-party or in-house market analysis completed for the preparation of financial projection assumptions (sales or lease prices, absorption and capture rates, vacancy rates, expense escalators, etc.).
#9	√ Yes  No	Copy of proposed construction plans/renderings etc.
#10	√ Yes No	<u>Proposed Project Timeline</u> : Anticipated milestones – Please provide in Gantt format if available.
#11	Yes No	<u>Legal Description of the Property Involved:</u> This may include a survey as well as a written legal.
#12	Yes No	If this project is seeking LEED or Living Building Challenge (Full, Net Zero, or Petal [must include "Energy Petal"]) Certification, provide confirmation of registration
#13	V Yes	Application Fee (\$1,250 made payable to City of Cincinnati)

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#14	Yes No	City Business Disciosure Form
#15	Yes No	SBE Utilization Plan
#16	Yes No	Balanced Development Application

Please provide forms 14 - 16 if neccessary to complete

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September 22, 2025

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TO: Mayor and Members of Council

FROM: Rachel Hastings, Chair, Downtown Cincinnati Improvement District Assessment

**Equalization Board** 

SUBJECT: The Board's Recommendations Regarding Objections

On June 2, 2025, City Council adopted Resolution No. 51-2025 ("Resolution") and declared the necessity of assessing properties in the Downtown Cincinnati Improvement District ("DCID") to implement the 2026-2029 services plan for the district.

On September 10, 2025, City Council adopted Ordinance 288-2025 ("Ordinance") to establish the Downtown Cincinnati Improvement District Assessment Equalization Board ("Board"), and it authorized the Board to hear and determine written objections submitted by property owners concerning the estimated assessment against their property, or the amount or apportionment of the estimated assessment against their property, as required by R.C. 727.16.

Pursuant to the Ordinance, and following due and proper notice, the Board conducted a hearing on Monday, September 22, 2025 to hear and determine all objections received in connection with the proposed assessment of property within the DCID. All members of the Board were duly sworn to honestly and impartially discharge their duties. The Board then appointed Rachel Hastings to serve as chair of the Board.

The Board heard objections from all persons who submitted written communications indicating their opposition to the assessment of property within the DCID. The persons who filed objections and appeared before the Board were Roger and Vikki Nutter, whose property address and assessment information is as follows:

Owner Legal Name	Parcel	Full Address	Front Footage	2026	2027	2028	2029
NUTTER							
VIKKI &		115 W					
ROGER	770001009700	NINTH ST	182.1061	\$1,315.49	\$1,354.96	\$1,395.52	\$1,437.54

The Board heard testimony from Mr. And Mrs. Nutter as to the condition and concerns with their neighborhood and property. Although the objection were outside the scope of the Board's jurisdiction, the Board heard each person's comments and addressed them to the best of its ability. The Board then determined whether to recommend a change or no change to each

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objecting property owner's estimated assessment in the order each person appeared on the agenda.

The Board has therefore reviewed and decided all objections properly before it, and it unanimously recommends that the Council make no changes to the assessments.

Finally, the Board considered whether further equalization of the estimated assessment is necessary to conform to the standards prescribed in the Resolution, and the Board recommends no further equalization of the proposed assessment.

This report is submitted for the Council's approval pursuant to R.C. 727.17.



**September 29, 2025** 

**To:** Members of the Budget & Finance Committee

From: Sheryl M.M. Long, City Manager

202501793

Subject: Emergency Ordinance - Mecklenburg Gardens Acquisition -

Corryville CDC

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a Funding Agreement with Corryville Community Development Corporation to facilitate acquisition of real property located in the Corryville neighborhood of Cincinnati; AUTHORIZING the transfer and appropriation of \$1,350,903 from the unappropriated surplus of Corryville Equivalent Fund 488 (Corryville TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 488x164x7200 to provide resources for the acquisition of real property; **AUTHORIZING** the transfer and appropriation of \$120,000 from the unappropriated surplus of Corryville Equivalent Fund 488 (Corryville TIF District) to the Department of Community and Economic Development personnel operating budget account no. 488x164x7100 to provide staffing resources in support of the acquisition of real property in the Corryville neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the acquisition of real property to be a public purpose and constitute a "Public Infrastructure Improvement" (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 9-Corryville TIF District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

## **STATEMENT**

By investing in property acquisition, the City can assist CDC's with site control and support the investment of redevelopment of a blighted site in the Corryville neighborhood and east of University of Cincinnati campus.

## BACKGROUND/CURRENT CONDITIONS

Corryville Community Development Corporation (the "Developer") intends to acquire the real property at 302 and 306 University Avenue, 303 Donahue Street, and 2916 Highland Avenue (the "Property"), in the Corryville Neighborhood. The site has been mostly vacant for several years and needs immediate stabilization to preserve the building structures prior to any foreseeable capital investment.

Following the Developer's acquisition of the Property, the Developer intends to stabilize the property by replacing the roofing panels, installing a new electric system, mitigating water intrusion, and updating the existing plumbing system. The completion of stabilization will allow the Developer to market the property for a new end-user which may include a combination of residential tenants, office tenants, a restaurant tenant, and other commercial tenants.

The Corryville Community Council has written a letter in support of this assistance request. The City also hosted a Community Engagement Meeting to seek feedback on the assistance request the results of which can be found here: <u>Proposed Use of TIF</u> Funds for Mecklenburg Gardens Acquisition in Corryville - City Planning

## **DEVELOPER INFORMATION**

The Corryville Community Development Corporation is a local nonprofit organization that was founded in 1995. The organization collaborates with the Corryville Community Council, Short Vine Association, and University of Cincinnati for the overall development and enhancement of the Corryville neighborhood. In their 29-years of operation, the Developer helped construct over 140,000 square feet of research space and opened four retail spaces at One Stetson Square, completed 53 condos, operated 205 apartment units at the Village at Stetson Square, and spearheaded the renovation of the Turner Center. The Developer continues to advocate and implement development for quality housing, commercial activity, and safety for pedestrians in the Corryville neighborhood.

## PROPOSED INCENTIVE

The Administration is recommending \$1,350,903 to fund Developer for TIF District eligible costs related to the property acquisition. The ordinance also provides \$120,000 for City personnel related costs for administration and oversight of this project.

## RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

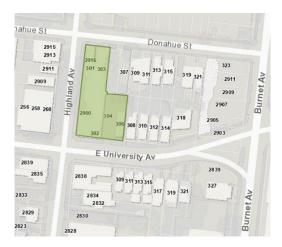
Attachment: Project Outline and Proposed Incentive

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

# **Project Outline**

Project Name	Mecklenburg Gardens Acquisition – Corryville	
	CDC	
Street Address	302 and 306 University Avenue, 303 Donahue	
	Street, and 2916 Highland Avenue, Cincinnati,	
	OH 45219	
Neighborhood	Corryville	
Property Condition	Vacant (13% occupancy)	
	Developer will assume all tenant leases under the	
	purchase contract.	
	The tenant, a local yoga studio, will remain in	
	their space for the duration of their existing	
	lease.	
Project Type	Property Acquisition	
Project Cost	Hard Construction Costs: \$200,000	
	Acquisition Costs: \$1,120,000	
	Soft Costs: \$30,903	
	Developer Fee: \$120,000	
	Total Project Cost: \$1,550,903	
Private Investment	Developer Equity: \$0	
Sq. Footage by Use	9,855 sq ft – Commercial	
	2,061 sq ft – Residential	
Number of Units and Rent	TBD	
Ranges		
Median 1-BD Rent Affordable	TBD	
То		
Jobs and Payroll	Created FTE Positions: 0	
	Total Payroll for Created FTE Positions: \$0	
	Average Salary for Created FTE Positions: \$0	
	Construction FTE Positions: TBD	
	Total Payroll for Construction FTE Positions:	
	TBD	
Location and Transit	Located is within a 1/2 mile radius of both the	
	Reading Road and Vine Street BRT line.	
	Walk Score: 82	
	Transit Score: 59	
Community Engagement	Most Recent Presentation Community Council	
	(CC) on May 14, 2025. Community Engagement	
	Meeting held on August 26, 2025. CC has	
	provided letter of support.	
Plan Cincinnati Goals	Compete Initiative Area Goal (p. 101-107)	

## **Project Image and Site Map**





## **Proposed Incentive**

Property Transaction Types	Direct Funding – District TIF
TIF District Grant	\$1,350,903

## **EMERGENCY**

**TJL** 

- 2025

AUTHORIZING the City Manager to execute a Funding Agreement with Corryville Community Development Corporation to facilitate acquisition of real property located in the Corryville neighborhood of Cincinnati; AUTHORIZING the transfer and appropriation of \$1,350,903 from the unappropriated surplus of Corryville Equivalent Fund 488 (Corryville TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 488x164x7200 to provide resources for the acquisition of real property; AUTHORIZING the transfer and appropriation of \$120,000 from the unappropriated surplus of Corryville Equivalent Fund 488 (Corryville TIF District) to the Department of Community and Economic Development personnel operating budget account no. 488x164x7100 to provide staffing resources in support of the acquisition of real property in the Corryville neighborhood of Cincinnati; and further DECLARING expenditures from such project account related to the acquisition of real property to be a public purpose and constitute a "Public Infrastructure Improvement" (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 9-Corryville TIF District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, Corryville Community Development Corporation ("Developer") desires to acquire certain real property located at 302 and 306 University Avenue, 303 Donahue Street and 2916 Highland Avenue in the Corryville neighborhood of Cincinnati, all as more particularly described in the Funding Agreement attached as Attachment A hereto (the "Property"), and subsequently undertake demolition, remediation, and stabilization of the deteriorating buildings on the Property, all for the eventual marketing and disposal of such property for its ultimate redevelopment (the "Project"); and

WHEREAS, the City's Department of Community and Economic Development has recommended that the City provide a grant to Developer in an amount of up to \$1,350,903 in support of the Project; and

WHEREAS, pursuant to Ordinance No. 419-2002, passed by Council on December 18, 2002, the City created District 9-Corryville District Incentive District (the "TIF District") to, in part, fund "Public Infrastructure Improvement[s]" as defined in Ohio Revised Code Section 5709.40(A)(8), that benefit and/or serve the TIF District, including acquisition of real property in aid of industry, commerce, distribution, or research; and

WHEREAS, the Property is located within the boundaries of the TIF District; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange or otherwise dispose of, property, structures,

equipment and facilities for industry, commerce, distribution, and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement, or equipment of such property, structures, equipment, and facilities; and

WHEREAS, the City believes that the economic benefits of the Project will benefit and/or serve the TIF District; is in the vital and best interests of the City and health, safety, and welfare of its residents; and is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, providing resources for acquisition of property by Developer is in accordance with the "Live" goal to "[C]reate a more livable community" as well as the strategy to "[S]upport and stabilize our neighborhoods" as described on page 156-163 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 Funding Agreement with Corryville Community Development Corporation ("Developer"), in substantially the form attached to this ordinance as Attachment A (the "Agreement"), pursuant to which: (a) Developer will acquire certain real property located at 302 and 306 University Avenue, 303 Donahue Street and 2916 Highland Avenue in the Corryville neighborhood of Cincinnati, which property is more particularly described in the Agreement (the "Property"), for the eventual marketing and disposal of the Property for its ultimate redevelopment (the "Project"), and (b) the City will make a grant of up to \$1,350,903 to Developer in support of the Project, on the terms and conditions contained within the Agreement.

Section 2. That the Director of Finance is hereby authorized to transfer and appropriate \$1,350,903 from the unappropriated surplus of Corryville Equivalent Fund 488 to Department of Community and Economic Development non-personnel operating budget account no. 488x164x7200 to provide resources in the form of a grant to finance the Project, as allowable by Ohio law and as further described in the Agreement.

Section 3. That the Director of Finance is hereby authorized to transfer and appropriate \$120,000 from the unappropriated surplus of Corryville Equivalent Fund 488 to Department of

Community and Economic Development personnel operating budget account no. 488x164x7100 to provide staffing resources in support of the Project, as allowable by Ohio law.

Section 4. That Council hereby declares that the Project (a) serves a public purpose, and (b) constitutes a "Public Infrastructure Improvement" (as defined in Ohio Revised Code ("R.C.") Section 5709.40(A)(8)), that will benefit and/or serve the District 9-Corryville TIF District Incentive District, subject to compliance with R.C. Sections 5709.40 through 5709.43.

Section 5. That Council authorizes the appropriate City officials to take all necessary and proper actions as they deem necessary or appropriate to fulfill the terms of this ordinance and the Agreement, including, without limitation, executing any and all closing documents, agreements, amendments, and other instruments pertaining to the Project.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable Developer to move forward with the closing and acquisition of the Property and commencement of the Project as soon as possible, which will result in the stimulation of economic growth in the Corryville neighborhood at the earliest possible date.

Passed:		, 2025	
			Aftab Pureval, Mayor
Attest:			
	Council		

Contract No.	
FUNDING AGREEMENT	
by and between	
CITY OF CINCINNATI,	
and	
CORRYVILLE COMMUNITY DEVELOPMENT CORPORATION, an Ohio nonprofit corporation	
Project Name: Mecklenburg Gardens Acquisition (grant for the acquisition of real property located at 302 and 306 University Avenue, 303 Donahue Street and 2916 Highland Avenue)	
Date:, 2025	

4899-0979-7482

#### **FUNDING AGREEMENT**

(Mecklenburg Gardens Acquisition)

This FUNDING AGREEMENT (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "City"), and CORRYVILLE COMMUNITY DEVELOPMENT CORPORATION, an Ohio nonprofit corporation, 283 Martin Luther King Dr., Cincinnati, Ohio 45219 ("Developer").

#### Recitals

- A. Pursuant to a *Real Estate Purchase Agreement* dated March 24, 2025, as amended by that *Amendment to Purchase Agreement* dated April 1, 2025 (as amended, the "**Agreement**") between Developer and 302 University Ave LLC ("**Seller**") Developer has obtained the right to purchase the real property located at 302 and 306 University Avenue, 303 Donahue Street and 2916 Highland Avenue in the Corryville neighborhood of Cincinnati, as depicted and described on Exhibit A (Site Plan & Legal Description) hereof (the "**Property**").
- B. Developer desires to complete certain due diligence and, subject to Developer's satisfaction with its review of any such due diligence materials, thereafter, acquire the Property.
- C. Following Developer's acquisition of the Property, Developer desires to stabilize the existing structure on the Property as further described on Exhibit B (*Statement of Work and Budget*) hereto (the "**Project**").
- D. After completing the stabilization phase of the Project, Developer has agreed to (i) market the Property to a third-party developer or end-user of the Property, (ii) propose a redevelopment plan for the Property, and (iii) cause the redevelopment of the Property in order to transform the Property to a more productive use that will stimulate economic growth and help revitalize the Corryville neighborhood, as further described in <a href="Exhibit B">Exhibit B</a> (the "Future Project").
- E. To facilitate both the Project and the Future Project, and to promote the economic feasibility thereof, the City, upon the recommendation of the City's Department of Community and Economic Development ("**DCED**"), desires to provide financial assistance for the Project, including a cash grant in an amount not to exceed \$1,350,903 (the "**Funds**"), which the City will make available at Closing (as defined below) for the purpose of acquiring the Property, as further described in <a href="Exhibit B">Exhibit B</a>, subject to the terms and conditions of this Agreement.
- F. The City believes that the Project is (i) in the vital and best interests of the City and the health, safety, and welfare of its residents; and (ii) consistent with the public purpose and provisions of applicable federal, state, and local laws and requirements.
- G. Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange, or otherwise dispose of, property, structures, equipment and facilities for industry, commerce, distribution and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement or equipment of such property, structures, equipment, and facilities.
- H. Execution of this Agreement on behalf of the City was authorized by Ordinance No. \_\_\_-20\_\_, passed by City Council on \_\_\_\_\_, 2025, which appropriated funds for the acquisition of the Property, which the City has determined constitutes a Public Infrastructure Improvement (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 9-Corryville District Incentive District.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and the other good and valuable consideration herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Term.</u> The term of this Agreement shall commence on the Effective Date, and unless sooner terminated as herein provided, shall end on the date Developer has satisfied all other obligations to the City under this Agreement, including the Future Project (the "Term"). Any and all obligations of Developer that have accrued but have not been fully performed as of such termination or expiration date shall survive such termination or expiration until fully performed.

4899-0979-7482

#### 2. Project.

- (A) <u>Due Diligence</u>. Developer shall complete all due diligence in accordance with Exhibit B and provide copies of all Due Diligence Materials (as defined below) in accordance with Section 4(B) below.
- (B) Acquisition of Property. Upon Developer's and the City's approval of the Due Diligence Materials, and subject to the terms and conditions of Section 4 below, Developer shall close on the purchase of the Property from the Seller (the "Closing") not later than October 8, 2025. Developer warrants that, at Closing, Developer shall obtain fee simple title to the Property, free and clear of all liens and encumbrances except for recorded encumbrances, if any, that will not impair or impede the completion of the Project or the Future Project, as more particularly described on Exhibit B. At Closing, Developer shall execute all customary closing documents and provide copies to the City. Developer shall be responsible for all costs of Closing, including, without limitation, closing, escrow, and recording fees and any other commercially reasonable costs or expenses necessary to complete the transaction contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, and thereafter neither party shall have any right or obligations to the other, if for any reason the Closing does not occur by December 1, 2026; provided however, upon Developer's request, the Director of DCED may, in her sole and absolute discretion, extend such timeframe by providing written notice to Developer.
- (C) <u>Stabilization</u>. Subject to the terms of this Agreement, Developer shall (1) apply for and receive the required building permits from the City's Department of Buildings and Inspections ("B&I") for the limited demolition and stabilization phase of the Project as further described in <u>Exhibit B</u> hereto, and (2) commence construction on the Property in accordance with Exhibit B no later than the date that is 6 months from the Closing (the "Project Commencement Date"). Developer shall complete the limited demolition and stabilization phase of the Project to the satisfaction of the City, in its sole and absolute discretion, no later than the date that is 12 months after the date Developer actually commences construction on the Property (the "Project Completion Date").
- 3. Future Project. Following Closing, Developer shall diligently market the Property for sale or lease to a developer, or end-user in accordance with Exhibit B. Developer shall identify an end-user for the Property and submit to the City for its approval, which approval may be withheld in the City's sole and absolute discretion, its proposed end-user of the Property along with a plan for the redevelopment of the Property no later than October 15, 2031 (the "Disposition Date"), provided however upon Developer's request and at the DCED Director's sole and absolute discretion, the City may extend the Disposition Date by up to 12 months by providing written notice to Developer. Developer shall market the Property with the intent that the Property be redeveloped into the Future Project, as more particularly described on Exhibit B. Notwithstanding the foregoing, Developer shall not enter into a contract for the Future Project without the City's prior written approval, nor shall Developer sell, transfer, or convey any interest in the Property without the City's prior written consent, which may be withheld in the City's sole and absolute discretion (the "Future Project Covenant"). Developer shall execute a Restrictive Covenant, substantially in the form of Exhibit C (Form of Restrictive Covenant) hereto, and record said Restrictive Covenant in the real property records of Hamilton County, Ohio Records, all at Developer's expense.
- 4. <u>City Financial Assistance</u>. Provided that Developer and the City are satisfied with the Due Diligence Materials, and subject to the terms and conditions of this Agreement, the City agrees to provide the Funds to Developer for the Project. 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. Except for the City's agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.
- (A) <u>Use of Funds</u>. The Funds shall be used for the acquisition of the Property and associated costs, as itemized on <u>Exhibit B</u>, and for no other purpose. Following the City's approval or waiver of the Due Diligence Materials, the City shall transfer the Funds to <u>Summit Title Agency, Inc.</u> (the "**Escrow Agent**"), along with a closing escrow instruction letter detailing the conditions for release of the Funds at Closing. Following the City's approval or waiver of the Due Diligence Materials, in the City's sole and absolute discretion, and within 30 days of the City's receipt of a proper payment voucher, the City will instruct the Escrow Agent to release the Funds to Developer at Closing to facilitate Developer's purchase of the Property from Seller. The City shall not disburse any portion of the Funds to Developer in advance of the Closing. If the amount of funds necessary to finance the acquisition is less than \$1.350,903, then the amount of Funds made available by the City Formatted: Underline

4899-0979-7482 2

under this Agreement shall be reduced to such lesser amount, in which case Developer shall return to the City any Funds disbursed by the City in excess of the amount required to acquire the Property.

- (B) <u>Conditions Precedent to Disbursement</u>. The obligation of the City to disburse any portion of the Funds is subject to the satisfaction or waiver in the City's sole and absolute discretion, of all of the following items (the "**Due Diligence Materials**"), which Developer shall deliver to the City:
  - Site Control and Evidence of Clear Title. Developer shall present evidence, satisfactory to the City, that Developer will acquire marketable title to the Property in fee simple absolute, and that said title is free, clear, and unencumbered;
  - Survey. Developer shall present evidence that it has obtained a survey of the Property and new legal descriptions to ensure Developer is receiving marketable title to the Property;
  - (iii) <u>Title Commitment</u>. Developer shall provide a commitment of title insurance for the Property, including an ALTA property survey of the Property, obtained by Developer and acceptable to the City, evidencing the title company's commitment to issue an Owner's Policy of Title Insurance to Developer;
  - (iv) <u>Geotechnical and Environmental Condition</u>. Developer shall be satisfied that the geotechnical and environmental condition of the Property is acceptable for development of the Future Project;
  - (v) Environmental Report. Developer must deliver to the City an Environmental Reliance Letter issued by Developer's environmental certified professional, satisfactory to the City's Office of Environment and Sustainability ("OES"), stating that the City shall be entitled to rely upon all environmental reports and the like prepared by Developer's environmental certified professional in connection with the Property, including, without limitation, a Phase I Environmental Site Assessment, and any additional assessments as may be required by OES, in a form acceptable to the City;
  - (vi) <u>Budget</u>. Developer must present a final itemized budget for the Project, generally consistent with the budget shown on <u>Exhibit B</u> hereto (the "**Budget**");
  - (vii) <u>Insurance</u>. Developer must present evidence that all insurance policies required under this Agreement have been secured:
  - (viii) Financing. Developer must present evidence that all other financing necessary for the Project has been obtained;
  - (ix) Appraisal. An appraisal of the Property indicating its fair market value; and
  - (x) Other Information. Developer must present such other information and documents pertaining to Developer, the Property, or the Project as the City may reasonably require.

Once the Due Diligence Materials have been approved by the City, Developer shall not make or permit any changes thereto without the prior written consent of the Director of DCED.

(C) No Other City Assistance. Except for the City's agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the Project.

#### 5. Maintenance of Property.

(A) <u>Maintenance of Property</u>. Following Developer's acquisition of the Property and throughout the Term of this Agreement, Developer shall be responsible for all real estate taxes, maintenance costs, and other costs associated with the Property and the City shall have no obligation to reimburse Developer for the same.

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(B) Applicable Laws. Developer shall obtain, pay for, and maintain all necessary permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, judicial orders, and other governmental requirements applicable to the work on the Project, including, without limitation, those set forth on Exhibit D (Additional Requirements) hereto. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits, or other approvals from the City's Department of Buildings and Inspections, the City's Department of Transportation and Engineering, City Planning Commission, City Council, or any other governmental agency that may be required in connection with the Project.

#### 6. Insurance.

- (A) Insurance. Until such time as all work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) worker's compensation insurance in such amount as required by law, (iii) all insurance as may be required by Developer's lenders for the Project, and (iv) such other insurance as may be reasonably required by the City. All 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 cancelled or modified without at least 30 days prior written notice to the City. Prior to commencement of the Project, Developer shall send proof of all such insurance to DCED 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.
- (B) Waiver of Subrogation in Favor of City. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors, and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors, or subcontractors; it being the agreement of the parties that Developer shall at all times protect itself against such loss or damage by maintaining adequate insurance. Developer shall cause its insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.
- (C) <u>General Indemnity</u>. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify, and hold the City, its officers, council members, employees, and agents (collectively, the "Indemnified Parties") harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages (collectively, "Claims") suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project. Developer's indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement with respect to Claims arising prior thereto.
- 7. <u>Casualty: Eminent Domain</u>. If the Property, or any improvements thereon made pursuant to the Project, is damaged or destroyed by fire or other casualty, or if any portion of a Property is taken by exercise of eminent domain (federal, state, or local), Developer shall cause the Property to be repaired and restored, as expeditiously as possible, and to the extent practicable, to substantially the same condition that existed immediately prior to such occurrence. If the proceeds are insufficient to fully repair and restore the affected property, the City shall not be required to make up the deficiency. Developer shall handle all reconstruction in accordance with the applicable requirements set forth herein. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the affected Property is being repaired or restored.

#### 8. Default; Remedies.

- (A) <u>Default</u>. The occurrence of any of the following shall be an "event of default" under this Agreement:
- (i) the dissolution, other than in connection with a merger, of Developer, the filing of any bankruptcy or insolvency proceedings by Developer, or the making by Developer of an assignment for the benefit of creditors, or the filing of any bankruptcy or insolvency proceedings against Developer, the appointment of a receiver (temporary or permanent) for Developer or the Property, the attachment of, levy upon, or seizure by legal process of Developer, or the

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insolvency of Developer, unless such appointment, attachment, levy, seizure, or insolvency is cured, dismissed, or otherwise resolved to the City's satisfaction within 30 days following the date thereof; or

- any failure of Developer to perform or observe, or the failure of Developer to cause to be performed or observed (if applicable), any other obligation, duty, or responsibility under this Agreement, the Future Project Covenant, or any other agreement executed by Developer and the City, or any instrument executed by Developer in favor of the City, in each case in connection with the Project or the Future Project, and failure by Developer to correct such default within 30 days after Developer's receipt of written notice thereof from the City (the "Cure Period"); provided, however, that if the nature of the default is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within such Cure Period and thereafter diligently completes such cure within 60 days after Developer's receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, 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.
- Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof and, without limitation of its other rights and remed ies, and with or without terminating this Agreement, demand that Developer repay to the City any Funds that had been disbursed to Developer or Developer's designee, (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 Developer, and (iii) exercise any and all other rights and remedies available at law or in equity, including, without limitation, pursuing an action for specific performance, all such rights and remedies being cumulative. Developer shall be liable for all costs and damages, including, without limitation, attorneys' fees, suffered or incurred by the City in connection with administration, enforcement, or termination of this Agreement or as a result of a default of Developer under this Agreement or the City's termination of this Agreement. Upon the occurrence of an event of default and within 5 business days after the City's demand, Developer shall deliver to the City all pertinent documents, records, invoices, and other materials pertaining to the Project that are in Developer's possession or under Developer's control, including, without limitation, as built-drawings (to the extent that the improvements have been completed), appraisals, warranty information, operating manuals, and copies of all third-party contracts entered into by Developer in connection with the Project. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy shall not constitute a waiver of the breach of such covenant or of such remedy. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the City be obligated to disburse any Funds to Developer if Developer is then in default under this Agreement.
- Notices. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS, or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

Dept. of Community and Economic Development City of Cincinnati 805 Central Avenue, 7th Floor Cincinnati, Ohio 45202

Attn: Director

To Developer:

Corryville Community Development Corporation 283 Martin Luther King Dr., Cincinnati. Ohio 45219 Attn: Brandon Williams, Director

If Developer sends a notice to the City alleging that the City is in default under this Agreement, Developer shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

Representations, Warranties, and Covenants. Developer makes the following representations, warranties, and covenants to induce the City to enter into this Agreement (and Developer shall be deemed as having made these representations, warranties, and covenants again upon Developer's receipt of each disbursement of Funds):

4899-0979-7482

- (i) Developer is duly organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement.
- (ii) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed, and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer.
- (iii) 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.
- (iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer or the Project at law or in equity or before or by any governmental authority that would materially impact the Project or impair Developer's financial condition or its ability to perform its obligations under this Agreement.
- (v) 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 that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.
- (vi) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.
- (vii) Pursuant to Section 301-20, Cincinnati Municipal Code, neither Developer nor any of its affiliates are currently delinquent in paying any fines, penalties, judgments, water or other utility charges, or any other amounts owed by them to the City.

#### 11. Reporting Requirements.

- (A) <u>Submission of Records and Reports: Records Retention</u>. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational, and other reports, records, statements, and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "Records and Reports"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports for a period of 3 years after the expiration or termination of this Agreement.
- (B) <u>City's Right to Inspect and Audit</u>. During construction of the Project and for a period of 3 years after the expiration or termination of this Agreement, Developer shall permit the City, its employees, agents, and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

### 12. General Provisions.

- (A) <u>Assignment</u>. During the Term of this Agreement, Developer shall not sell the Property or 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.
- (B) <u>Entire Agreement; Conflicting Provisions</u>. This Agreement (including the exhibits hereto) constitutes 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 other agreements are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control. In the event that any of the provisions of this Agreement are in conflict or are inconsistent, the provision determined by the City to provide the greatest legal and practical safeguards with respect to the use of the Funds and the City's interests in connection with this Agreement shall control.
  - (C) Amendments. This Agreement may be amended only by a written amendment signed by both parties.
- (D) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.
- (E) <u>Binding Effect</u>. 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) <u>Captions</u>. 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) <u>Severability</u>. 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) <u>Time</u>. Time is of the essence with respect to performance by the parties of their respective obligations under this Agreement.
- (J) Recognition of City Assistance. Developer shall acknowledge the financial support of the City with respect to this Agreement 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 Project. In identifying the City as a funding source, Developer shall use either the phrase "Funded by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.
- (K) No Third-Party Beneficiaries. The parties hereby agree that no third party beneficiary rights are intended to be created by this Agreement.
- (L) No Brokers. The City and Developer 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 Developer's acquisition of the Property (or, if Seller is represented by a real estate broker or agent, Developer's purchase contract with Seller shall require Seller to pay any and all real estate commissions and fees owed to such broker pursuant to the separate agency agreement between them).

4899-0979-7482 7

- 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.
- Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- Administrative Actions. To the extent permitted by applicable laws, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement or the funding hereunder.
- (P) <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature.
- **Exhibits.** The following Exhibits are attached hereto and made a part hereof: 13.

Exhibit A – Site Plan & Legal Description
Exhibit B – Statement of Work and Budget
Exhibit C – Form of Restrictive Covenant

Exhibit D - Additional Requirements

SIGNATURES ON FOLLOWING PAGE

The parties have executed this Agreement on the dates indicated below, effective as of the later of such dates (the "Effective Date").

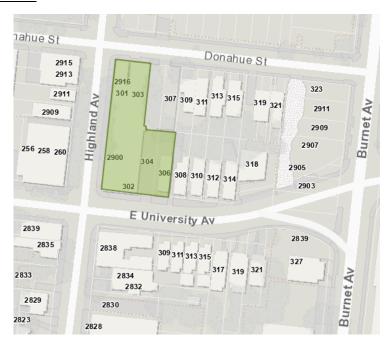
CITY OF CINCINNATI, an Ohio municipal corporation		CORRYVILLE COMMUNITY DE CORPORATION, an Ohio nonprofit corporation	EVELOPMENT
By: Sheryl M.M. Long, City Manager	_	Ву:	<del></del>
Date:, 202	25	Printed Name:	
		Title:	
		Date:	_, 2025
APPROVED AS TO FORM:  Assistant City Solicitor			
CERTIFIED DATE:			
AMOUNT:			
BY: Steve Webb, City Finance Director			

SIGNATURE PAGE TO FUNDING AGREEMENT

# Exhibit A to Funding Agreement

# Site Plan & Legal Description

### I. Site Plan:



Aerial Image: 302-306 University Avenue, 2916 Highland Avenue, 303 Donahue Street

#### II. Legal Description:

Property 1:

Property Address: 302 University Avenue and 303 Donahue Street, Cincinnati, OH, 45219

Parcel ID Nos.: 092-0004-0035-00 (cons. -0035, -0036, -0037) and

092-0004-0033-00 (cons. -0033, -0034)

Situate in the City of Cincinnati, Hamilton County, Ohio and being all of Lots Numbers 129, 130, 140 and Part of Lot 139 of Burnett & Reeder's Subdivision, as recorded in Plat Book 1, Page 6, Hamilton County, Ohio Plat Records, and being more particularly described as follows: Beginning at the northeast corner of Highland Avenue and East University Avenue, which point is also the southwest corner of said Lot No. 129; thence north along the east line of Highland Avenue, a distance of 135 feet to a point in the west line of said Lot 139; thence east and parallel with the south line of Donahue Street, 22.85 feet to a point in said Lot No. 139; thence north, and parallel with Highland Avenue, 65 feet to the south line of Donahue Street, thence east along the south line of Donahue Street 27.15 feet to a point which point is the northeast corner of said Lot No. 140; thence south, and parallel with Highland Avenue, 200 feet to the north line of East University Avenue, which point is the southeast corner of said Lot 130; thence west along the north line of University Avenue, 50 feet to the place of beginning.

and

Situate in the City of Cincinnati, Hamilton County, Ohio and being Lot No. 131 in the Burnet and Reeder's, a plat of which subdivision is recorded in Plat Book 1, Page 6 of the Hamilton County, ~ 1 Ohio Recorders Office, said Lot fronts 25 feet on the North side of East University Avenue extending back 100 feet between parallel lines and being 50 feet East of Highland Avenue.

Property 2:

Property Address: 306 University Avenue, Cincinnati, OH, 45219

Parcel ID No.: 092-0004-0038-00

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, and being all that certain lot of land known as Lot Number 132 in Burnet and Reeder's Subdivision of land on Mt. Auburn, in Millcreek Township, now in the City of Cincinnati, and being in Section 14, Town 3, Fractional Range 2, of the Miami Purchase, which said Subdivision is recorded in Plat Book 1, Pages 4, 5, 6, and 7 of said County Records. Said lot fronting 25 feet on the north side of University Avenue (formerly McLean Street) and extends back 100 feet to the middle of the block.

Property 3:

Property Address: 2916 Highland Avenue, Cincinnati, OH, 45219

Parcel ID No.: 092-0004-0221-00

Situate in the City of Cincinnati, Hamilton County, State of Ohio and being part of Lot number 139 of Burnet and Reeder's Subdivision, a plat of which subdivision is recorded in Plat Book 1, Page 6, Recorder's Office, Hamilton County, Ohio and beginning at the southeast comer of Highland Avenue and Donahue Street, which point of beginning is the northwest comer of said lot number 139; thence east along the south line of Donahue Street 22.85 feet to a point; thence south and parallel with the east line of Highland Avenue 65 feet to a point; thence west and parallel with Donahue Street 22.85 feet to the east line of Highland Avenue; thence north along the east line of Highland Avenue 65 feet to the place of beginning.

# <u>Exhibit B</u> to Funding Agreement

#### Statement of Work and Budget

#### I. STATEMENT OF WORK

- A. Project. Developer shall do all of the following with respect to the Project:
  - Acquisition of the Property. Developer shall acquire good and marketable fee simple title to the Property and hold the Property for a future development project.
- Stabilization, Demolition, and Remediation of the Property. After closing on the sale of the Property, Developer shall do all of the following with respect to the Property:
  - a. <u>Environmental Remediation</u>: Developer shall perform environmental remediation for any identified contaminants that exist in the building during the time occupants (if any) remain in the building and while the building structure remains standing before demolition has been initiated.
  - b. <u>Demolition</u>: Developer shall undertake demolition as necessary and appropriate, to eliminate the slum and blight conditions affecting the Property. The demolition may include full removal of the building structure, underlying slabs, and subsurface structures on the Property. The demolition shall also include the limited demolition and stabilization of the failing wall on the 302 E University parcel. Developer shall further remediate any asbestoscontaining materials found on the Property, and remediate any above-grade or sub-grade environmental contamination that may be discovered at the Property, which shall be the Developer's responsibility to remediate, to the extent deemed necessary by the City.
  - c. <u>Stabilization</u>. Developer shall diligently implement such necessary stabilization activities to make the Property safe, secure, and watertight. Completion of stabilization work will safeguard the Property from further damage and position the property for the future development with consideration of renovation and/or new construction phases.
- Security Measures. Once the demolition is completed, Developer shall make such improvements
  and taking such other actions as Developer reasonably determines are necessary to ready the
  Property for development and to provide appropriate security and controls with respect thereto.
- B. <u>Future Project</u>. Following the acquisition and demolition phases of the Project, Developer shall do all of the following with respect to the Future Project:
  - 1. <u>Maintenance</u>. Developer shall maintain the Property in good condition, without tax liens, and free from code enforcement issues while holding title to the Property.
- 2. <u>Disposition and Marketing of the Property</u>. Developer shall immediately begin marketing the Property for redevelopment, and, if applicable, shall perform any improvements deemed necessary to make the Property marketable for redevelopment. Developer shall notify the City within 30 days of Developer's receipt of a complete disposition application which shall include, but is not limited to, building and architectural plans and specifications, a redevelopment budget, a financing plan, and an operating pro forma. The marketing and disposition activity of the Project shall be deemed complete upon the sale or lease of the Property to a third-party developer or end-user, subject to the City's approval, which approval may be withheld in the City's sole and absolute discretion, which Developer shall cause to occur no later than the Disposition Date.

#### II. BUDGET

	City Funds	Non-City Funds	Total
Acquisition Costs			
Acquisition - Building	\$1,200,000.00	\$0.00	\$1,200,000.00
SUBTOTAL ACQUISITION COSTS	\$1,200,000.00	\$0.00	\$1,200,000.00
Stabilization Costs			
Stabilization – Building	\$0.00	\$200,000	\$200,000
SUBTOTAL STABILIZATION CONSTRUCTION COSTS	\$0.00	\$200,000.00	\$200,000.00
Soft Costs			
Environmental Reports and Environmental Mitigation	\$3,400.00	\$0.00	\$3,400.00
Survey Costs	\$2,500.00	\$0.00	\$2,500.00
Legal Fees	\$2,500.00	\$0.00	\$2,500.00
Title/Closing	\$6,000.00	\$0.00	\$6,000.00
Appraisal	\$3,750.00	\$0.00	\$3,750.00
Inspections	\$3,675.00	\$0.00	\$3,675.00
Soft Costs Contingency	\$9,078.00	\$0.00	\$9,078.00
SUBTOTAL SOFT COSTS	\$30,903.00	\$0.00	\$30,903.00
Developer Fee (10%)	\$120,000.00	\$0.00	\$120,000.00
SUBTOTAL DEVELOPER FEE	\$120,000.00	\$0.00	\$120,000.00
TOTAL PROJECT COSTS	\$1,350,903.00	\$200,000.00	1,550,903.00

### TOTAL SOURCES OF FUNDS (LEVERAGE)

	,
City TIF District Funds	\$1,350,903.00
Developer Equity	\$200,000.00
TOTAL	\$1,550,903.00

The parties may elect to revise the Budget to reallocate Funds between budget line items through a letter signed by both the City and Developer. However, in no event will the City add any additional funds to the Budget. In the event of cost overruns, it shall be Developer's responsibility to complete the Project.

# Exhibit C to Funding Agreement

Form of Restrictive Covenant

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]
RESTRICTIVE COVENANT (Future Project)
THIS RESTRICTIVE COVENANT (this "Covenant") is made as of the Effective Date (as defined on signature page hereof), by CORRYVILLE COMMUNITY DEVELOPMENT CORPORATION, an Ohio nonprofit corporation, the address of which is Martin Luther King Dr., Cincinnati, Ohio 45219 ("Owner"), for the benefit of the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "City").
Recitals:
A. By virtue of a deed recorded in Official Record, Page, Hamilton County, Ohio Records, Owner holds ownership in fee title to certain property located at 302 and 306 University Avenue, 303 Donahue Street and 2916 Highland Avenue, Cincinnati, Ohio 45219, all as more particularly described on <a href="Exhibit A"><u>Exhibit A</u></a> ( <i>Legal Description</i> ) hereto (collectively, the " <b>Property</b> ").
B. The City and Owner are parties to that certain Funding Agreement dated, 20 (as the same may hereafter be amended, restated, or replaced from time to time, the "Agreement"), which provides that the City is willing to make certain Funds (as described therein) available to Owner to facilitate the acquisition of the Property by Owner so long as Owner agrees to cause to be prepared a redevelopment plan for the Property to transform the Property to a more productive use that will stimulate economic growth and help revitalize the Corryville neighborhood of Cincinnati (the "Future Project"). Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement.
NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby declares that the Property is and shall be subject to the provisions of this Covenant as set forth below.
1. Covenant not to Sell, Transfer, or Convey Without the City's Prior Written Consent.

- 1. <u>Covenant not to Sell, Transfer, or Convey Without the City's Prior Written Consent.</u>

  Neither the Property nor any interest therein shall be sold, transferred, mortgaged, or conveyed without the City's prior written consent, until the City has approved of the Future Project recommended by the Owner, unless sooner terminated as provided in Section 5 of this Covenant, below.
- 2. <u>Enforcement of the Covenants</u>. The City is the beneficiary of the covenants contained herein. Each and every provision of this Covenant shall apply to and be enforceable by an action at law or equity instituted by the City against all owners of the Property. Any failure of the City to enforce any provision of this Covenant shall not be deemed a waiver of the City's right to do so thereafter. This Covenant shall not be amended, released, extinguished, or otherwise modified without the prior written consent of the City, which consent may be withheld in its sole and absolute discretion.
- 3. <u>Covenants to Run with the Land</u>. Owner intends, declares, and covenants on behalf of itself and its respective successors and assigns that this Covenant and the provisions contained herein (a)

shall be covenants running with the land and are binding upon Owner and Owner's successors-in-title, (b) are not merely personal covenants of Owner, and (c) shall inure to the benefit of the City. Owner hereby agrees that any and all requirements of the laws of the State of Ohio to be satisfied in order for the provisions of this Covenant to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate or privity of contract are also deemed to be satisfied in full.

- **4.** <u>Severability.</u> Each provision of this Covenant and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Covenant. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Covenant.
- 5. <u>Termination</u>. Owner may terminate this Covenant upon repayment to the City an amount equal to the full amount of the Funds, thus making the Covenant null and void. Upon such repayment, the City shall provide a release of this Covenant to Owner for recording in the Hamilton County, Ohio Recorder's Office, at Owner's expense.
  - <u>Exhibits</u>. The following exhibits are attached hereto and made a part hereof: <u>Exhibit A</u> - Legal Description

SIGNATURES ON FOLLOWING PAGE

Executed on, and effective as of, the date of acknowled	dgement set forth below (the "Effective Date").
	CORRYVILLE COMMUNITY DEVELOPMENT CORPORATION
	Ву:
	Printed name:
	Title:
STATE OF OHIO ) ) ss: COUNTY OF HAMILTON )	
The foregoing instrument was acknowledged b by, the Development Corporation, an Ohio nonprofit corporatio	of the Corryville Community
	n, on benan of the corporation.
	Notary Public My commission expires:
	Notary Public
Approved as to Form:	Notary Public
	Notary Public
Approved as to Form:	Notary Public

# Exhibit A to Restrictive Covenant

#### Legal Description

Property 1:

Property Address: 302 University Avenue and 303 Donahue Street, Cincinnati, OH, 45219

Parcel ID Nos.: 092-0004-0035-00 (cons. -0035, -0036, -0037) and

092-0004-0033-00 (cons. -0033, -0034)

Situate in the City of Cincinnati, Hamilton County, Ohio and being all of Lots Numbers 129, 130, 140 and Part of Lot 139 of Burnett & Reeder's Subdivision, as recorded in Plat Book 1, Page 6, Hamilton County, Ohio Plat Records, and being more particularly described as follows: Beginning at the northeast corner of Highland Avenue and East University Avenue, which point is also the southwest corner of said Lot No. 129; thence north along the east line of Highland Avenue, a distance of 135 feet to a point in the west line of said Lot 139; thence east and parallel with the south line of Donahue Street, 22.85 feet to a point in said Lot No. 139; thence north, and parallel with Highland Avenue, 65 feet to the south line of Donahue Street, thence east along the south line of Donahue Street 27.15 feet to a point which point is the northeast corner of said Lot No. 140; thence south, and parallel with Highland Avenue, 200 feet to the north line of East University Avenue, which point is the southeast corner of said Lot 130; thence west along the north line of University Avenue, 50 feet to the place of beginning.

and

Situate in the City of Cincinnati, Hamilton County, Ohio and being Lot No. 131 in the Burnet and Reeder's, a plat of which subdivision is recorded in Plat Book 1, Page 6 of the Hamilton County, ~ 1 Ohio Recorders Office, said Lot fronts 25 feet on the North side of East University Avenue extending back 100 feet between parallel lines and being 50 feet East of Highland Avenue.

#### Property 2:

Property Address: 306 University Avenue, Cincinnati, OH, 45219

Parcel ID No.: 092-0004-0038-00

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, and being all that certain lot of land known as Lot Number 132 in Burnet and Reeder's Subdivision of land on Mt. Auburn, in Millcreek Township, now in the City of Cincinnati, and being in Section 14, Town 3, Fractional Range 2, of the Miami Purchase, which said Subdivision is recorded in Plat Book 1, Pages 4, 5, 6, and 7 of said County Records. Said lot fronting 25 feet on the north side of University Avenue (formerly McLean Street) and extends back 100 feet to the middle of the block.

#### Property 3:

Property Address:
Parcel ID No.: 2916 Highland Avenue, Cincinnati, OH, 45219

092-0004-0221-00

Situate in the City of Cincinnati, Hamilton County, State of Ohio and being part of Lot number 139 of Burnet and Reeder's Subdivision, a plat of which subdivision is recorded in Plat Book 1, Page 6, Recorder's Office, Hamilton County, Ohio and beginning at the southeast comer of Highland Avenue and Donahue Street, which point of beginning is the northwest comer of said lot number 139; thence east along the south line of Donahue Street 22.85 feet to a point; thence south and parallel with the east line of Highland Avenue 65 feet to a point; thence west and parallel with Donahue Street 22.85 feet to the east line of Highland Avenue; thence north along the east line of Highland Avenue 65 feet to the place of beginning.

# Exhibit D to Funding Agreement

#### Additional Requirements

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

#### This Exhibit serves two functions:

- (i) Serving as a Source of Information With Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.
- (ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

#### (A) Construction Workforce.

(i) <u>Applicability</u>. 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) <u>Applicability</u>. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).
- (b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor's meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor's meet and confer activity.

### (ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to "construction contracts" under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal 4899-0979-7482

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) <u>Requirement</u>. 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)  $\underline{\text{City Building Code}}$ . All construction work must be performed in compliance with City building code requirements.
- (D) <u>Lead Paint Regulations</u>. 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) <u>Displacement</u>. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

#### (F) Small Business Enterprise Program.

- (i) <u>Applicability</u>. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).
- (ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <a href="http://cincinnati.diversitycompliance.com">http://cincinnati.diversitycompliance.com</a>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:
  - (1) Including qualified SBEs on solicitation lists.
  - (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
  - (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
  - (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

- (iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.
- (iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- (v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.
- (vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

#### (G) Equal Employment Opportunity.

- (i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.
- (ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.
- (H) <u>Prevailing Wage</u>. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as <u>Addendum I to Additional Requirements Exhibit</u> (*City's Prevailing Wage Determination*) hereto.
- (I) <u>Compliance with the Immigration and Nationality Act</u>. 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) <u>Prompt Payment</u>. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.
- (K) <u>Conflict of Interest</u>. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- (L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

#### (M) Wage Enforcement

- (i) <u>Applicability.</u> Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "**Wage Enforcement Chapter**"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.
- (ii) Required Contractual Language. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.
- (a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.
- (b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.
- (c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the 4899-0979-7482

City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

- (d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.
- (e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.
- (f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

#### (N) Americans With Disabilities Act; Accessibility.

- (i) <u>Applicability</u>. 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) <u>Electric Vehicle Charging Stations in Garages</u>.

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

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

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

Intentionally Omitted



September 29, 2025

To:

Members of the Budget & Finance Committee

From:

Sheryl M. M. Long, City Manager

202501800

Subject:

Emergency Ordinance - Approving Assessment DCID - Equalization

**Board Included** 

Attached is an Emergency Ordinance captioned:

**APPROVING** the report of the Downtown Cincinnati Improvement District Assessment Equalization Board dated September 22, 2025.

The Downtown Cincinnati Improvement District assessment must be enacted by City Council to implement the 2026-2029 services plan for the district in accordance with Section 727.23 and Chapter 1710 of the Ohio Revised Code.

Two objections were filed to the special assessment. Council established the Downtown Cincinnati Improvement District Assessment Equalization Board to hear the objections of the property owners. The Board reviewed and decided all objections before it and has submitted its report to Council containing recommendations for addressing those objections.

This ordinance is needed to establish the special assessment to provide resources to implement the 2026-2029 services plan for the district.

The Administration recommends the adoption of this emergency ordinance.

cc: William "Billy" Weber, Assistant City Manager

# **EMERGENCY**

**JRS** 

- 2025

**APPROVING** the report of the Downtown Cincinnati Improvement District Assessment Equalization Board dated September 22, 2025.

WHEREAS, Resolution No. 51-2025 ("Resolution"), adopted by City Council on June 2, 2025, pursuant to Ohio Revised Code Section 727.12, declared the necessity of assessing properties in the Downtown Cincinnati Improvement District ("DCID") to implement the 2026-2029 services plan for the district ("Services Plan"); and

WHEREAS, pursuant to Ohio Revised Code Section 727.13, the owners of property located in the DCID were served with timely notice of the passage of the Resolution and were informed that the estimated assessments necessary for implementing the Services Plan were on file with the Clerk and available for public inspection; and

WHEREAS, pursuant to Ohio Revised Code Section 727.15, certain property owners submitted written objections concerning the assessment of properties within the DCID; and

WHEREAS, pursuant to Ohio Revised Code Section 727.16, Council established the Downtown Cincinnati Improvement District Assessment Equalization Board ("Board") by Ordinance 288-2025, adopted on September 10, 2025, and authorized it to hear and determine the objections by the property owners; and

WHEREAS, pursuant to Ohio Revised Code Section 727.17, the Board has reviewed and decided all objections properly before it, and the Board has submitted a report to Council, dated September 22, 2025, containing its recommendations for addressing those objections; and

WHEREAS, Council wishes to approve the Board's report dated September 22, 2025; now, therefore,

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

Section 1. That the Council hereby approves and adopts the report of the Downtown Cincinnati Improvement District Assessment Equalization Board ("Board") dated September 22, 2025, which recommends no changes to the special assessments, and which report has been filed with the Clerk of Council and is available for public inspection.

Section 2. That the Clerk is hereby authorized to take all necessary and proper actions to modify the estimated assessments for properties in the Downtown Cincinnati Special Improvement District, which assessments are on file with the Clerk in accordance with Resolution No. 51-2025, in order to reflect the recommendations by the Board in its report.

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 all necessary changes to the estimated assessments as recommended by the Board, if any, so that the Council may timely determine whether to proceed with the assessment of properties in the Downtown Cincinnati Special Improvement District.

Passed:		, 2025	
			Aftab Pureval, Mayor
Attest:			
(	Clark		



**September 29, 2025** 

**To:** Members of the Budget & Finance Committee

202501799

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance - Approving Assessment DCID - Equalization

**Board Included** 

Attached is an Emergency Ordinance captioned:

**DETERMINING** to proceed with the assessment of properties in the Downtown Cincinnati Improvement District to implement the 2026-2029 services plan for the district in accordance with Section 727.23 and Chapter 1710 of the Ohio Revised Code.

The Downtown Cincinnati Improvement District assessment must be enacted by City Council to implement the 2026-2029 services plan for the district in accordance with Section 727.23 and Chapter 1710 of the Ohio Revised Code.

Two objections were filed to the special assessment. Council established the Downtown Cincinnati Improvement District Assessment Equalization Board to hear the objections of the property owners. The Board reviewed and decided all objections before it and has submitted its report to Council containing recommendations for addressing those objections.

This ordinance is needed to establish the special assessment to provide resources to implement the 2026-2029 services plan for the district.

The Administration recommends the adoption of this emergency ordinance.

cc: William "Billy" Weber, Assistant City Manager

## EMERGENCY

**JRS** 

- 2025

**DETERMINING** to proceed with the assessment of properties in the Downtown Cincinnati Improvement District to implement the 2026-2029 services plan for the district in accordance with Section 727.23 and Chapter 1710 of the Ohio Revised Code.

WHEREAS, Resolution No. 51-2025 ("Resolution"), adopted by City Council on June 2, 2025, pursuant to Ohio Revised Code Section 727.12, declared the necessity of assessing properties in the Downtown Cincinnati Improvement District ("DCID") to implement the 2026-2029 services plan for the district ("Services Plan"); and

WHEREAS, the estimated assessments necessary for implementing the Services Plan have been on file with the Clerk of Council and have been available for public inspection since the adoption of the Resolution; and

WHEREAS, pursuant to Ohio Revised Code Section 727.13, the owners of real property located in the DCID have been served with notice of the passage of the Resolution, via certified mail and publication, no less than fourteen days prior to the adoption of this ordinance; and

WHEREAS, pursuant to Ohio Revised Code Section 727.15, certain property owners submitted written objections concerning the assessment of properties within the DCID; and

WHEREAS, pursuant to Ohio Revised Code Section 727.16, Council established the Downtown Cincinnati Improvement District Assessment Equalization Board ("Board") by Ordinance 288-2025, adopted on September 10, 2025, and authorized it to hear and determine the objections by the property owners; and

WHEREAS, pursuant to Ohio Revised Code Section 727.17, the Board reviewed and decided all objections properly before it, and the Board submitted its report to Council containing its recommendations for addressing those objections; and

WHEREAS, pursuant to Ohio Revised Code Section 727.17, the Council approved the Board's report by passage of Ordinance No. \_\_\_\_\_-2025; and

WHEREAS, the Council hereby determines to proceed with the assessment to pay for the costs of the Services Plan; now, therefore,

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

Section 1. That, pursuant to Ohio Revised Code Section 727.23, the City Council hereby determines to proceed with the assessment of properties in the Downtown Cincinnati

Improvement District to implement the 2026-2029 services plan for the district ("Services Plan") in accordance with the provisions of Resolution No. 51-2025 ("Resolution").

Section 2. That City Council hereby adopts the estimated assessments on file with the Clerk of Council in accordance with the Resolution, which assessments have been finally calculated and apportioned following the Council's approval of the report of the Downtown Cincinnati Improvement District Assessment Equalization Board dated September 22, 2025.

Section 3. That the City has not received claims for damages pursuant to Ohio Revised Code Section 727.18.

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 begin the process for establishing the assessments necessary to timely implement the Services Plan.

Passed:		, 2025		
			Aftab Pureval, Mayor	
Attest:				
	Clerk			



**September 29, 2025** 

**To:** Members of the Budget & Finance Committee

202501798

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance - Levying Assessment DCID - Equalization

**Board Included** 

Attached is an Emergency Ordinance captioned:

**TO LEVY** special assessments to pay for the costs of implementing the 2026-2029 services plan for the Downtown Cincinnati Improvement District in accordance with Section 727.25 and Chapter 1710 of the Ohio Revised Code.

The Downtown Cincinnati Improvement District assessment must be enacted by City Council to implement the 2026-2029 services plan for the district in accordance with Section 727.23 and Chapter 1710 of the Ohio Revised Code.

Two objections were filed to the special assessment. Council established the Downtown Cincinnati Improvement District Assessment Equalization Board to hear the objections of the property owners. The Board reviewed and decided all objections before it and has submitted its report to Council containing recommendations for addressing those objections.

This ordinance is needed to levy the special assessment to provide resources to implement the 2026-2029 services plan for the district.

The Administration recommends the adoption of this emergency ordinance.

cc: William "Billy" Weber, Assistant City Manager

# **EMERGENCY**

**JRS** 

- 2025

**TO LEVY** special assessments to pay for the costs of implementing the 2026-2029 services plan for the Downtown Cincinnati Improvement District in accordance with Section 727.25 and Chapter 1710 of the Ohio Revised Code.

WHEREAS, Resolution No. 51-2025 ("Resolution"), adopted by City Council on June 2, 2025, pursuant to Ohio Revised Code Section 727.12, declared the necessity of assessing properties in the Downtown Cincinnati Improvement District ("DCID") to implement the 2026-2029 services plan for the district ("Services Plan"); and

WHEREAS, the estimated assessments necessary for implementing the Services Plan have been on file with the Clerk of Council and have been available for public inspection since the adoption of the Resolution; and

WHEREAS, pursuant to Ohio Revised Code Section 727.13, the owners of real property located in the DCID have been served with notice of the passage of the Resolution, via certified mail and publication, no less than fourteen days prior to the adoption of this ordinance; and

WHEREAS, pursuant to Ohio Revised Code Section 727.15, certain property owners submitted written objections concerning the assessment of properties within the DCID; and

WHEREAS, pursuant to Ohio Revised Code Section 727.16, Council established the Downtown Cincinnati Improvement District Assessment Equalization Board ("Board") by Ordinance 288-2025, adopted on September 10, 2025, and authorized it to hear and determine the objections by the property owners; and

WHEREAS, pursuant to Ohio Revised Code Section 727.17, the Board reviewed and decided all objections properly before it, and the Board submitted its report to Council containing its recommendations for addressing those objections; and

WHEREAS, pursuant to Ohio Revised Code Section 727.17, the Council approved the Board's report by Ordinance No. \_\_\_\_\_-2025; and

WHEREAS, pursuant to Ohio Revised Code Section 727.23, by its adoption of Ordinance No. \_\_\_\_\_-2025, City Council has determined to proceed with the assessment to pay for the costs of the Services Plan; and

WHEREAS, the actual costs for implementation of the Services Plan have been ascertained and the apportionment of those costs among the properties located in the DCID substantially equal the estimated assessment amounts on file with the Clerk; and

WHEREAS, the Council hereby determines to levy the assessments to pay for the costs of the Services Plan; now, therefore,

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

Section 1. That that the Council hereby assesses all property located in the Downtown Cincinnati Improvement District ("DCID") and not excluded by law for a period of four years beginning on January 1, 2026, to pay for the costs of implementing the 2026-2029 Services Plan ("Services Plan") for the DCID.

Section 2. That the assessments shall be calculated and apportioned by using a combination of (i) the percentage of an assessed property's front footage relative to the front footage of all assessed properties in the district (which, for purposes of the assessment shall include all property that abuts upon a street, alley, public road, place boulevard, parkway, park entrance, easement, or public improvement), which shall consist of 25 percent of the assessment, and (ii) the percentage of an assessed property's tax value relative to the tax value of all assessed properties in the district, which shall consist of 75 percent of the assessment.

Section 3. That the Council hereby approves and adopts the actual amounts of the assessments and their apportionment as set forth on Attachment A, attached hereto and incorporated herein by reference.

Section 4. That the Clerk of Council or other appropriate City officials are hereby authorized to take all necessary and proper actions to certify the assessments to the Hamilton County Auditor to be placed on the tax duplicate for collection at the time and in the same manner as property taxes are collected. Upon certification, the assessment shall be paid in eight semi-annual installments, at the same time and in the same manner as real property taxes, commencing with the taxes that are due and payable in January 2026.

Section 5. That the City of Cincinnati shall not issue any notes or bonds in anticipation of the collection of the assessments.

Section 6. That, pursuant to Ohio Revised Code Section 727.26, the Clerk of Council is hereby directed to cause notice to be published once in a newspaper of general circulation within the City of Cincinnati, which notice shall state that the assessments have been made, that they are on file with the Clerk of Council, and that they are available for public inspection and examination by persons interested therein.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to levy the assessments necessary to timely implement the Services Plan.

, 2025	
	Aftab Pureval, Mayor

# ATTACHMENT A

					URBAN FORESTRY DATA			\$3,657,345,766.00	\$1,280,071,005 15	160,970 57	\$3,600,000.00	\$3,700,000.00	\$3,819,000.00	\$3,534,0
rcel ID	No. (Parcel ID)	-00-	Parent Parcel	Property Owner Information Owner Name	Many .				Property Values			Estimated SID Payment		
00010242	7500010242	750001024200	007500010078			Hailing Address	Auditor Parcel ID 0750001024200	Auditor Harket Value	Auditor Assessed Value	Front Footage	2026	2027	2928	202
0010251	7600010251	760001025100 760001025100		20 W 7TH LLC 2000 ELM LLC	10 W SEVENTH ST 1000 ELM ST	10901 REED HARTMAN HWY STE #316 CINCINNATI OH #5242 953 PALOANNO DR. VILLA HELS KY #1017	0770003007100 0760001025100	\$751,010.00 \$244,280.00	\$262,853.50 \$85,498.00	162.565711 110.415103	\$0.0 \$1,463.3 \$797.7	\$0.0 \$1,507.2 \$821.6	\$0.0 \$1,552.4 \$846.2	\$0. \$1,50 \$A7
020125	7600020125	760002012500		1000 FLM LLC 1008-1010 RACE STREET LLC	142 W COURT ST	953 PALOMINO DR. VILLA HELIS NY 41017 953 PALOMINO DR. VILLA HELIS NY 41017 1021 IVES DAIRY RO STE 220 MIAME RL 31179	0760001025200 0760002012500	\$143,130.00 \$639,150.00	\$50,095.50 \$223,702.50	18.9993 124.656685	\$211.9 \$1,168.8	\$218.2 \$1,203.9	\$224.8 \$1,239.9	\$21 \$1.2
0090003	830009000300	#3000900030000	Name and State of the Otto	1008-1010 RACE STREET LLC CINCINNATI CITY OF	1008 BACE ST 375 E THIRD ST CHICKWART ON 45202	801 RUIM ST BOOM 127 CINCINNATI ON 457025704	0760002012600 830009000300	\$660,850.00 \$1,433,030.00	\$231,297.50 \$501,560.50	32.387556	\$668.9	\$6.89.0	\$709.6 \$1,122.3	51. 51.
0050064	840005006600	84000500660000		CINCINNATI CITY OF	SO E SECOND ST CINCINNATI OH 45202 E THIRD ST CINCINNATI OH 45202	801 PLUM ST ROOM 122 CINCINNATI OH 452025704 801 PLUM ST ROOM 122 CINCINNATI OH 452025704	830009000400 840005006400	\$1,169,950.00 \$238,150.00	\$409,482.50 \$83,352.50	4064.53	\$23,548.8 \$287.8	\$1,089.7 \$24,296.5 \$296.4	\$1,122.3 \$25,023.8 \$305.3	\$1, \$25 \$3
00500699	840005006990	84000500699000		CINCINNATI CITY OF	E THIRD ST CINCINNATI OH 45202 E THIRD ST CINCINNATI OH 45202	801 PLUM ST ROOM 122 CINCINNATI ON 452025704	840005006890 840005006990	\$84,680.00 \$101,400.00	\$29,634.00 \$35,490.00	20.0248 24.9988 29.9983	\$202.3 \$242.6	\$208.4	\$214.6	5. 5.
00010A64	008300010065 008300010065	008300010A6400		CINCINNATI CITY OF CINCINNATI CITY OF	416 VINE ST CINCINNATI DHIO 45202 425 WALNUT ST	BOI PLUM ST ROOM 122 CINCINNATI ON 452025704 110 WELLS FARGO PL 30 E SEVENTH ST SAINT PAUL MIN 55202	008300010A6400 08300010C6400	\$1,740,210.00 \$24,500,000.00	\$2,009,080.50 \$2,009,080.50	29.9983 28.8336 28.833563	\$4,398.9	\$249.9 \$4,530.8	\$257.h \$4,666.5	54
0010402	7600010402 14500010442	760001040200 1450001044200	Bloom and the same of	104W9STEC.LTD 10TH FLOOR LLC	104 W NINTH ST 411 PLUM ST	104 W 9TH ST APT 6C CINCINNATI OH 45202	0760001040200 1450001044200	\$260,000,00	\$91,000.00 \$179,200.00	28.833563 10.583321 32.896836	\$18,248.1 \$251.1 \$561.9	\$18,795.5 \$218.6 \$578.8	\$19,358.2 \$266.4	511
0010037	7900010037 7600010263	790001003700 760001026300		110 E EIGHTH LLC 112 WEST COURT LLC	110 E BIGHTH ST 132 W COUNT ST	110 EAST EIGHTH ST. CINCINNATI ON 45002 400 N TAMPA ST SAITE 1120 TAMPA F, 33402 1000 N CONTROL ON THE CONTROL	0790001003700 0760001026300	\$512,000.00 \$463,920.00 \$194,430.00	5232,372.00		5479.9	\$648.8	\$596.2 \$668.2	5
0010288 0010352	7600010288 7600010352	760001028800 760001015200	007600010351	116 WEST THIRD STREET LLC 118 W 9TH ST LLC	116 W THIRD ST	20830 BIG BONE RO LINION KY 42093 205 EAST ST SUITE C SPRINGBORO OH 45066	1450001028800 0760001035200	\$285,820.00	\$64,050.50 \$100,037.00	183.95405 27.507926	\$1.172.0 \$364.8	\$1,207.2 \$375.7	\$1,243.3 \$387.0	5
020138	7600010351 7600020138	760001035100 760002013800		118 W 9TH ST LLC 12 E COURT STREET LLC	11A W NINTH ST 12 E COURT ST	205 EAST ST SUITE C SPRINGRORD ON 45066 724 BETULA AVE CINCINNATI ON 45202	0760002013800 0760002013800	\$350,000.00 \$596,310.00	\$122,500.00 \$208,708.50	272.129814 173.707697	\$0.0	\$1,833.3	\$1,888.2	5
010058 010059	7900010058 7900010059	790001005800 790001005900	007900010057 007900010057	120 EAST EIGHTH STREET PARTNERS LLC 120 EAST EIGHTH STREET PARTNERS LLC		120 E EIGHTH ST CINCINNATI OH 45202 120 E EIGHTH ST CINCINNATI OH 45202	0790001005800 0790001005800	\$0.00 \$0.00	\$0.00	173.707697	\$1,411.4 \$0.0 \$0.0	\$1,453.A \$0.0	\$1,497.3	
010061	7900010060 7900016061	790001006000 790001006100	007900010057 007900010057	120 EAST EIGHTH STREET PARTNERS LLC 120 EAST EIGHTH STREET PARTNERS LLC		120 E EIGHTH ST CINCINNATI OH 45202 120 E EIGHTH ST CINCINNATI OH 45202	0790001006000 0790001006100	\$0.00	\$0.00 \$0.00		\$0.0	\$0.0	\$0.0	
010063	7900010062 7900010063	790001006200 790001006300	007900010057 007900010057	120 EAST EIGHTH STREET PARTNERS LLC 120 EAST EIGHTH STREET PARTNERS LLC		120 E EXSHTH ST CINCINNATI OH 45202 120 E EXSHTH ST CINCINNATI OH 45202	0790001006200 0790001006200	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00		\$0.0	\$0.0	\$0.0	-
0010064	7900010064 7900010057	790001006400 790001005700	007900010057	120 EAST EIGHTH STREET PARTNERS LLC 120 EAST EIGHTH STREET PARTNERS LLC	118 E DIGHTH ST		0790001006400 0790001005700	\$0.00 \$0.00 \$2.579,230.00	\$0.00		\$0.0	\$0.0 \$0.0	\$0.0	
010134	7800010134 7800010133	780001013400 780001013300		120 EAST SICTH LLC 120 EAST SICTH LLC	11.4 SIXTH ST	120 E BIGHTH ST. CINCINNATI ON 45202 1410 RACE ST #INCDC CINCINNATI ON 45202 1410 RACE ST #INCDC CINCINNATI ON 45202	780001001700 780001013400 6780001013300	\$575,000,00	\$902,790.50 \$201,250.00	340.730134 94.316213	\$3,809.1 \$951.8	\$3,923.4 \$980.4	\$4,040.9	\$
010047	7800010047 8300010213	780001004700 830001021300		120 CAST SWITH LLC 123-127 EAST 4TH STREET LLC	122 € SATH 57 125 € KOURTH 57		0780001013300 0780001004700 0830001021300	\$3,028,370.00 \$1,329,780.00 \$382,750.00	\$1,059,929.50 \$465,423.00	94.336213 30.00001	\$2,763.0 \$1,149.4	\$2,845.9	\$2,931.1 \$1,219.4	5
010215 010214	8300010215 8300010214	830001021500 830001021400		123-127 EAST 4TH STREET LLC	133 € FOURTH ST 133 € FOURTH ST 127 É FOURTH ST	1203 WAS DARY RD 8220 MAAN R, 33179 1021 NIS DARY RD 8220 MAAN R, 33179 1021 NIS DARY RD 8220 MAAN R, 33179 1021 NIS DARY RD 8220 MAAN R, 33179	0830001021500	5592,230,00	\$133,962.50 \$207,280.50	70.300136 37.818643	\$675.6 \$645.7	\$695.9 \$668.1	\$716.7 \$688.1	
10350	7600010350 7600010415	760001015000 760001041500		124 W NINTH FILE & 124 W NINTH FILE 125 WEST CENTRAL LLC	124 W NINTH ST 125 CENTRAL PW	2774 BLUE BOOK BO. CHICKNESS ON ESTANGERS	0830001021400 0760001035000	\$350,020,00	\$122,507.00 \$178,500.00	19.537504 50.000319	\$367.6	\$378.7 \$675.7	\$390,0	
20298	14500020298 7700010203	1450002029800 770001020300		126 6TH STREET OWNER LLC 127 W NINTH HOLDINGS LLC	126 W SIXTH ST 131 NINTH ST	125 CENTRAL PKWY CINCINNATI OH 45202 950 W GALBRATH RD CINCINNATI OH 45211 11711 PRINCETON PK STE 341-331 CINCINNATI OH 45246	0760001041500 1450002029800	\$870,440.00 \$613,170.00	\$304,654.00 \$214,609.50	207.79334 149.651801	\$1,804.4 \$1,249.4 \$608.1	\$1,858.5 \$1,128.1 \$626.4	\$1,914.2 \$1,367.8	
10092	7700010092 14500010265	770001009200 1450001026500		127 W NINTH HOLDINGS LLC 127 WEST FOURTH STREET LLC	132 NOVEMBER 5T 127 W FOURTH 5T 127 W FOURTH 5T	11711 PRINCETON PK STE 341-331 CINCINNATI OH 45246 13711 PRINCETON PK STE 341-331 CINCINNATI OH 45246	0770001020300 0770001009200	\$112,800.00 \$477,450.00	\$39,480.00 \$167,107.50	93.875633 50.686564	\$635.9	\$654.9	\$645.1 \$674.5	Ethio
20460	7600020460 7600020461	760002046000 760002046100		13 EAST COURT ST LLC 13 EAST COURT ST LLC	13 f COURT ST	17712 PRINCETON PS STE 341-331 CINCINNATI OH 45246 127 WEST FOURTH ST. CINCINNATI OH 45202 8595 RECHMONT AV EVID CINCINNATI OH 45255 8595 RECHMONT AV EVID CINCINNATI OH 45255	1450001026500 0760002046000	\$601,040.00 \$119,330.00	\$210,364.00 \$41,765.50	59.911547 9.66.5494	\$778.7	\$802.0	\$826.1	Time.
020463	7600020463 7800010131	760002046300 760001013100		13 FAST COURT STUC	13 E COURT ST 13 E COURT ST		0760002046200 0760002046300	\$129,320.00 \$129,320.00	\$45,262.00 \$45,262.00	9.665494 9.665494	\$149.5 \$149.5	\$154.0	\$158.6	
010354	7600010354	760003033400		130 EAST SIXTH STREET LLC 1320 RACE STREET LLC	130-132 € SIXTH ST 909 RACE ST	646 MAIN ST SUITE 200 CINCINNAST ON 45202 3402 CORNELL PL CINCINNAST ON 45220	0760002046300 0780001013100 0760001035400	\$129,320.00 \$796,050.00 \$230,260.00	\$278,617.50 \$80,581.00	160.471552 64.000076	\$1,484.9	\$1,529.4	\$1,575.2	3
210078 210077	14500010263 8300010078 8300010077	1450001026300 830001007800 830001007700	008300010077	133 WEST FOURTH LLC 14 E 4TH LLC	133 W FOURTH ST	3402 CORNELL PL. CINCINNATI ON 45220 3306 GLENSIGE DR. LAFAYETTE CA 94549 34 EAST FOURTH ST. CINCINNATI ON 45202	1450001026300 0830001007600	\$1,331,540,00	\$466,753.00	64.494597	\$1,345.1	\$1,385.5	\$1,426.9	1
10359	8300010359 8300010233	830001035900		14 E 4TH LLC 15 WEST FOURTH CINOMIATI LLC 150 EAST THIRD OWNER LLC	24 E FOURTH ST 15 W FOURTH ST	24 EAST FOURTH ST CINCINNATION 45202 71 SYDNIY AVE DIAL NI 07723	0830001007700 0830001035900	\$2,365,880.00 \$875,000.00	\$828,058.00 \$306.250.00	95.222577	\$2,279.0	\$2,347.A	\$2,417.6	
10234	8300010234	830001023300 830001023400	008300010232 008300010232	150 FAST THIRD OWNER LLC		71 SYDNEY AVE DEAL NU 07723 336 ATLANTIC AVE EAST ROCKIMAN MY 11518 336 ATLANTIC AVE EAST ROCKIMAN MY 11518	0830001023300	50.00	\$0.00	6,63632	\$0.0	\$0.0	\$0.0	
10235	8300010235 8300010236	830001023500 830001023600	008300010232 008300010232	150 EAST THIRD OWNER LLC 150 EAST THIRD OWNER LLC		336 ATLANTIC AVE EAST ROCKAWAY NY 11518 336 ATLANTIC AVE EAST ROCKAWAY NY 11518 336 ATLANTIC AVE EAST ROCKAWAY NY 11518	0830001023500	\$0.00	\$0.00		\$0.0	\$0.0	\$0.0	
010237	8300010237 8300010238	830001023700 830001023800	008300010232 008300010232	150 EAST THIRD OWNER LLC 150 EAST THIRD OWNER LLC		336 ATLANTIC AVE EAST ROCKAWAY NY 11518 336 ATLANTIC AVE EAST ROCKAWAY NY 11518	0830001023700	\$0.00	\$0.00		\$0.0	\$0.0	\$0.0	
010239	8300010239 8300010240	#30001023900 #30001024000	008300010232 008300010232	150 EAST THIRD OWNER LLC 150 EAST THIRD OWNER LLC		338 ATLANTIC AVE EAST ROCKAWAY NY 1338 336 ATLANTIC AVE EAST ROCKAWAY NY 13518 336 ATLANTIC AVE EAST ROCKAWAY NY 13518	0830001023900 0830001023900	\$0.00	\$0.00		\$0.0	\$0.0	\$0.0	
010241	8300010241 8300010212	830001024100 830001023200	008300010232	150 EAST THIRD OWNER LLC 150 EAST THIRD OWNER LLC 150 EAST THIRD OWNER LLC	150 € THIRD ST	336 ATLANTIC AVE EAST ROCKAWAY NY 11538 336 ATLANTIC AVE EAST ROCKAWAY NY 11538	0830001024100	\$0.00	\$0.00 \$0.00 \$1,668,875.00		\$0.0	\$0.0	\$0.0	
020236	7600020236 7600020235	760002023600 760002023500	007600020235	17 19 COURT STREET LLC 17 19 COURT STREET LLC	17 6 COURT ST	4500 DELEVALD RD BURLINGTON KY 42005 4500 DELEVALD RO BURLINGTON KY 42005 72 SYDNEY AVE DEAL NI 07723	0830001023200 0760002023800	50.00	\$1,668,973.00	394.246765	\$5,724.6 \$0.0	\$5,894.3	\$4,072.8	3
20300	#300010323 7700020300	#30001032300 770002930000		17 19 COURT STREET LLC  18 E FOURTH CINCINNATI LLC  1W7 CARPARK LLC	SA E FOURTH ST 1 W SEVENTH ST	71 STORET AVE DEAL NI 07723 3001 HACKBERRY RD INVING TE 750630156	0830001032300	\$984,730.00	\$344,655.50	86.45523 8.994074	\$1,664.6 \$277.3 \$11,343.8	\$1,714.5 \$800.6 \$11,664.1	\$1,765.8 \$824.5	3
010220	7600010220 7600010219	760001022000 760001021900	007600010219	200 W COURT LLC	1001 EIM ST	250 W COURT ST SUITS 2005 CHICANATO ON ASTOR	0770002030000 0760001022000	\$10,047,970.00 \$0.00	\$3,516,789.50 \$0.00	702.1799	50.0	\$11,684.1	\$12,013.8 \$0.0	
010236	7600010236 7600010235	760001023600 760001023500		200 W COUNT LLC 200 W COUNT LLC	200 W COURT ST 204 W COURT ST COURT ST	250 W COURT ST SUITE 200E CINCINNATI OH 45202 250 W COURT ST SUITE 200E CINCINNATI OH 45202	0760001021900 0760001023600	\$715,880.00 \$137,030.00	\$250,558.00 \$47,960.50	373.810031 154.089667	\$2,618.5 \$962.7 \$557.8	\$2,697.0	\$2,777.A \$1,021.3	\$
210233	7600010233 7600010293	760001023300 760001029300		200 W COURT LLC	COURT ST 212 RICHMOND ST	250 W COURT ST SUITE 200E CINCINNATI OH 45202 250 W COURT ST SUITE 200E CINCINNATI OH 45202	0760001023500 0760001023300	\$137,030.00 \$60,820.00	\$47,960.50 \$21,287,00	81.672871 25.103664	\$557.8 \$185.3	\$574.5 \$190.8	\$501.7 \$196.5	
10082	7900040082 7700030158	790004008200	007700020152	212 RICHMOND LLC 212-214 EAST EIGHTH LLC	212 EIGHTH ST	250 W COURT ST 200 E CINCINNATI OH 45202 212-214 EAST EIGHTH ST SUITE 400 CINCINNATI OH 45202	0760001029300 0790004008200	\$91,060.00 \$1,086,220.00	\$31,871.00	19.731559 202.110046	\$177.5 \$1,931.9	\$182.9 \$1,989.9	\$188.3 \$2,049.4	
20159	7700020159	770002015900	007700020152	21C CINONNATI LIC	Company of the second second	609 WALNUT ST CINCINNATI OH 45202 609 WALNUT ST CINCINNATI OH 45202	0770002015800 0770002015900	\$0.00	\$0.00 \$0.00		\$0.0 \$0.0	\$0.0 \$0.0	\$0.0 \$0.0	
20163	7700020163	770002016300	007700020152	21C CINCINNATI LLC 21C CINCINNATI LLC		609 WALNUT ST CHICKNATI OH 63202 609 WALNUT ST CHICKNATI OH 63202	0770002016200 0770002016300	\$0.00	\$0.00 \$0.00		50.0	50.0	50.0	
0165	7700020165	770002014500	007700020152	21C CINCINNATI LLC		609 WALNUT ST CINCINNATI ON 45202 609 WALNUT ST CINCINNATI ON 45202	0770002016400 0770002016500	\$0.00 \$0.00	\$0.00		\$0.0	\$0.0	50.0	
0152	7700020152	770002013200	007700010067	21C CINCINIATI LIC 21C CINCINIATI LIC 222 W 7TH HOLDCO LIC	609 WALNUT ST	609 WALNUT ST. CINCINNATI OH 45202 609 WALNUT ST. CINCINNATI OH 45202	0770002022800 0770002015200	\$0.00 \$22,120,890,00	\$0.00 \$7,742.311.50	324.161376	\$0.0 \$18,142.9	\$0.0 \$18,687.2	\$0.0 \$19,246.6	\$
10069	7700010069	770001006900	007700010067	222 W TTH MOLDED LIFE		3001 HACKBERRY RD - IRVING TX 750630156 3001 HACKBERRY RD - IRVING TX 750630156	0770001006800 0770001006900	\$0.00	\$0.00	arcan.	\$0.0 \$0.0	\$0.0	\$0.0	-
0071	7700010071	770001007100	007700010067	222 W 7TH HOLDCO LLC 222 W 7TH HOLDCO LLC		3001 HACKBERRY RD IRVING TX 750630156 3001 HACKBERRY RD IRVING TX 750630156	0770001007000 0770001007100	\$0.00 \$0.00	\$0.00 \$0.00		\$0.0	50.0	\$0.0	
0075	7700010075	770001007500	007700010067	222 W 7TH HOLDCO LLC 222 W 7TH HOLDCO LLC		3001 HACKBERRY RD IRVING TX 750630156 3001 HACKBERRY RD IRVING TX 750630156 3001 HACKBERRY RD IRVING TX 750610156	0770001007200 0770001007500	\$0.00	\$0.00 \$0.00		\$0.0	\$0.0	\$0.0	
0075	7700010076	770001007600 770001007700	007700010067	222 W 7TH HOLDCO LLC 222 W 7TH HOLDCO LLC		3001 HACKBERRY RD IRVING TX 750630156 3001 HACKBERRY RD IRVING TX 750630156	0770001007600 0770001007700	\$0.00	\$0.00		\$0.0 \$0.0	\$0.0	\$0.0	
10078	7700010078 7700010079	770001007800 770001007900	007700010067	222 W 7TH HOLDCO LLC 222 W 7TH HOLDCO LLC		3001 HACKBERRY RD IRVING TX 750630156 3001 HACKBERRY RD IRVING TX 750630156	0770001007800 0770001007900	\$0.00	\$0.00 \$0.00		\$0.0	\$0.0	\$0.0	-
10081	7700010080 7700010081	770001008000 770001008100	007700010067	222 W 7TH HOLDCO LLC 222 W 7TH HOLDCO LLC		3001 HACKBERRY RD (RVING TX 750830156 3001 HACKBERRY RD (RVING TX 750830156	0770001008000 0770001008100	\$0.00 \$0.00	\$0.00 \$0.00		\$0.0 \$0.0 \$0.0	\$0.0	\$0.0 \$0.0	
0083	7700010082 7700010083	770001008200 770001008300	007700010067	222 W 7TH HOLDCO LLC 222 W 7TH HOLDCO LLC		3001 HACKBERRY RD - IRVING TX 750630156 3001 HACKBERRY RD - IRVING TX 750630156	0770001008200 0770001008300	50.00	\$0.00		\$0.0	\$0.0	\$0.0	-
0159	7700010153 7700010159	770001015300 770001015900	007700010067 007700010067	222 W 7TH HOLDCO LLC 222 W 7TH HOLDCO LLC		3001 HACKBERRY RD (RVING TX 750630156 3001 HACKBERRY RD (RVING TX 750630156	0770001015300 0770001015900	\$0.00 \$0.00	\$0.00 \$0.00		\$0.0 \$0.0	\$0.0	\$0.0	
10349	7700010067 14500010349	770001006700 1450001034900	Witness or the last	222 W 2TH HOLDOS LLC	222 W SEVENTH ST 235 W FETH ST	3001 HACKSERRY RD IRVING TX 750630156 265 THRD ST ATLANTIC BEACH FL 32232	0770001006700 1450001034900	\$8,586,990.00	\$3,005,446.50 \$33,466.00	831.735375	\$10,989.6 \$137.8	\$11,319.3	\$11,658.1	51
0101	14500010101 14500010090	1450001010100 1450001009000	od 200 remissioner vis	2700 ASHLAND ASSOCIATES 302 WEST THIRD TEI INVESTORDS LLC 302 WEST THIRD TEI INVESTORS LLC	302 W THIRD ST 302 W THIRD ST	201 CORPORATE CENTER DR. BOARDING CA BLIVE	1450001010100 1450001009000	\$1,415,250.00 \$11,325,730.00	\$495,337.50	4.482004 284.818441	576377	\$142.0 \$2,716.4	\$146.2 \$2,797.7	5
0100	14500010100 14500010010	1450001010000 1450001001000	man to the contract	302 WEST THIRD TEI INVESTORS LLC	316 W THIRD ST 305 W FWTH ST	901 CORPORATE CENTER DE POMONA CA 91768 901 CORPORATE CENTER DE POMONA CA 91768 1005 5 MAN ST. WEATHERDOED TE 760M.	1450001010000	\$198,900,00	\$3,964,005.50 \$69,615.00	265.383596 25.567886	\$9,844.9 \$289.8 \$329.3	\$10,140.2 \$298.5 \$339.1	\$10,443.8 \$307.4 \$349.3	
0009 0049	14500010009 8300010049	1450001000900 830001004900	008300010048	305 309 W FIFTH STREET PARKING LL.C 310 RACE STREET PARKINERS LLC	309 W FBTH ST	2335 FLORENCE AVE CINCINNATION 45206	1450001001000 1450001000900 0830001004900	\$141,300.00 \$75,400.00	\$49,455.00 \$26,390.00	40.232473 20.482908	\$170.2	\$339.1 \$175.3	\$349.3 \$180.5	
0051 0253	8300010051 8300010253	#30001005100 #30001025300	008300010050 008300010053	310 RACE STREET PARTNERS LLC		2335 FLORENCE ANY CHICANNATI ON 45206 2730 CIUD GEORGETOWN NO STE 700 ESTENSOA MO 2003-4 7700 CIUD GEORGETOWN NO STE 700 ESTENSOA MO 2003-4 7700 CIUD GEORGETOWN NO STE 700 ESTENSOA MO 2003-4 7700 CIUD GEORGETOWN NO STE 700 ESTENSOA MO 2003-4	0830001005100	\$0.00 \$0.00	\$0.00 \$0.00		\$0.0 \$0.0	\$0.0 \$0.0	\$0.0	
053 048	8300010053 8300010048	830001005300 830001004800	- CLASSIA COM	310 RACE STREET PARTNERS LLC 310 RACE STREET PARTNERS LLC 110 RACE STREET PARTNERS LLC	38 W THIRD ST	7700 DLD GEORGETOWN RD STE 700 BETHESOA MO 20814 7700 DLD GEORGETOWN RD STE 700 BETHESOA MD 20814	0830001025300 0830001005300	\$0.00 \$339,320.00 \$272,360.00	\$0.00 \$118,762.00	122.72607	\$0.0	\$0.0 \$964.8	\$0.0	
050	8300010050 8300010055	830001005000 830001005000		310 AACE STREET PARTNERS LLC 310 AACE STREET PARTNERS LLC	320 RACE ST 312 RACE ST 30 W THIRD ST	7700 OLD GEORGETOWN RD STE 700 RETHESION MD 20814 7700 OLD GEORGETOWN RD STE 700 RETHESION MD 20814 7700 OLD GEORGETOWN RD STE 700 RETHESION MD 20814 7700 OLD GEORGETOWN RD STE 700 RETHESION MD 20814	0830001004800 0830001005000		\$95,326.00 \$191,460.50	109.621973	\$814.0 5734.8	5838.4	\$863.5 \$781.6	
0052 0054	8300010053 8300010052	830001005200 830001005200		310 BACK STREET BARTNERS LLC	JOB RACE ST		0830001005500 0830001005200	\$298,400,00 \$1,974,710.00 \$168,180.00	\$104,440.00 \$691,148.50	59.554073 30.893778 29.923586	\$393.0 \$1,625.1	\$404.8 \$1,673.9	\$416.9 \$1.774.0	
283 285	14500010283	1450001028300	014500010282	310 RACE STREET PARTNERS LLC 312 ELM STREET OWNER LLC	34 W THIRD ST	7700 OLD GEORGETOWN RD STE 700 BETHESIA MIG 20814 3001 HACKBERRY RD IRVING TX 750530156 3001 HACKBERRY RD IRVING TX 750630156	0830003005400 1450003028300	\$168,180,00	\$691,148.50 \$38,863.00 \$0.00	13.465874	\$210.6	\$216.9	\$1,724.0 \$223.4	
1285 1284 1282	14500010284	1450001028500 1450001028400		312 ELM STREET OWNER LLC 312 ELM STREET OWNER LLC	120 W THIRD ST 126 W THIRD ST	3001 HACKBERRY RD IRVING TX 750630156	1450001026500	\$385,000.00 \$672,870.00	\$134,750.00 \$235,504.50	34.9986	\$479.9	\$494.3 \$494.3	\$509.1	1300
1261		1450001028200 1450001028100 1450001028000		312 ELM STREET OWNER LLC 312 ELM STREET OWNER LLC	126 W THIRD ST 132 W THIRD ST 138 W THIRD ST	3001 HACKBERRY RD IRVING TX 750630156	1450001028200 1450001028100	\$672,870.00 \$359,260.00 \$279,840.00	\$235,504.50 \$125,741.00	62.11 32.4579	\$446.7 \$151.4	\$460.1	\$895.3 \$473.9	
0280 0297	14500010297	1450001029700	NAME OF TAXABLE PARTY.	312 FLM STREET OWNER LLC	142 W THIRD ST	3001 HACKBERRY RD INVING TX 750830156 3001 HACKBERRY RD INVING TX 750830156 3001 HACKBERRY RD INVING TX 750830156	1450001028100 1450001028000	\$279,840.00 \$233,530.00	\$97,944.00 \$81,735.50	25.8942 100.2618	\$351.4 \$733.0	\$460.1 \$361.9 \$755.0	\$172.7 \$777.6	5
0272	14500010273	1450001027200 1450001027300		312 ELM STREET OWNER LLC 312 ELM STREET OWNER LLC	106 ELM ST 312 ELM ST	NOOT MAY REPORT OF HOUSE BY TENESOUSE	1450001029700 1450001027200	\$110,220.00	\$18,577.00 \$12,661,068.00	31.7403 297.0962	\$258.8 \$28.366.5	5266.6 \$29,217.5	\$274.6 \$30,092.2	53
0183	14500010183 14500010456	1450001018300		312 PLUM STREET OWNER LLC	S12 PLUM ST S12 W FOURTH ST	3003 HACKBERRY RD (RVING TX 7506)30156 3003 HACKBERRY RD (RVING TX 7506)30156 31711 PRINCETON PRIX STE 341-381 (OXIONNATION H 5246	1450001027300 1450001018300	\$1,012,000.00	\$354,200.00 \$5,946,759.00 \$241,237.50	45.3161 522.031147	\$1,000.5 \$15,462.0	\$1,090.5 \$15.925.8	\$1,061.3 \$16,402.6	5

007900030087 007900030096	007900040018	007900040023	007900040021	007900040019	91004006400	007700020297	007700010036	007700010099	0077000001014	607730020243	007800010087	00780010007	007800010094	007800010093	007700020117	008300070085	014500020268			014500020427	00010001000	830007008400	830007007700			Antonione los	007700010045	008400030118	009400050001	007800010006	007800000124	007800030143	0078000000142	007800030140	007800030134	007800010116	007800030134	007800030132	007800030110	007800030338	96780000010115	W06050005900	#000100001800 1100100001800	014500010150	014500010172	014500010170	691010005110 8910100005110	014500010116	014500010154	014500010111	014500010041	014500010079	014500010012	008300010413	008400020051	014500010448	007700020348	007900040293	014500010015	190010001900	014500010006	014500010005	014500010059	014500010064	014500010078	014500010024	012010001900
7900030083 7900030096	7700020001	7900040023	7900040021	7900040019 7900040020	7700020299	7700020297	7700010026	7800010099	7800010294	7700020263	7800010087	7800010087	7800010094	7800010093	7700020117	000000000000	14500020288	630007003400	001900,000000 00900090000	1450000011800	830007008000	830007008400	840004023900 830007007700	1450002007290	1450002007490	1450002004990	7700020045	8400050128	1000000000	300010008	7500000124	7800030143	78000000142	7800000140	7800030138	7800000136	7800000134	7800030333	7800030130	7800030128	7800030125	WORDTOOOUS CONDITIONOUS	#300030034	14500010150	14500010172	145000010170	14500010168	14500010156	14500010154	143000010153	14500010041	14300010079	14500010012	#300010413	8400020051 8100010412	14500010448	1700020148	7900040293	14500020433	11000100019	14500010006	14500010005	14500010087	1450001004	14500010078	14500010024	#100010313
790003008700 790003009600	770000000100	790000000000000000000000000000000000000	790004002100	790004001900	7700020239900	770002029700	77000202400	770001009900	780001012400	770002026300	780001008700	780001008700	780001009400	780001009300	770002011700	83000500030000	1450002026500	83000700540000	8300070053000	145000001140000	83000700800000	83000700840000	84000402390000	84000301640000	145000200749000	145000000000000000000000000000000000000	770002004500	840005012800 00830001086500	840005003100	780001000600	780003012400	780003014300	780003014200	780003014000	780003013800	780003013600	780000013400	780003013200	2000101000000	780003012800	780003012500	000000000000000000000000000000000000000	830001001300	1450001015000	1450001017200	1450001017000	1450001016800	1450001015500	1450001015400	0065191900591 0055191900591	145000100100	1450001007900	1450001001200	001100100059	840001005300	1450001044800	770002034800	790004029300	1450001003500	830001004000	1450001000600	3450001000500	1450001008700	1450001006400	1450001007600	1450001002400	0001201000EW
007900030086		007900040017	007900040017	007900040017				007700010024											The state of the s											007800010005		007800030124	971080009700 971080009700	0078000000124	007800030124	007800030124	007800030124	007800030124	007800030124	907800030114 9110100008700	007800030124				014500010150	014500010150	014500010150	014500010150	014500010150	014500010150	01450001004	014500010064 614500010064	014500010030	010010002410						600010001900		COCONTOCOCO	014500010004			The second second	THE WHILE
700 BROADWAY PARTNEYS BILLC 700 BROADWAY PARTNEYS BILLC	7 WEST 7TH PROPERTY LLC @ 3	THINDWINES	STI NAM ES	STAWWILL PROPERTY	STI JANUAR ESS TILINIAM ESS	PAT WALNUT LLC	640 LAND LLC	THE STANFOLD STA	633 MAN CONDOLLIC	633 639 WALNUT CHICHNATTI LLC	629 MAIN HOLDINGS LLC	627 MAIN ST ONO LLC	627 MAIN STONOTIC	625 MAIN STREET OF CINCHNAIT LLC	620 VINE LLC	HAME TON COUNTY ONO BOARD OF COUNTY COMMISSIONERS	613 RACE LLC	DIVERSATI CITY OF	CHONANT CITY OF	CINCINNATI CITY OF	BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY OHIO	HAMILTON COUNTY OND BOARD OF COUNTY COMMISSIONERS	BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY ONLO	CINCONNATI CITY OF	CINCINNATI CITY OF	CINCHNATI CITY OF	SOT WAS HOLD THE	S37 ASSOCIATES ILC	SI ASSOCIATES LLC	SID WALNUT LIC	001 DOUGHESTON OF THE PART OF	QL1 NOLSF POST BOSS QL1 NOLSF POST BOSS QL1 NOLSF POST BOSS	QUI NOUSTRON OOS	GLI MOLST PERSON COS	SOO EGGLESTON (TD	SOO DEGLESTON ITD	CLINGSPERIOR COS	QUINQUESTISSIS OOS	GLI NOUSTROBI COS GLI NOUSTROBI COS	GLT NOLKSTROSS GOS GLT NOLKSTROSS GOS	Q11 NOSETED 005	ATH STREET PROPERTY INVESTMENTS LLC	ATH & RACE ST INVESTMENTS LLC	ATH & PLUMILC	ATH A PROMISE	THE WORLD	4TH & PLUM LLC	THINDS WALL	THIN WHITH WITH	THE WAY WELLS	ATH A PUMILLO	ATHER TO THE COLUMN TO THE COLUMN	ATH & CENTRAL IIIC	VINE STREET OWNER	422 SYCAMORE ENTERTAINMENT LLC	AT PLUM STREET LL	SMICHARD METERN X	TO WASTER PARKING TOWNSHIP IN THE LITTLE WASTER PARKING TOWNSHIP IN THE LITTLE WASTER PARKING TOWNSHIP IN THE LITTLE WASTER WAST	AWOO SWEATH BY THE	33 W FOURTH ST LLC	125 WEST FATTA STALET LLC	225 WEST FORM STRUCT LLC	2) II SCORE REPORTED  7) II SCORE REPORTED	3137 W 47N HOLDING LLC	211-219 WEST ATH STREET LLC	313-319 WEST 4TH STREET LLC	TE WALNUT LLC
	AS HUNDAIS M. C. LS NOWW 85.9	15 NAVA 459	Contraction of the Contraction o		842 MAKU ST 852 MAKU ST	ALTONOM TRO	233 W WORTH ST	15 NAMES IS	633 WALPUT ST	ST TUNIAN EES	IS OWN'S	Li Chay	627 MAIN ST	625 MAIN ST	626 VINE ST	AM EMBHSIW 3	41) NACE ST	THEODONE M BEHNY MY	AM WOOTHER AS WIR	25 HANDARS AS SEE AM DAISHARN 3	MACK ST	AM Enabelier MA	E MEDIENG WY	ANY TRINOS	1826 RACE ST	CENTRAL AVE	601 VNB ST	AM NOW MAN A CE	AM ROW BLAG 3	and report in the	15 HUNS 2 Feb											THE ROUNTS IS	IS HUNDA M OT	225 W FOURTH ST 305 W FOURTH ST								ATT CERTAIN, AND	ATT CHANGE AND	25 Park (19	ACD BROADWAY	437 FRUM ST	SO PATTH ST	123 DACWOOD IS	15 PAN SON SE		325 W HISTH ST	333 W F9TH ST	AS OBJUST AN BIG	325 Microstopus ST 313-315 W FOURTH ST	TE MOVALIAND ST	314 MCFARLAND ST	312 WALNUT ST
700 BIOADWAY ST CHICHMATI CHI 45502 700 BIOADWAY ST CHICHMATI CHI 45502	CIDOT AN ANDA MAIN 13 HELD IN HOLDMONT IP PROCESS HOLDWORT LE STATEOUR 64551	C/O BALANCED PROPERTY SOL 11353 REED HARTMAN HWY, STE 400 CINCHWATI OH 45241	C/O BALANCED PROPERTY SOL 11353 REED HARTMAN HWY, STE 400 CHICARIATI OH 45241  C/O BALANCED PROPERTY SOL 11353 REED HARTMAN HWY, STE 400 CHICARIATI DH 45241	C/O BALANCED PROPERTY SOL 11153 REED HARTMAN HWY, STE 400 CINCHNATI OH 45341 C/O BALANCED PROPERTY SOL 11153 REED HARTMAN HWY, STE 400 CINCHNATI OH 45341	1902 VARE STREOOR & CHICKWATION 45202	1002 Year ST FLOOR & CHICKNATT OH 45202	2614 MAIN ST STE DEL DALLAS TO 2526	11711 PRINCIPON PIER SUTTE TAL CINCONNATIO DI 45246	71 SYDNEY AVE DEAL NO 07723	71 SYDNEY AVE DOM, NO 27723	TIS BALEWELL ST COMMOTION DY 41011	113 BANKWIN SI KONNON KATOLI	MAG GLEN DAK MASON DH 45040	3010 CLENVIEW AVE CINCHINATION 45219	4889 PLEASANT GROVE LEXINGTON KY 40515	13A E COURT ST INGO CINCINNATI OH 45202	90255 HOLDWARD DAY WITHOUGH 0552	801 PUM ST ROOM 122 CINCWNATI DH 45202	NOT PLUM ST ROOM 122 CINCHAUTI OH 45202	BOX PILUM ST ROOM 122 CINCINNATI OH 45202-5704	THE COURT OF CHONNEY DE 42005	138 E COURT ST MOSI CHOMMATI OH 45200		420 E FOLITINATI DE ENORMI 122 CINCINNATI DE 2003 ES MULTI FORMACE CINCINNATI DE 45202	1826 RACE ST CINCHNATI OH 45202 801 PLUM ST CINCHNATI OH 45202	13713 PRINCITION PRIE STE #389 CINCINNATI OH #5348	MERCATION DE SUITE 300 DIVALOTTE NO	537 E PETE BOSE WAY SUITE 403 CINCUNNATION 45202	S37 E PETE ROSE WAY FRONT DESK CINCUNATION 45202	THE WAY IN THE TO CONTINUE OF THE TO STATE OF THE TOTAL OF THE T	250 W COURT ST STE 2008 CINCHNATI ON 45202	250 W COURT ST STE 2005 CNCHMATI OH 45302	250 W COURT ST STE 2006 CHICKNATECH 45202	250 W COURT ST STE 200E CINCHNATE OH 45202 250 W COURT ST STE 200E CINCHNATE OH 45202	250 W COURT ST STE 2006 CONDWART OH 45202	250 W COURT ST STE 200E CHONNATION 45202	210 W COURT ST STE 2006 CINCINNATI CH 45202	350 W COURT ST STE 2000 CNCHMATE OH 45202	250 W COURT ST STE 2006 CINCAWATE ON 4 52002 250 W COURT ST STE 2006 CINCAWATE ON 4 52002	250 W COURT ST STE 2000 CINCHINATE ON 455032	250 W COURT ST STE 2002 CINCHNATH OH 45302 250 W COURT ST STE 2002 CINCHNATH OH 45302	2028 BEECH HOLLOWD OR CHANNALD HESSES THE EAST FOUNTH STREET LINE SOCIONALATE ON 45202	PO BOX 20234 CHICKNAT DH 45220	2718 SHORT WALL ST. CHONNANTON 48318 2718 SHORT WALL ST. CHONNANTON 48318	2716 SOUT VALE ST CHCONGATI OF 4229 2716 SOUT VALE ST CHCONGATI OF 4229	2716 SHORT VINE ST. CHICANATION 45219 2716 SHORT VINE ST. CHICANATION 45219	2718 SHORT WAS ST. CHICANALT ON 43219 2718 SHORT WAS ST. CHICANALT ON 43219	2718 SHORT VALE ST CHICAGATION 45218 2718 SHORT VALE ST CHICAGATION 45218	2718 SHORT WAS ST. CHICKNATI CH. 45219 2718 SHORT WAS ST. CHICKNATI CH. 45219	2716 SHORT WAS ST CHARMANT ON ASSESS	2714 SHORT VINE ST CHARMATION 42219 2714 SHORT VINE ST CHARMATION 42219	2714 SHORT WAS ST CHICAGATI CHI 45219 2714 SHORT WAS ST CHICAGATI CHI 45219 2714 SHORT WAS ST CHICAGATI CHI 45219	271A SHORT WAS ST CHICAGAIN ON 45219	441 LUNISTON AVE STHIRLD NEW YORK NY 10017	317 EAST FIFTH ST CONCINUATION 45202	417 FLUM STREET UNIT #437 CHEINMATI OH 43240	1201 WALNUT STATH RECONCINUATION 43202	1201 WALNUT ST 4TH FLOOR CINCHNATT OH 45502 1201 WALNUT ST 4TH FLOOR CINCHNATT OH 45502	TO SELECT ON CONTRACT SEE SAIN ST CHICKNEY, CHICKNEY, TO SELECT TO SELECT THE TOTAL SAIN STATE TO SELECT THE TOTAL SAIN STATE TO SELECT THE TOTAL SAIN SAIN SAIN SAIN SAIN SAIN SAIN SAIN	19 SEEM THE STATE SOT THE SOT SHALLS GIT STATES OF STATE	4279 DELHI PRE CINCINIATI CH 45236	4279 DELHIFRE CHICANATI CH 45238	10236 WATH STITE A CHICKMATION OF 45005	331 W 47H ST SLIFE A. CHICHMATI OH 43202	131 W 441 of SUIT A CHURCHATT DU ACOD	334 W 35TH 5T SUITE A CINCINSATI OH 45202	1001 MACKBERRY RD. IRVING TX 750830156
0790003008700	0010000000110	0790004002300	0790004002100	0790004001900	0790004001600	0770002029700	0770001002600	0780001003900	0770002024400	0770002026300	0780001008701	0780001008701	0780001009400	0780001019300	0770002011700	810007008500	1450002028800	81000700540000	83000800080000	0002942290000	830007008900 8300070080000	830007008400	84000402390000	145000200729000	145000101740000	145/000200899000	0770002004500	0840003012800	0780001000500	0780001000000	0780003012400	0003101000810	0780003014100	07800000101000	078000001013600	0096106000870	0780003013400	0780003011200	0780000013000	000110000010	0780003012500	000000000000000000000000000000000000000	0010001003300	1450001015000	1450001017200	1450001017000	1450001016800	1450001015600	1450001015400	1450001015300	1450001008100	145000100300	145000000000000	08300001041300	0840002008300	1450001002900	0790004029200	0790004029100	0830001003900	0014001000180	1450001000600	1450001000500	1450001006300	1450001007600	1450001007800	1450001002400	0830001021200
\$0.00	\$10,000,000,000	\$0.00	\$0.00	\$0.00	\$209,390.00	\$209,390,00	\$453,140.00	\$550,250,00	\$187,220.00	\$310,160.00	\$3,530.00	\$3,530.00	\$470,920.00	\$416,400.00	\$566,370.00	\$3,886,860,00	\$2,476,820.00	\$0.00	\$1,507,430.00	00.00	\$0.00	00.017.1017.65	50.00	00.00	9000	\$3.573,180.00	\$18,573,040.00	\$3,570,870,00	\$2,696,160.00	\$0.00	00.010/11755	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00	\$400	\$0.00	00,000,000	\$1335,620,00	\$17,014,26,000	50.00	50.00	5000	50.00	5000	9000	5000	\$0.00	\$0.00	\$2,000,000.00	\$3,834,860,00	\$765,180.00	\$4.529,160.00	\$928,080,00	00.0057228795	\$0.00	\$453,430,00	000017915	\$500,000,00	\$90,360.00	\$94,010.00	00.000.000	\$67,412,260,00
\$0.00	\$114,978.50	00.00	\$0.00	\$0.00	\$71,286.50	\$71,286.50	00 665 7615	\$185,598.00	945,9700	\$108,58,000	\$1,235.50	\$1,215.50	\$164,822.00	\$145,740.00	\$198,229.50	\$2,060,401.00	\$467,587.00	\$0.00	\$527,600.50	00005	\$96,166.00	\$2.485,298.50	\$0.00	\$0.00	\$0.00	\$1,950,611,00	\$4,500,544.00	\$1,949,804,50	00 959'0455	\$4.00	\$740,853.50	\$4.00	\$0.00	5000	\$0.00	\$0.00	\$0.00	\$0.00	5000	5000	5000	\$71,050,00	\$467,467.00	\$3,996,391,00	5000	50.8	5000	8000	\$0.00	50.00	90.00	\$297,990.00	\$0.00	\$700,000.00	\$1382,244,00	\$267,813.00	\$1,585,206,00	0011578115	04.181700VTS	\$0.00	05:047/615	\$0.00	\$175,000.00	00'989'165	\$12,903.50	\$45,157.00	\$23,594,291,00
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300	# (P# TIS	\$0.0	500	\$0.0	\$191.4	\$1914	5998.4	6.9055	\$197.5	\$2912	\$10.2	5002	\$460.3	\$4243	\$808.8	\$7,398.8	015115	\$0.0	STILLES	\$4.993.2	\$950.5	\$4,324.1	50.0	50.0	\$0.0	\$6,493.0	\$16,374.5	\$6,711.3	\$3,057.5	\$15,824.9	\$5712.6	500	\$0.0	\$0.0	\$0.0	500	\$0.0	\$0.0	500	500	500	79075	27,9675	\$15,970.1	\$0.0	50.0	\$0.0	50.0	50.0	500	500	000	\$0.0	\$3,080,0	\$553.2	\$371.3	\$3,850.8	\$1708.6	\$2,381.5	500	F1915	\$407.0	\$377.8	\$204.7	\$209.0	\$288.4	\$53,493.0
0.00	6.0965	0.00	50.0	\$0.0	\$197.1	\$197.1	£1,000.25	\$522.1	\$201.6	\$299.9	510.6	9015	1908	\$417.0	\$624.5	\$7,420.3	\$3,249.4	\$0.0	£015,113	50.0	\$0.0	\$4,573.3	50.0	\$0.0	50.0	\$6,667.4	\$16,864.7	\$4,912.2	O'STITE O'STITE	\$40,200	9 TINYS	50.0	50.0	50.0	50.0	50.0	50.0	50.0	\$00	500	900	5212.3	0.44975	\$16,396.7	500	\$00	\$0.0	\$0.0	50.0	0.00	300	oos Forts	500	TRUTES THEFTES	FW10'55	\$794.4	\$4,085.8	\$2,790.2	\$2,8652	500	F0.05	0.00	\$306.5	C1115 FOLES	52152	1,1875	\$55,094
500		H	\$0.0	\$0.0	\$201.0	\$203.0	\$1,010	\$37.5	\$209.7	\$308.9	\$10.9	\$10.9	\$488.4	54502	5643.6			000	\$13,917	50.0	80015	\$4.531	\$0.0	50.0	500			Н			100	500	50.0	50.0	\$0.0	50.0	50.0	50.0	501	50			CHICS		Н	5010	5 5 5	50	567	\$0.0	50.0	\$000		\$1,739	5 945 5	9185	\$917	\$1.815	\$2,539.4	500	397	1105	3,003	\$2173	\$221.7	7,400.5	\$3,028

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			No.		THE REAL PROPERTY.	The state of the state of				THE PERSON STORY	Company of the last																								STATE OF THE PARTY OF												Minimum (statistics)		COLUMN TO SERVICE STATE OF THE PERSON SERVICE STATE SERVICE STATE STATE SERVICE STATE STATE SERVICE STATE SERVICE STATE SERVICE STATE SERVICE	Total State of State		No. of Street, or other Persons
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\$000	900	5376.9	1105	\$450.8	\$471.5	\$470.7	11913	FWTIS	\$347.3	\$1,110.2	\$1,102.7	\$0.0	\$273.0	\$198.0 8.888.5	5401.5	\$236.0	\$165.8	\$190.7	243	\$1,563.4	5522.	600	\$236.2	\$1,801.2	\$0.0	5192	533.9	\$11.7	2382	\$404.1	\$4874	5460.0 5460.0	California (California California	\$222.4	54573	\$296.7	\$171.0	\$2,195.2	5370.5	\$1.093.4	\$396.2	\$415.1	\$405.5	\$1,502.5	\$1,543.6	\$0.0	50.0	\$0.0	50.0	500	\$0.0	\$0.0	000	\$768.8 \$230.8	\$290.4	\$0.0	\$6.0	\$0.0	\$0.0	50.0
2 2 2 2	500	\$386.2	\$4357	\$6703	\$485.5	54843	57575	\$1,191.2	\$357.6	\$1,143.5	\$1,145.5	\$0.0	\$281.2	\$452.8	\$46.5	5605	\$190.1	\$368.4	10615	\$1,675.2 \$1,675.2	3840.7	\$0.0	1003	\$1,949.8	\$415.4	\$126.5	\$193.5	\$321.0	5.865	\$418.7	\$102.0	\$474.7	\$225.7	529.5 529.5	\$470.9	\$303.5	\$178.2	\$2,803	\$278.6	TSET'IS 005	\$105.1	\$1112	\$417.6	\$3,594.1	\$1,912	\$0.0	\$0.0	\$000	\$00	\$600	5000	50.0	3000	\$791.8	\$299.1	0.00	\$000	\$00	\$0.0	\$00
5000	000	5390.5	CHAR	\$600.5	\$100.2	5409.4	10025	\$1,227.0	SHA2	\$3,177.9	\$1,160.0	\$366.8	\$289.7	\$114.1	54600	\$40.4	\$175.9 \$195.8	\$379.5	\$257.6	\$3,785.9	\$440.0	\$0.0	\$250.6	\$2,008.6	\$0.0	52025	5171.5	\$110.7	\$375.9	\$428.7	\$517.1	\$489.0	\$111.5	528.4	5483	\$334.7	\$180.5	\$2,329.0	\$287.0	009115	\$390.0	\$234.0	\$430.2	1111/15 1111/15 110/415	\$1,639.0	500	500	\$0.0	\$0.0	\$0.0	500	50.0	300	\$313.6	1308.1	\$0.0	\$0.0	\$0.0	500	\$00

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50.0	5.777.5	300	2143.4	\$145.4	\$176.5	50.0	20115	500	\$1,785.6	\$101.515	\$4,759.6	\$4,438.4	50.0	50.0		\$10,513.9			50.0	\$17677	14,773.5	1.605	1 34015	\$3,786.5	\$445.7	300	\$0.0	50.0	\$10,797.7	\$1,522.1	T-664'01\$	\$7,84.7	\$141.7	\$1914	8.977.5	\$5,287.8	\$10,000.7	\$0.0	500	50.0	200	\$0.0	\$0.0	\$252.1	53462	\$3353	\$741.0	\$265.0	\$268.9	\$496.4	6117119	\$2,063.1	500	\$149.0	T6615 F0415	\$764.0	\$1,049.8	500	\$0.0	\$17,690.2	CUPS	SHITS CONTRACT	2004	FTICS	\$261.0	\$346.0	MAIL 2	surus rus	52822	rucus	50.0	

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19 7700020119 16 7700020336	770002011900 770002033600	007700020334	HIS PEARL PROVIDENT LLC CINCINNATI CITY OF	GANO ST	3001 HACKBERRY RD: IRVING TX 750630156. ATTH REAL ESTATE-THIRD PA 801 PLUM ST RM #222 CINCINNATI OH 45202	0770002011900	\$101,520.00	\$35,532.00	9.316157	\$127.0	\$130.8	\$114.8	-
50 7700020250 66 7600020146	770002026000 760002014600	007600020145	HISTORIC LIMITED LIABILITY COMPANY	637 WALNUT ST	637 WALNUT ST 96 CINCINNATI OH 45202	0770002033600	\$705,270.00	\$246,844.50	9.608092	\$574.4	\$50.0 \$591.6	\$609.3	
47 7600020147 43 7600020143	760002014700 760002014300	007600020145	HISTORIC LIMITED LIABILITY COMPANY HISTORIC LIMITED LIABILITY COMPANY	BZA BACK ST	2575 QUEEN CITY AVE. CINCHINATI OH 45238 2575 QUEEN CITY AVE. ONCONNATI OH 45238	0760002014600 0760002014700	\$0.00	\$0.00		\$0.0	\$0.0	\$0.0	
45 7600020145	760002014500		WISTORIC LIBETED LIABS ITY COMPANY	920 RACE ST	2575 QUEEN CITY AVE CINCINNATI OH 45238 2575 QUEEN CITY AVE CINCINNATI OH 45238	0760002014300 0760002014500	\$147,070.00 \$610,640.00	\$51,474.50 \$213,731.00	155.212622 117.291371	\$976.4	\$1,005.7 \$1,139.8	\$1,035.8	-
7600020419	760002014400		HISTORIC LIMITED LIMITLY COMPANY HIM REALTY CORP	922 RACE ST COURT ST	2575 QUEEN CITY AVE CINCINNATI OH 45238 P O BOX 19805 CINCINNATI OH 45219	0760002014400 0760002045900	\$161,750.00 \$519,970.00	\$56,437.50 \$181,989.50	117,291371 42,812651 284,568409	\$158.5 \$1,415.8	\$369.3 \$2,458.3	\$1,501.9	
18 7600020418 19 7600020419	760002041800 760002041900	Section 1	HIM REALTY CORP	39 € COURT ST 39 € COURT ST	P.O. BOX 18605 CINCINNATION 45219 P.O. BOX 19605 CINCINNATION 45219 P.O. BOX 19605 CINCINNATION 45219	0760002041800 0760002041900	\$343,720.00	\$127,302.00 \$131,066.00	36.913682 36.913682	5474.9	\$489.1 \$497.3	\$503.8 \$512.2	
7600020420 7600020421	760002942000 760002942100		HIM REALTY CORP HIM REALTY CORP	39 E COURT ST 39 E COURT ST		0760002042000	\$349,370.00	\$122,279.50 \$101,269.00	36.913682 36.913682	\$482.8 \$464.3	5478.2	\$492.6 \$445.5	
7700010191 7 14500010427	770001019100 1450001042700		HOCKER RENGER   HOLLENBECK MARTIN F TR & TINA R HOLLENBECK TR	221 W NINTH ST	F 0 BOX 19805 CINCINNATI CH 45219 221 W NINTH ST W CONCINNATI CH 45240 7800 CONCINNENT CH 45240	0780002042100 0770001019100	\$289,340.00 \$223,460.00	\$78,211.00	6.250011	\$420.0 \$199.9	\$432.6 \$205.9	\$212.1	
8400060099	840006009900		HOLLINAY DAVID C	304 MCFARLAND ST 400 PIKE ST		1450001042700 0840006009900	\$223,460.00 \$273,570.00 \$434.040.00	\$95,749.50	6.047128 5.821122	\$235.8	\$242.8 \$363.6	\$250.1	
04 14500010404 09 7600020439	1450001040400 760002041900		HOLLOWAY KENNETH PAUL & USA MARIE HOME OVER THE RINNEL LLC HOOPER CINCY LLC	400 PIXE ST 253 W FOURTH ST 33 E COURT ST	and common the market and annual an about	1450001040400	\$317,500.00	\$111.125.00	1.821122 5.593983 8.092379	\$265.7	\$273.6	\$281.8	-
14500010260	1450001026000	014500010256	HOOPER CINCY LLC		903 CORPORATE CENTER DR. FORMONS CA 91146 3299 K STREET NW STE-700 WASHINGTON DC 20007 3299 K STREET NW STE-700 WASHINGTON DC 20007 3299 K STREET NW STE-700 WASHINGTON DC 20007	1450001026000	\$0.00	\$0.00	8-092379	\$0.0	\$0.0	\$0.0	-
14500010271	1450001027100	014500010259	HOOPER CINCY LLC		3299 K STREET NW STE 700 WASHINGTON DC 20007 3299 K STREET NW STE 700 WASHINGTON DC 20007	1450001027000	\$0.00	\$0.00 \$0.00		\$0.0 \$0.0	\$0.0 \$0.0	\$0.0	
14500010261	1450001026100		HOOPER CINCY LLC	151 W FOURTH ST 139 W FOURTH ST	3299 K STREET NW STE 700 WASHINGTON DC 20007 3299 K STREET NW STE 700 WASHINGTON DC 20007	1450001025900 1450001026100	\$4,438,160.00 \$359,260.00	\$1,553,356.00 \$125,741.00	296.166169 52.919488	\$4,932.3 \$561.1	\$5,080.3	\$5,212.4 \$595.2	
14500010380 14500010378	1450001038000 1450001037800		HORNSBY ETHAN HUBBARD MELISSA M	353 W FOURTH ST 353 W FOURTH ST	10460 CARRIAGE TRL. CINCINNATI OH 45202 901 CORPORATE CENTER DR. POMONA CA 91768	1450001038000 1450001037800	\$265,000.00 \$276,330.00	592,750.00 596,715.50	5.593983 5.593983	\$226.9 \$235.3	\$233.7 \$242.3	#3457	
7800010110 9 8400060119	780001011000 840006011900		HUBBARD MELISSA M HUGHES CAROL & GEORG HERINGER HUGHES WILLIAM E & LISA C	621 MAIN ST ADD PIKE ST	PO BOX 237 BATESVILLE IN 47006 400 PME 51 WIGI CINCINNATI OH 45202	0780001011000	\$436,690,00	\$152,841,50 \$215,250,00	16 99999	6417.4	5430.0	\$249.6 \$442.8 \$516.2	-
# 770002006# # 7700020069	770002006800 770002006900	007700020067	HUNTINGTON CENTER CINCINNATI REALTY LP HUNTINGTON CENTER CINCINNATI REALTY LP	400 PIKE SI	400 PRE 51 WOLL CINCINNATION 45202  BOOL HACKERAY RD INVINIS TX 750850156  BOOL HACKERAY RD INVINIS TX 750830156	0840006011900 0770002006800 0770002006900	\$615,000.00	\$0.00	5.821122	\$486.6 \$0.0	\$501.2	\$0.0	1000
770002003 7700020070 71 7700020071	770002007000	007700020067	HUNTINGTON CENTER CINCINNATI REALTY LP HUNTINGTON CENTER CINCINNATI REALTY LP HUNTINGTON CENTER CINCINNATI REALTY LF		3001 HACKBERRY RD 18VING TX 750630156 8001 HACKBERRY RD 18VING TX 750630156	0770002006900	50.00	\$0.00		\$0.0	\$0.0	50.0	
7700020072	770002007100 770002007200	007700020067	HUNTINGTON CENTER CINCINNATI REALTY LP		3001 HACKBERRY AD 18VING TX 750630156	0770002007100	\$0.00	\$0.00	The state of the state of	\$0.0	50.0	50.0	
7700020073	770002007300	007700020067	HUNTINGTON CENTER CINCINNATI REALTY LP HUNTINGTON CENTER CINCINNATI REALTY LP	SIS VINE ET	3001 HACKBERRY RD HIVING TX 750630156	0770002007300	50.00	\$0.00		\$0.0	\$0.0	50.0	-
8400060093	840006009300	Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, whic	DO STATE CALLED STREET, THE R STREET, LA VID	400 PIXE ST	1001 HACKSERRY RD IRVING TX 750630156 3001 HACKSERRY RD IRVING TX 750630156	0770002006700 0840006009300	\$18,500,000.00 \$405,740,00	\$6.475,000.00 \$142,009.00	\$31.643741 5.821122	\$16,629.9 \$332.1	\$17,128.8 \$342.0	\$17,641.6 \$352.3	-
6 7700020286	770002028600		HYLAND BRIAN IN & JANET E IGEL ROBERT'S	213 W NINTH ST 26 E SIXTH ST	213 WEST NINTH ST CINCINNATI OH 45202 26 EAST 6TH ST # 601 CINCINNATI OH 45202	0770001004400 0770002028600	\$470,790.00 \$479,990.00	\$164,776.50 \$167,996.50	40 000092 7.321981	5571.2 5385.3	\$342.0 \$588.3 \$407.1	\$419.3	
5 8300010075 4 8300010074	830001007500 830001007400	008300010074	INSALIS HOTELLIC	6 E FOURTH ST	S113 PIPER STATION OR #100 CHARLOTTE NC 28277 S113 PIPER STATION OR #300 CHARLOTTE NC 28277	0830001007500	\$0.00 \$11,208,790.00	\$0.00 \$1,921,076,50		50.0	50.0	50.0	
6 7900020016 9 14500010189	790002001600 1450001038900		ISMAL BASHEER H  J W K INVESTMENTS LLC	913 SYCAMORE ST 253 W FOURTH ST	1410 TINAMEN CT. CINCINNATI ON 45311	0830001007400 0790002001600	\$379,810.00	\$137,933.50	157.292927 118.250811 5.592983	\$9,154.2 \$941.5	\$9,428.8 \$969.8	\$9,711.1	155
4100010101	830001040800		JAC FAMILY LLC TR	417 VINE ST	4325 HAMMITON AVE. CINCINNATI DH 45223 630 18TH ST. MANHATTAN BEACH CA 90266 433 PLUM ST UNIT 203 CINCINNATI DH 45202	1450001038900	\$285,000.00 \$643,500.00	\$99,750.00 \$225,225.00	5.593983 2.748313	\$241.7	\$248.9 \$248.1	\$256.4 \$250.3	
9 14500010439 11 8400060081	1450001043900 840006008100		JACKSON CYNTHIA M TR JACOBS LYNN P TR	411 PLUM ST 400 PIXE ST	411 PLUM ST UNIT 201 CINCINNATI OH 45202	1450001043900 0840006008100	\$643,500.00 \$635,000.00 \$795,000.00	\$222,250.00	32.896836	\$652.7	\$672.3	5692.4	10
9 14500010369 2 14500010012	1450001036900	014500010011	JACOBS ON IOEL	353 W FOURTH ST	429 FELLOWSHIP CIR. GATHERSBURG MD 20877 8001 HACKBERRY RD :RVING TX 750830156	1450001036900	\$264,500.00	\$92,575.00	5.821122 5.593983	\$226.5	5233.3	\$240.3	18
1 14500010011	1450001001200 1450001001100	0,4300,100,1	MOE IV LLC	301 W FIFTH ST	2335 FLORENCE RD. CINCINNATI OH 45206 2335 FLORENCE RD. CINCINNATI OH 45206	1450001001200 1450001001100	\$409,690.00	\$0.00 \$143,391.50	123.64756	\$0.0 \$993.8	\$0.0 \$1.023.6	\$0.0	
0 7700020270	1450001044000 770002027000	- Charles Brown B	JAIN STEVEN & PRIYA JANSEN JILL	411 PLUM ST 26 E SOTH ST	470 SPRINGHOUSE DR. SPRINGBORD DN 45066 3001 HACKBERRY RD. IRVING TX 750630156	1450001044000 0770002027000	\$505,000.00 \$276,150.00	\$176,750.00 \$96,652.50	27 804 834	\$556.7 \$244.8	\$573.4 \$252.1	\$590.6 \$259.7	
8300010330 8400060072	830001033000 840006007200	-	JANSEN TILL JANSZEN TIMOTHY T & MICHELLE D JARK HEIDI & & STEVEN T KENAT	15 W FOURTH ST	his industrials of I copyals by 17241	0830001033000 0840006007200	\$310,900.00 \$493,600.00	\$100,815.00 \$172,760.00	7.321981 6.069852 5.821122	\$263.5 \$396.9	\$271.4	\$279.5 \$421.1	-
2 7600020432 6 8400060316	760002043200 840006011600		JENNINS MATT ENNEWEIN CAROLL	33 E COURT ST 400 PIXE ST	8001 HAXXEERER RD. ROYNG TX 750630156 801 CORPORATE CENTER DR. POMONA CA 91768 400 PIKE STREET. CINCINNATI OH 45202	9760002043200	\$275,000.00	\$96,250.00	8.092179	5248.3	\$408.9 \$235.7	\$263.4	-
8300010391	#30001039100		IFMSIN SHANNON I	400 PIKE ST 417 VINE ST 707 MAIN ST	8001 HACKBERRY RD IRVING TX 750630156	0840006011600 0830001039100	\$588,530,00 \$252,780,00	\$203,985.50 \$88,473.00	5.821122 2.748313	\$467.0 \$202.0	\$481.0 \$208.0	\$495.4 \$214.1	
9 7900010179 8 7600010398	790001017900 760001039800		SANG CAPITAL GROUP LLC JOHNSON MEGAN & MOHOLAS		FO BOX SHEEL CINCENNATION 45254	0790001017900	\$289,890.00	\$101,461.50 \$82,288.50	34.000556 10.583321	\$404.1	\$416.2	\$214.3 \$428.7	
8400060095 0 14500010400	840006009500 1450001040000		AONES CHRISTOPHER A	400 PRE ST 253 W FOURTH ST 353 W FOURTH ST	400 PIKE ST UNIT 617 CINCINATI OH 45202 1001 HACKBERRY RD. INVING TX 750830156	0840006009500	\$244,160.00	\$85,456.00	5.821122	5212.8	\$219.2	\$225.7	de.
0 14500010370	1450001037000	Marin Carlo	JONES MICHAEL SCOTT & JULIE	353 W FOURTH ST	353 W 4TH STREET UNIT 301 CINCINNATI OH 45202	1450001040000	\$345,020.00	\$140,757.50 \$120,757.00	5.593983 5.593983 6.060852	\$235.4 \$286.0	\$242.4 \$254.6	\$249.7	
7900010109	790001010900	007900010108	JOYCE MARTIN H III AVLY CINCINNATI LLC	13 W FOURTH ST	15 WEST FOUNTH STREET #602 CINCINNATI OH 45202 917 MAIN ST. CINCINNATI OH 45202	0830001038600 0790001010900	\$462,990.00	\$162,046.50 \$0.00	6.069852	\$375.7	\$387.0 50.0	\$398.6	
7900010108 7900010182	790001010800 790001018200		JUVLY CINCINNATI LLC	917 MAIN ST 817 MAIN ST	917 MAIN ST CINCINNATI ON 45202 917 MAIN ST CINCINNATI ON 45202 917 MAIN ST UNIT AA CINCINNATI ON 45202	0790001010800 0790001018200	\$1,051,040.00 \$406,190.00	\$367,854.00 \$142,166.50	93.603928	51,299.3	\$1,338.2	\$1,378.3	
7900010182 4 7900010184	790001018300 790001018400		AND INVESTMENTS LLC AND INVESTMENTS LLC AND INVESTMENTS LLC	817 MAIN ST 817 MAIN ST 817 MAIN ST	817 MAIN ST APT 4A CINCINNATI OH 45202	0780001018100	\$112,790.00	\$39.301.50	\$.000124 \$.000124	\$327.8 \$110.9	\$337.7 \$114.2	\$347.8 \$117.6	4
4 7600010254	760001025400		KASLTD	134 W COURT ST	B17 MAIN ST APT 4A CINCINNATI OH 45202 21 DIOS CENTRAL AVE CINCINNATI OH 45214 ATTN REAL ESTATE-THIRD AR B03 PLUM ST BM #222 CINCINNATI OH 45202	0790001018400 0760001025400	\$226.680.00 \$161.450.00	\$79,338.00 \$56,507.50	5.0001 48.800262	\$195.3 \$392.0	\$201.2 \$403.8	\$207.2	
5 7700020335 6 8400060106	770002033500 840006010600	007700020334	CINCINNATI CITY OF KADISH SCOTT P & MELISSA M KADISH	400 PIKE ST	ATTN REAL ESTATE-THIRD PA BOX PLUM ST RM #122 CINCINNATI OH 45202 400 PIKE ST UNIT 708 CINCINNATI OH 45202	0770002033500 0840006010600	\$0.00 \$571.240.00	\$0.00	5.821122	50.0	\$0.0	\$0.0	
7600010331 7 7600020137	760001033100 760002013700		KANU INVESTMENTS LLC KANU INVESTMENTS LLC	109 W COURT ST 20 W COURT ST	ANTE PRECIPING DARK OR MANY CHICANIAN OUI AFTAIL	0760001033100	\$204,310.00	\$72,908.50	191.685919	\$1,225.5	\$1,262.3	\$1,300.1	
0 7600010330	760001033000		KANU INVESTMENTS LLC	113 W COURT ST	4015 EXECUTIVE PARK DR #402 CINCINNATI OH 43241 4015 EXECUTIVE PARK DR #402 CINCINNATI OH 45241	0760002013700 0760001033000	\$208,310.00	\$135,285.50 \$72,908.50	100.567802 65.766193	\$847.6 \$\$21.5	\$878.1 \$\$87.1	\$699.2 \$553.2	
7400030241	760001026100	57 E S 100 S 100 S	KANU INVESTMENTS LLC	116 W COURT ST 120 W COURT ST	4015 EXECUTIVE PARK OR #402 CINCINNATI OH 45241 4015 EXECUTIVE PARK OR #402 CINCINNATI OH 45241	0760001026200 0760001026100	\$198,680.00 \$107,150.00	\$49,538.00	64.001145 34.660389	\$504.5 \$272.9	\$\$19.6 \$281.1	\$595.2 \$289.5	
6 8300020326 8 8400060088	830001032600 840006008800		KATHIR TIFFNEY R KEENAN ELIZABETH 1 & GEOFFREY	15 W FOURTH ST 400 PIKE ST	15 Width ST UNIT 101 CHICARNATI ON 45202 400 PRE ST 609 CHICARNATI ON 45202 18 E POURTH ST UNIT 902 CHICARNATI ON 45202	0830001032600 0840006008800	\$380,000.00 \$459,880.00	\$113,000,00 \$160,958.00	6.069852	5314.5	\$323.9	\$333.6	
7 8300010317 3 8400060143	#30001031700 #40006014300		KELLEHER T WILLIAM TR KELLEY BRIAN T & SHARI L SCINNER	18 E FOURTH ST	18 E FOURTH ST UNIT 902 CINCINNATI ON 45202	0830001031700	\$322,020.00	\$112,707.00	5.821122 8.994074	\$372.0 \$288.0	\$383.2 5296.7	\$394.7	-
7 8400060107	840006010700		KELLY ELIZABETH A	400 PIKE ST 400 PIKE ST	13370 SANDY KEY IN FT MEYERS FL 33908 3001 HACKBERRY RD IRVING TX 750630156	0840006014300 0840006019700	\$546,330.00 \$451,620.00	\$191,215.50 \$158,067,00	5.823122 5.821122 5.593983	\$435.9 \$366.0	\$448.9 \$376.9	\$462.4 \$385.2	
3 14500010373 4 14500010374	1450001037300		KELLY THOMAS J KEVIN PATER & ASSOCIATES INC	353 W FOURTH ST 353 W FOURTH ST	3001 HACKBERRY RD IRVING TX 750630156	1450001037300 1450001037400	\$380,000.00	\$158,067.00 \$133,000.00 \$94,558.50	5.593983 5.593983	\$311.8	\$321.2	\$330.8 \$244.8	13
4 7900040304	790004030400	Market Control	REY LARGO CAPITAL LLC KING RYAN I & LEA ANN KINSEY FLATS LLC	720 MAIN ST 353 W FOURTH ST	153 WEST 4TH 5T STE #305 CINCINNATI OH 43202 7867 QUAR HOLLOW CT - WEST CHESTER OH 45069 PO BOX 384 - BATES/ULE IN 47008	0790004030400	\$172,230.00	\$60,280,50	10.126564 3.503983	\$183.8 \$287.0	\$189.3 \$295.6	\$194.9	
7 14500010057	1450001005700	014500010056	KINSEY FLATS LLC	333 W POOR/# 31	331 W FOURTH ST SUITE A CINCINNATI OH 452022713	1450001039200	\$0.00	\$121,229.50 \$0.00	5.501983	\$287.0 \$0.0	\$295.6	\$304.4	100
8 14500010068 1 14500010061	1450001006800 1450001006100	014500010059 014500010060	KINSEY FLATS LLC KINSEY FLATS LLC	CONTRACTOR OF THE PARTY OF THE	331 W FOURTH ST SUITE A CINCINNATI OH 452022713 331 W FOURTH ST SUITE A CINCINNATI OH 452022713 331 W FOURTH ST SUITE A CINCINNATI OH 452022713	1450001006800 1450001006100	\$0.00	\$0.00		50.0	\$0.0	50.0	
1 14500010073 9 14500010059	1450001007300	014500010072	KINSEY FLATS LLC KINSEY FLATS LLC	331 W FOURTH ST	331 W FOURTH ST SUITE A CINCINNATI OH 452022713 331 W FOURTH ST SUITE A CINCINNATI OH 452022713	1450001007300 1450001005900	\$0.00	50.00	44 44444	\$0.0	\$0.0	50.0	
14500010071	1450001007100 1450001006000		KINSEY FLATS LLC KINSEY FLATS LLC	MACKARI AND ST	221 W FOLISTIC ST BUTTE A CHICAGNATI ON ACCOUNTS		\$1,114,190,00 \$126,590,00 \$266,080,00	\$390,036.50 \$44,306.50 \$93,128.00	37.055175 34.340347	\$1,029.9	\$1,060.8 \$294.0	\$1.092.5 \$302.0	F
4 14500010074 2 14500010072	1450001007400		KINSEY FLATS LLC	327 W FOURTH ST 330 MCFARLAND ST 322 MCFARLAND ST	833 W YOURTH ST SUITE A CINCINNATI OH 452022713 331 W YOURTH ST SUITE A CINCINNATI OH 452022713	1450001007100 1450001006000 1450001007400	\$202,930.00	£33 03£ 60	34.088676 31.292775	\$387.0 \$324.8	5398.6 5334.5	\$410.6	
14500030056	1450001007200 1450001005600		KINSEY PLATS LLC	343 W FOURTH ST	331 W FOURTH ST SUITE A CINCINNATI OH 452022713 331 W FOURTH ST SUITE A CINCINNATI OH 452022713	1450001007200 1450001005600	\$125,830.00 \$748,240.00	\$44,040.50 \$261,884.00 \$33,628.00	31.292775 30.355354 29.255901	\$262.6 \$216.0	\$270.5	\$278.6	
14500010075 14500010058	1450001005800 1450001005800		KINSEY FLATS LLC KINSEY FLATS LLC KINSEY FLATS LLC	128 MCFARLAND ST 135 W FOURTH ST	B31 W FOURTH ST SUITE A CINCINNATION 453022713	1450001007500	\$96,080.00	\$33,628.00	26.289922	\$217.9	\$737.4 \$224.5	\$750.5 \$231.2	
14500010085	1450001008500		KINSEY FLATS LLC	331 MCFARLAND ST	331 W FOURTH ST SUITE A CINCINNATI ON 452022713 331 W FOURTH ST SUITE A CINCINNATI ON 452022713	1450001005800 1450001008500	\$893,120.00 \$82,040.00	\$187,592.00 \$28,714.00	24.443078 22.963053	\$426.9 \$189.0	\$4)9.7 \$194.6	\$452.8 \$200.4	-
14500010086 14500010356	1450001008600 1450001035600		KINSEY PLATS LLC KINSEY PLATS LLC	S21 MCFARLAND ST CENTRAL AVE		1450001004600 1450001035600	\$78,130.00 \$343,730.00	\$27,345.50 \$120,305.50	22.963053 20.244734 5.593983	\$170.9 \$285.0	\$176.0 \$293.6	\$181.3 \$302.4	F
7700020334	770002033400 770002033300	-	ONCONNATI CITY OF ONCONNATI CITY OF	VINE ST E RETH ST	331 W FOURTH ST SUITE A CINCINNATI OH 452022713 ATTN REAL ESTATE I-MIRO PA BOS FLUM ST RAM #122 CINCINNATI OH 45202 ATTN REAL ESTATE I-MIRO PA BOS FLUM ST RAM #122 CINCINNATI OH 45202	0770002033400 0770002033300	\$0.00	\$0.00 \$5,058,910.50	107.884438	\$0.0	\$0.0 \$11,612.0	\$0.0 \$11,959.6	
7700010198 14500010264	770001019800 1450001026400		KNOCK MADISON L KOCH BUILDINGS INC	TO THE PROPERTY OF THE PROPERT	3001 HACKBERRY RD JRVING TX 750630156 131 W 4TH ST CINCINNATI OH 45202	0770001019800	\$346,090,00	\$121.131.50	22.447244	5378.8	\$190.2	f 403 0	
7700030118 8300010365	770003011800		KRC PROPERTIES LLC	17 E EIGHTH ST	14 CRAMON IN COCUMAN ON ACTOR	1450001026400 0770003011800	\$568,840.00 \$534,920.00 \$349,780.00	\$199,094.00 \$187,222.00	70.497818 53.117542	\$814.1 \$691.9	\$838.5 \$712.6	\$863.6 \$734.0	F
8400060167	830001036500 840006016700		KREDER JENNIFER K. & ALEXANDER K. KREGER KEVIN J. & JENNIFER L. COUSER	15 W FOURTH ST 400 PIKE ST 223 W NINTH ST	901 CORPORATE CENTER OR - POMONA CA 91768 400 PIRE ST UNIT P14 CINCINNATI OH 45202	0830001036500 0840006016700	\$349,780.00 \$594,320.00	\$187,222.00 \$122,423.00 \$208.012.00	6.069852 5.821122	\$691.9 \$292.2 \$471.3	\$300.9	\$309.9	
7700010178 7900010154 7900010158	770001017800 790001015400		KREIMER BRACKEY P & MARY K MARKER KERLURE CONSULTING GROUP INC. THE	223 W NINTH ST 817 MAIN ST	3001 HACKBERRY RD IRVING TX 750630156 817 Main ST CINCINNATION 45202	0770001017800	\$258,090.00	590,831.50	20.999992	\$307.9	\$317.2	\$326.7	
7900010158	790001015800 830001036200		KRELLER CONSULTING GROUP INC THE KRELER CONSULTING GROUP INC THE KREMM JORDAN & NICHOLAS	817 MAIN ST	817 MAIN ST CINCINNATI OH 452022183	0790001015400	\$281,420.00	\$100,495.50	5.00124	\$307.9 \$239.9 \$235.7	5247.1 5242.8	\$254.5 \$250.1	-
7600020123	760002012300	007600020122	KROGER CO THE	15 W FOURTH ST	ATTN GLOBIA LANDRY 1014 VINE ST. THE FLOOR CRICINNATI OH 45207	0830001036200 0760002012300	\$343,630.00	\$120,270.50	6.069852	\$287.6	\$296.2 \$0.0	\$305.1	
7600020124 7600020140	760002012400 760002014000	007600020122	KROGER CO THE KROGER CO THE		ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 45202 ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 45202	0760002012400 6760002014000	\$0.00	50.00		\$0.0	\$0.0	\$0.0	
7600020141 7600020142	760002014100 760002014200	007600020139	KROGER CO THE KROGER CO THE		ATTN GLORIA LANDRY 1014 VINE ST ZTH FLOOR CINCINNATI OH 45202 ATTN GLORIA LANDRY 1014 VINE ST ZTH FLOOR CINCINNATI OH 45202 ATTN GLORIA LANDRY 1014 VINE ST ZTH FLOOR CINCINNATI OH 45202 ATTN GLORIA LANDRY 1014 VINE ST ZTH FLOOR CINCINNATI OH 45202 ATTN GLORIA LANDRY 1014 VINE ST ZTH FLOOR CINCINNATI OH 45202	0760002014100	\$0.00	\$0.00		\$0.0	\$0.0 \$0.0	\$0.0	
7600020183	760002014200 760002018300 760002018400	007600020182	KROGER CO THE			0760002014200 0760002018300	\$0.00 \$0.00	\$0.00 \$0.00		\$0.0	\$0.0	50.0	F
7600020185	760002018500	007600020182 007600020182	KROGER CO THE KROGER CO THE		ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CHICINNATI OH 45202 ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CHICINNATI OH 45202	0760002018400 0760002018500	\$0.00	\$0.00 \$0.00	No.	50.0	\$0.0	\$0.0	
7600020186 7600020187	760002018600 760002018700	007600020182	KROGER CO THE KROGER CO THE		ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 45202	0760002018600	\$0.00	\$0.00	III STANSON THE	\$0.0	\$0.0	\$0.0	12
7600020188	760002018600	007600020182	KROSER CO THE	And the last the last three last three last	ATTN GLORIA LANDRY 2014 VINE ST 7TH FLOOR CINCINNATI DH 45202 ATTN GLORIA LANDRY 2014 VINE ST 7TH FLOOR CINCINNATI DH 45202 ATTN GLORIA LANDRY 2014 VINE ST 7TH FLOOR CINCINNATI DH 45202 ATTN GLORIA LANDRY 2014 VINE ST 7TH FLOOR CINCINNATI DH 45202	0760002018700 0760002018800	\$0.00	\$0.00 \$0.00		\$0.0	\$0.0	50.0	
7600020189 7600020190	760002018900 760002019000	007600020182 007600020182	KROGER CO THE KROGER CO THE	CONTRACTOR OF THE PARTY OF THE	ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 45202 ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 45202	0760002018900 0760002019000	\$0.00 \$0.00	\$0.00		50.0	50.0	\$0.0	
7600020192 7600020193	760002019200 760002019300	007600020182 007600020182	KROGER CO THE		ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 44302 ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 44302 ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 44302 ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 45202 ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 45202	0760002019200	\$0.00	\$0.00		\$0.0	50.0	\$0.0	100
7600020198 7600020199	760002019800	007600020182	KROGER CO THE KROGER CO THE			0760002019300 0760002019800	\$0.00 \$0.00	\$0.00 \$0.00		\$0.0	\$0.0	\$0.0	155
7600020200	760002019900 760002020000	007600020182 007600020182	KROGER CO THE		ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI DH 4520) ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI DH 45202	0760002019900 0760002020000	50.00	\$0.00 \$0.00	M reactive const	50.0	50.0	50.0	
7600020201	760002020100 760002020200	007600020182 007600020182	KROSER CO THE	The work was all the same	ATTM GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 45/202 ATTM GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 45/202 ATTM GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 45/202	0760002020000 0760002020100	\$0.00	\$0.00	VI	50.0	\$0.0	\$0.0	
7600020203	760002020300	007600020182	KROGER CO THE		ATTN GLORIA LANDRY 1014 VINE ST 7TH PLOOR CINCHNATI OH 45202 ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCHNATI OH 45202	07600020202000 07600020203000	\$0.00	\$0.00 \$0.00	The same of the sa	\$0.0	\$0.0	\$0.0	-
	760002020400	007600020182	KROSER CO THE KROSER CO THE		ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 45202 ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 45202	6760002020400 0760002020500	\$0.00 \$0.00	50.00 50.00		\$0.0	\$0.0	\$0.0 \$0.0	1

007900010073 007900010072 008400060155	004300010305	007900040124	007900040123	007600010237	007600010238	007600020455	007600020458	014500010371	007100010087	008400080102	008300016383	008300010169	007900020002	007900020000	007900020003	008300030400	014500010351	014500010346	007900040214	014500010413	007900040030	007900040031	014500010388	007900020014	007900020013	0/10/10004/00	014500010262	470010006900	008400030207	008400050290	008400060096	014500010383	811010008700	014500010343	285010005200	008400060087	007800010111	007600010114	007600010113	00780000010121	014500010158	008300010372	007700010041	20010001034	014500010161	007600010155	014500010362	008300010376	007700030067	007700010128	007700010131	007700010139	007700020312	151090009910	014600006111	01100000310	014600060127	014600060125	014600060124	007900040073	014300010174	008300010373	007600070194	007600020122	007600020182	007600020112	007600020233	007600020208	007600020208	
250000001 250000001 20000001	14500010305	7900040124	7900040111	7600010217	7600000338	7600020455	7600020454 8400060115	14500010171	7600010087	840006010257	19101000ER	830000088	7900020002	7900020000	7900020003	8300010400	14500010351	14500010346	7900040214	14500010413	7900040030	7900040031	7900040029	7900020014	1100000000	7900010070	14500010262 8300070030	47000100054	8400030207	8400050290	\$400060096	14500010383	7800010118	14500010343	9960100068	8400080087	7600010111	2600010115	7600010113	7800010121	14500010354	8400060097	7700010042	1900000000	14500010363	7600010155	14500010342	8300010376	7700030067	7700010128 8400060113	2710100077	0,0000000000000000000000000000000000000	77000203112	14600060151	14400009111	14600060129	14600060127	14600060125	14600060123	7900040073 8400060132	\$40006019379	8300010171	7600020194	7600020122	7600020182	7600020212	7600020210	7600020208	2600020208	
790001007300 290001007300	1450001030500	790004011400	790004031300	760001021700	0001233000	760002045500	M00002045800	1450001017100	700001008700	830001025700	000101000018	00001010000	790002000200	790002006000	790002000000	830001040000	1450001015100	1430001034600	790004021400	1450001043000	790004001000	790004003100	006400100064	79000200100	790003001300	790001007000	145000000000000000000000000000000000000	006100100069	840003010700	840005012400	840006009600	1450001034300	780001011800	1450001034300	830001036600	840008/008700	760001011100	760001011500	760001011100	780001012100	14900000101900	840000000000000	770001004100	CONSTRUCTODOS	1450001014.500	760001015500	770001002900	#10001017600	770003006700	8400001012800	27000101300	77000101000	77000000111000	1460006015100	146000611300	0062109000991	1460006012700	1460006012500	1460000017400	790004007300 840000011200	\$4000001037900 \$40000013400	830001037300	7600001019400	760002012200	006110100094 007910200094	7600002021200	760002021000	740002020000	740002020000	
007900010072				ACTOR COOL STATE	007600010237			No. of Concession, Name of Street, or other Persons and Street, or other P	September 1	The second second		191010001800		007900010002	007900020002		Sea Villanda		007900000213				007900040028	007900020012	007900020012	Mary Control of the	Section of the Party of			008400040233			Section of the least of the lea	Residence in a second				007600010111	111010009400	-	THE STREET, ST		007700010041						007700030066		007700010128	871010002200	017750020309	014600060122	014600060122	014600060172	014600060122	014600060122	014600060122						and the same of the	907600020182	291020009/20	28102009400	007600020182	
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007700020277	7700020277 7700	770003027700	WESON MOSE	TA F GITTA CT	THE PERSON NAMED AND POST OFFICE ADDRESS OF THE PERSON NAMED AND PARTY OF THE PERSON NAMED AND P	obsession and	department of				The second		April .
007700020287	7700020267 7700	770002026700	WLSON SCOTT	36 F GoTh 47	ATTACHOLOGY AND TOTAL SAME THE SAME TO THE SAME SAME SAME SAME SAME SAME SAME SAM	07/20/20/20/00	27.500,000	20073000	7,322981	5244.0	2313	2387	5266.6
008400060101	8400060101 8400	840006010100	THEORIES NOTICE AND STREET	AND Staff CT	SATE LABORET WANTED THE WORLD TO SATE AND ADDRESS.	001000000000000000000000000000000000000	2012/00/00	2161,430,00	1377361	MIN	24430	2462.4	2476.3
007700030140		72000014000	MANAGE AND	TO SECURE SEC	SALS MARKES WINN IN WEST WILL ON A LOSS	000000000000000000000000000000000000000	\$284,420,00	599,547,00	5,03122	556.5	\$248.A	\$257.3	\$265.0
007700030119		770003011900	WORMITC	10 1 100111 52	TO COLUMN STATE OF COLUMN STATE OF STAT	0770001014000	979,780,00	\$10,341.00	71.363632	5430.6	54332	5446.2	2450.6
007700010098	7700010098 7700	770001009800	WAK GROUP LLC	A17 BACT CT	ATT CAP OF PROPERTY OF ACT OF	O'THOUGHOUT TO	00057886	212,581,50	61.794503	1829.2	2000	66286	1000
007700010096	7700010096 7700	770001009600	MAKCASHBUC	THE MEMBERS OF	ALL CORE DE CONCENTRALE DE CONCENTRA	000000000000000000000000000000000000000	21,016,920,00	\$133,812.50	149.72.5647	31,507.9	\$1,615.5	11,484.5	\$1,715.1
007700010151		770001015100	WAS CROWN II.C	and the second of	ALL CAR ST AND TO CHARACTER AND ASSESSMENT OF ASSESSMENT O	07/0001009600	398,000,00	334,300,00	12,43836	22374	23614	5348.3	\$277.4
941000000000	7800010139 7800	780001013900	400 MAN HOLDWISELLS	of Liver or other	ATTENDED TO THE CONTRACT OF CONTRACT OF STATE OF	0770001015300	203,840,00	\$31,344.00	33.836229	5344.6	5296.1	\$263.8	5271.7
008300010346		KNOODDANGOO	WOODSCHIE GIFTEN	14 au forsigna ce	THE TAX AND THE PARTY CAN AND THE PARTY OF T	O'STONE OF THE OWNER, O'S THE OWNER,	0000	2000		000	000	000	200
007900010069	7900010069 7900	790001006900	WOODS STALESTATE INVESTMENTS LLC	13 S 6 MINTH ST	ACTUAL TO CONTRACT OF STATE OF	034000103400	211,840.00	\$100,644.00	4.069832	\$265.6	5273.6	\$281.A	\$290.3
007900010151	7900010151 7900	790001015100	WOODS REAL ESTATE INVESTMENTS LLC	I MACHINE	CANA AND AND AND AND AND AND AND AND AND	Commontone of the common of th	CONTRACTOR OF THE PARTY OF THE	2541,413.50	29.370040	2000	29784	78.87	59843
014500020299	14500020299 1450	1450002029900	WWW/IIC	TO MEDIAL CO.	DO BOX COM CHARACT ON SECURITY	2010101010101	ALL REAL PROPERTY.	211,051,00	10000	1000	741.4	SAGA	503
008400060136	t	640006015400	YANG SHU & CIN HUANG	400 Pert ST	AND BIRT OF INCT AND COLUMN TO A SCHOOL	CAMPOON TAND	00'000'4476	200,400,50	62.69632	2511.6	2507	2384.1	20011
007600020383	7600020383 7600	76002034300	VOCES SETS M & LYDIA K.K.	13 COURT CT	ANY CORPORATE CTATES THE SOLANDAR PARTIES	O'S CONTRACTOR OF THE PERSON	4114 0000 000	200000000000000000000000000000000000000	3041141	71007	2536.6	2397.2	2378.3
008400060159		840006015900	YOUNG COMA D TR	400 Part ST	ADD PAY OF BATHON BACHCONALD ON ADDO	0440004014000	\$278,000,00	287,000.00	878344	5256.3	5262.0	£5953	5277.9
008300010303	6300010103 8300	000000000000000000000000000000000000000	MANUAL MA	ta tionatuce	TOTAL OF CONTRACT OF STORY OF	CONTROL OF THE PARTY OF THE PAR	21,197,254,00	2486,362,30	2841174	21,061.1	\$1,093.0	ST. LETA	51,161.7
014900010330	14500010320 1450	1450001032000	YURDIAK ALESANDE	323 W 697H 57	128 MET BETT BETT THE TO CHARLES AND ACCOUNT	141000101000	\$100,450,00	310/23030	2.994074	5278.5	5284.8	52933	5302.2
006300010355	8300010135 8300	1)0001015500	ZMMERMAN EFREY J	15 W FOLKETH CT	215 CTATION AS WANTER GRANDS IN TOTAL	ORTHODOLOGICAL DESCRIPTION OF THE PERSON OF	\$170,000,000 \$110,000,000	200,011 NO	14.971312	57783	5233.3	5242.4	1249.7
008300010399	#300010399 #30C	810001039900	ZMANERADAN ANY C TR	417 VINE CT	ATTS MANAGEMENT OF ASSESSMENT AND ASSESSMENT AND ASSESSMENT AND ASSESSMENT AS	Owner Control	0111111000	STORY SOLD	2000000	2000	27774	97876	Samo
014500010454	14500010454 1450	1450001045400	ZUSWAN ASSOCIATE LIC	THEMSE	AGOS ) ANT GODGET OR STATE SON CHARLEST ON ARTHUR	000000000000000000000000000000000000000	\$4 240 Met to	And the same and	1748311	2507.0	2,000.0	5214.3	22207
007800010118	7800010138 7800	780001013800	607 MAIN HOLDINGS LLC		ATTENDED TO THE PARTY OF THE PA	CONTRACTOR OF THE PARTY OF THE	24,764,394,00	21/0/2/190.20	20386963	West.	36.631.5	76,830.9	57,037.1
007700030155	7700030155 7700	770001015600	AVANCTANISTIC	to made	CALLED FORCE OF THE DIE S SAL CHENTRAL OF THE	0.0001013000	20.00	20.00		200	000	20.0	200
007700090111	2200030111 2700	770001011100	THE CHIEFT ATRIAM CARLOD IN	Child Co.	AND	077003015500	2000	20.00	The state of the s	200	900	000	500
007700000114	t	270001015400	THE STREET ATOM AND DESCRIPTION		222 463 MOUNTAIN VIEW DR. COLCHOSTER VT 03446	0770003013100	\$303,200,00	\$176,820,00	135,1652	\$1,178.3	\$1,162.2	\$1,197.0	\$1,233.0
001700010010	ľ	Thomas tron			223 463 MOUNTAIN VIEW ON COLCHESTER VT 05446	0770003013400	\$11,745,290,00	\$4,110,851.50	71,1676	\$9069	\$9,342.9	\$9,621.6	\$9,911.3
OUTTHOUGHTON	ì	ļ	100	The second second	ATTN NEAL ESTATE-THIND PA BOS PLOM ST RM #122 CINCHWATI ON 45202	0770002031000	2000	\$0.00	The second second	900	0'05	\$0.0	\$0.0
001700010153	l	Tronsisting	AND THE PARTY OF CHALLES AND THE PARTY OF TH	20 CONTH ST	29 EBSHTH ST. CINCINNATI OH 45202	02720003015300	2000	80.00		900	900	50.0	50.0
CONTROL DOTA		770089337000	SUPPLY AND ADDRESS OF THE PARTY	WALNUT ST	1844 SR TYLER OR WILMINGTON NC 28405	0770003015200	\$0.00	\$0.00		600	500	500	\$0.0
Name and Address of the Park	Ì	000000000000000000000000000000000000000	HAMILLON COUNTY ONLY BOARD OF COUNTY COMMISSIONERS	W HEEDOM WY	138 E COURT ST #603 CHCINNATI OH 45202	830007007200	56,110,160.00	\$2,138,556,00	907.4124	59,584.2	\$9,871.7	\$10,167,2	\$10,473.4
	ĺ	2000700710000	HAMILTON COUNTY OND BOARD OF COUNTY COMMESSIONERS	NACE ST	138 E COURT ST MEOS CINCINNATION 45202	63000700710000	\$18,694,050.00	\$6,542,917.50	907.4124	\$18,874.1	\$19,440.3	\$20,022.3	\$20,625.2
0011000000111		#3000700390000	CH BANKS COMMERCIAL ACQUISITION LLC	E PREEDOM WY	6640 RWENSOE CHI STE 500 DUBLIN OH 43017	#30003000380000	\$6,877,400.00	\$2,407,090,00	645,6757	\$4.647.2	\$4,947.8	\$9215.7	\$9,493.2
000000000000000000000000000000000000000	t	77000HJ3500	NOWEN ILL	29 (SOUTH ST	1844 SH TYLER DR WILMINGTON NC 28405	0770003015100	50.00	\$0.00		0'05	0.00	\$0.0	\$0.0
COLLEGE COLLEGE	Ì	7/00020183100	SIS NACT III	616 RACE ST	1203 WALNUT ST. CINCINNATI OH 4S102	0770002035100	50.00	\$0.00		50.0	\$00	500	\$0.0
001700010100	770000000	77000208000	CINCAMATICITY OF	VINE ST	ATTN REAL ESTATE-THIRD PA 801 PLUM ST RM #122 CINCHBIATI OH 45302	0770002030900	\$1,548,080.00	\$541,828.00	10,728606	\$1,202.8	\$1,238.9	\$1,276.0	51,314.4
and recognism		770002030000	CINCMARTICITY OF	WAYNINGT	ATTN REAL ESTATE-ENGINEER BOT PLUM ST RM #122 CINCHNATI OH 45202	0770002030800	\$0.00	80.00		\$00	005	\$0.0	005
001700020307	770020307	770002030700	CINCHINATIONYO	W SEVENTH ST	801 PLUM ST ROOM 122 CINCHWATI OH 45202	0770002030700	\$0.00	\$0.00	360,373267	\$2,014.9	\$2,075.3	\$2,137.4	\$2,201.8
001300010118	Ì	3000/00140000	HAMILTON COUNTY OHIO BOARD OF COUNTY COMMISS THE	C PREEDOM WY	138 E COURT ST CINCINNATI OH 45202	83000700140000	\$16,362,170,00	\$5,726,739.50	681.2301	\$15,888.0	\$16,364.7	\$36,854.5	\$17,362,1
000000000000000000000000000000000000000	t	7700011000	CINCHANTICITY	115 GAO HLD PL	ATTN REAL ESTATE-PARKING BOT PLUM ST RM #122 ONCHMATI OH 45202	0270001011800	\$11,566,890,00	\$4,049,111.50	126.580118	\$9,248.3	\$9,525.8	\$9,810.9	\$10,106.4
007700010149		770001014000	ALTER DATA AND DESCRIPTION OF THE PARTY OF T	GAMO ST	3001 HACKBERRY RD IRVING TX 750630156	021020202020	\$25,380,00	\$8,883,00		\$18.7	\$19.3	\$19.9	\$20.5
607700010164		770001016400	CASSES MANIES LIMITED PARTITIONS IN	115 GARDILLO FL		0770001016900	\$21,490.00	\$7,521.50		\$15.9	\$363	\$16.8	\$17.3
OOTS COOL SALE	Ì	Table 10 and 10		JAL W MINITED	AZAW NINTH ST. CINCINNATI OH 45202	0770001016400	\$4,140.00	\$1.4%.00		\$3.1	\$1.2	513	53.4
000000000000000000000000000000000000000	5	ACCORDING TO THE PERSON	WAG GACOUP LLC	25 COUNT ST	411 DAK STREET 2ND FL. CINCINNATI OH 45219	0760002046600	50.00	80.00		000	900	50.0	\$0.0
	İ	746000000000000000000000000000000000000	LACELAND WEST CAPITAL AS LIC	895 CENTRAL AVE	SO20 LAKELAND CIR STE A WACO TY 76710	146000601220000	\$3,663,810.00	\$1,282,333.50	412.41	\$5,010.6	\$5,260.9	\$5315.4	\$5,475.5
007600010234	İ	760001023400	CHCWMATICITY OF	250 W COURT ST	801 PLUM ST ROOM 122 CINCHWATI OH 452025704	0760001023400	\$160,650.00	\$56,227.50	603.098894	\$3,490.6	\$3,593.3	\$3,702.9	53,814.4
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September 24, 2025

To: Mayor and Members of the City Council

202501776

From: Sheryl M. M. Long, City Manager

Subject: Ordinance - SORTA Transit Center Transit Zone

Attached is an Ordinance captioned:

**MODIFYING** Chapter 723, "Streets and Sidewalks, Use Regulations," by **ORDAINING** new Section 723-91, "Trespass in a Transit Center Zone," and by **AMENDING** Section 723-26, "Designated Transit Zone," to promote the safe and efficient operation of the regional transit system in the public right-of-way.

This ordinance modifies Chapter 723 of the Cincinnati Municipal Code to designate transit centers located in downtown and Oakley as a transit zone. This will ensure these zones promote safe and efficient operations for the users of the public transit system.

cc: John S. Brazina, Interim Assistant City Manager

**MODIFYING** Chapter 723, "Streets and Sidewalks, Use Regulations," by **ORDAINING** new Section 723-91, "Trespass in a Transit Center Zone," and by **AMENDING** Section 723-26, "Designated Transit Zone," to promote the safe and efficient operation of the regional transit system in the public right-of-way.

WHEREAS, the Southwest Ohio Regional Transit Authority ("SORTA") operates transit centers in the City of Cincinnati; and

WHEREAS, the City and SORTA have a strong interest in promoting and protecting the safety and welfare of the traveling public by designating areas for transit centers for the exclusive use of transit passengers; and

WHEREAS, Council wishes to provide for the designation of transit center zones and to ensure these zones promote the safe and efficient operation of the transit system; now, therefore,

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

Section 1. That new Section 723-91, "Trespass in a Transit Center Zone," of Chapter 723," Streets and Sidewalks, Use Regulations," of the Cincinnati Municipal Code is hereby ordained to read as follows:

## Sec. 723-91. – Trespass in a Transit Center Zone.

No person shall enter or remain upon, occupy, or use a designated transit center zone established pursuant to Section 723-26 of this Chapter for purposes other than boarding or deboarding a transit vehicle, waiting for a transit vehicle, or purchasing a fare. A person is in violation of this section only after having occupied a transit center zone for a period of time that exceeds that which is necessary to purchase a fare and to wait for, board, or deboard a transit vehicle. It shall be prima facie evidence of a violation of this section if a person remains in a designated transit center zone after all transit vehicles stop and the person does not board any of the transit vehicles.

A person violating this section shall be guilty of a minor misdemeanor and shall be fined not more than \$150.

Section 2. That existing Section 723-26, "Designated Transit Zones," of Chapter 723, "Streets and Sidewalks, Use Regulations," of the Cincinnati Municipal Code is hereby amended to read as follows:

## Sec. 723-26. - Designated Transit Zones.

- (a) Streetcar Transit Zones. The Director of the Department of Transportation and Engineering may designate a streetcar station platform located in the public right-of-way as a designated streetcar transit zone, which area shall be accessible exclusively by persons for the limited purposes of boarding or deboarding a Cincinnati streetcar vehicle, waiting to board a Cincinnati streetcar vehicle, or purchasing a fare. Designated streetcar transit zones shall be clearly marked and contain readily visible signage indicating "Streetcar Transit Zone" or other similar notification.
- (b) Bus Rapid Transit Zones. The Director of the Department of Transportation and Engineering may designate a bus rapid transit station platform located in the public right-of-way as a designated bus rapid transit zone, which area shall be accessible exclusively by persons for the limited purposes of boarding or deboarding a bus rapid transit vehicle, waiting to board a bus rapid transit vehicle, or purchasing a fare. Designated bus rapid transit zones shall be clearly marked and contain readily visible signage indicating "Bus Rapid Transit Zone" or other similar notification.
- Engineering may designate a transit center, being a large facility, that is a convergence point for multiple transit routes, located in the public right-of-way and separated from the pedestrian public, as a transit center zone, which area shall be accessible exclusively by persons for the limited purposes of boarding or deboarding a transit vehicle, waiting to board a transit vehicle, or purchasing a fare. Designated transit center zones shall be clearly marked and contain readily visible signage indicating "Transit Center Zone" or other similar notification.

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

Aftab Pureval, Mayor
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