

# **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

# Agenda - Final-revised

# **Budget and Finance Committee**

Chairperson Jeff Cramerding Vice Chair Scotty Johnson Vice Mayor Jan-Michele Kearney Councilmember Anna Albi Councilmember Mark Jeffreys Councilmember Evan Nolan Councilmember Meeka Owens President Pro Tem Victoria Parks Councilmember Seth Walsh

Monday, September 29, 2025

1:00 PM

Council Chambers, Room 300

#### **AGENDA**

# <u>GRANTS</u>

1. 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.

**Sponsors:** City Manager

<u>Attachments:</u> Transmittal

Ordinance

2. 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.

**Sponsors:** City Manager

<u>Attachments:</u> <u>Transmittal</u>

Ordinance

3. 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."

<u>Sponsors:</u> City Manager

<u>Attachments:</u> <u>Transmittal</u>

Ordinance

**4.** 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.

<u>Sponsors:</u> City Manager

<u>Attachments:</u> <u>Transmittal</u>

<u>Ordinance</u>

**5.** 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.

<u>Sponsors:</u> City Manager

<u>Attachments:</u> <u>Transmittal</u>

Ordinance

**6.** 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.

<u>Sponsors:</u> City Manager

<u>Attachments:</u> <u>Transmittal</u>

Ordinance

### TRANSFERS AND APPROPRIATIONS

7. 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.

**Sponsors:** City Manager

<u>Attachments:</u> <u>Transmittal</u>

<u>Ordinance</u>

# SOUTHEAST OHIO PUBLIC ENERGY COUNCIL (SOPEC)

**8.** 202501777 ORDINANCE, submitted by Sheryl M. M. Long, City Manager, AUTHORIZING

the City Manager to enter into any agreements necessary to enable the City to join the Southeast Ohio Public Energy Council ("SOPEC") and act jointly with other municipalities, townships, counties, and other political subdivisions to maximize the potential benefits of electricity procurement through group purchasing efforts; and **APPROVING** the SOPEC Plan of Operation and Governance and the Amended and Restated Bylaws Governing SOPEC.

**Sponsors:** City Manager

<u>Attachments:</u> <u>Transmittal</u>

Ordinance Attachment

#### COMMUNITY REINVESTMENT AREA AGREEMENT

9. 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.

**Sponsors:** City Manager

<u>Attachments:</u> Transmittal

Ordinance Exhibit A

### COMMUNICATION

**10.** 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.

**Sponsors:** Clerk of Council

**Attachments:** Final Report - DCID Equalization Board Report

### DOWNTOWN CINCINNATI IMPROVEMENT DISTRICT

11. 202501800 ORDINANCE (EMERGENCY) submitted by Sheryl M. M. Long, City Manager,

on 9/29/2025, **APPROVING** the report of the Over-the-Rhine South Special Improvement District Assessment Equalization Board dated September 22,

2025.

<u>Sponsors:</u> City Manager <u>Attachments:</u> Transmittal

**Ordinance** 

**12.** 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.

<u>Sponsors:</u> City Manager

<u>Attachments:</u> <u>Transmittal</u>

Ordinance

**13.** 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.

Sponsors: City Manager

<u>Attachments:</u> <u>Transmittal</u>

Ordinance

Attachment A

# <u>TIF</u>

**14.** 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 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).>

<u>Sponsors:</u> City Manager <u>Attachments:</u> Transmittal

> Ordinance Exhibit A

ADJOURNMENT



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

Article II, Section 6 of the Char		·		
the immediate need to complete	e the grant agreement	with Public	Allies AmeriCorp	s by the
October 6, 2025 deadline.				
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 ST CINCIAND

**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:		, 2025	
			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:	, 202	5
		Aftab Pureval, Mayor
Attest:		
	lerk	



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	3. That this ordinance sl	hall take effect and	be in force from and after the	earliest
period allowed b	by law.			
Passed:		, 2025		
			Aftab 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:		
		Aftab Pureval, Mayor
		·
A 444.		
Attest:C	lerk	



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

services.	ations and ensure the uninterrupted continuation of
Passed:	2025
	Aftab Pureval, Mayor
Attest:	
Clerk	



To: Mayor and Members of the City Council

From: Sheryl M. M. Long, City Manager 202501777

Subject: Ordinance - SOPEC Membership

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to enter into any agreements necessary to enable the City to join the Southeast Ohio Public Energy Council ("SOPEC") and act jointly with other municipalities, townships, counties, and other political subdivisions to maximize the potential benefits of electricity procurement through group purchasing efforts; and **APPROVING** the SOPEC Plan of Operation and Governance and the Amended and Restated Bylaws Governing SOPEC.

WHEREAS, on September 4, 2025, Council passed Ordinance No. 271-2025 authorizing the scheduling of two public hearings pursuant to Ohio Revised Code 4928.20 to consider the Plan of Operation and Governance (the "Plan") for the Electric Service Aggregation Program sponsored by the Southeast Ohio Public Energy Council ("SOPEC"); and

WHEREAS, the two public hearings were conducted, and Council has reviewed the Plan and the SOPEC Bylaws; and

WHEREAS, Ordinance No. 270-2011, passed August 3, 2011, authorizes the City Manager to exercise the authority granted by voters jointly with other political subdivisions of the State of Ohio and to execute and deliver any necessary agreements with such other political subdivisions to establish an Electric Service Aggregation Program; and

WHEREAS, Council finds it is in the best interest of the City and its residents to join the SOPEC and to authorize the City Manager to participate in the SOPEC aggregation program when it is advantageous to the City and its residents; 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 enter into any agreements and take any action necessary for the City to join the Southeast Ohio Public Energy Council ("SOPEC"), including but not limited to entering into the Amended and Restated Agreement Establishing the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) ("SOPEC Agreement") substantially in the form as attached, to implement the City's participation in the SOPEC's Electric Service Aggregation Programs and any additional programs referenced in the Plan as the City Manager determines is in the best interests of the City, its residents, and businesses.

Section 2. That the Plan of Operation and Governance (the "Plan") for the Electric Service Aggregation Program sponsored by the SOPEC is approved.

Section 3. That the Amended and Restated Bylaws Governing the SOPEC (DBA Sustainable Ohio Public Energy Council) are adopted and approved.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6, of the Charter, be effective immediately.

Joining SOPEC supports the 2023 Green Cincinnati Plan is in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" and strategy to "[c]reate a healthy environment and reduce energy consumption" as described on pages 181-186 of Plan Cincinnati (2012). The reason for the emergency is the immediate need for the City to achieve greater savings for the City's electric customers as soon as possible. The Administration recommends passage of this Emergency Ordinance.

cc: Oliver Kroner, Director, Office of Environment and Sustainability John S. Brazina, Interim Assistant City Manager

#### EMERGENCY

KKF

- 2025

**AUTHORIZING** the City Manager to enter into any agreements necessary to enable the City to join the Southeast Ohio Public Energy Council ("SOPEC") and act jointly with other municipalities, townships, counties, and other political subdivisions to maximize the potential benefits of electricity procurement through group purchasing efforts; and **APPROVING** the SOPEC Plan of Operation and Governance and the Amended and Restated Bylaws Governing SOPEC.

WHEREAS, on September 4, 2025, Council passed Ordinance No. 271-2025 authorizing the scheduling of two public hearings pursuant to Ohio Revised Code 4928.20 to consider the Plan of Operation and Governance (the "Plan") for the Electric Service Aggregation Program sponsored by the Southeast Ohio Public Energy Council ("SOPEC"); and

WHEREAS, the two public hearings were conducted, and Council has reviewed the Plan and the SOPEC Bylaws; and

WHEREAS, Ordinance No. 270-2011, passed August 3, 2011, authorizes the City Manager to exercise the authority granted by voters jointly with other political subdivisions of the State of Ohio and to execute and deliver any necessary agreements with such other political subdivisions to establish an Electric Service Aggregation Program; and

WHEREAS, Council finds it is in the best interest of the City and its residents to join the SOPEC and to authorize the City Manager to participate in the SOPEC aggregation program when it is advantageous to the City and its residents; 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 enter into any agreements and take any action necessary for the City to join the Southeast Ohio Public Energy Council ("SOPEC"), including but not limited to entering into the Amended and Restated Agreement Establishing the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) ("SOPEC Agreement") substantially in the form as attached, to implement the City's participation in the SOPEC's Electric Service Aggregation Programs and any additional programs referenced in the Plan as the City Manager determines is in the best interests of the City, its residents, and businesses.

Section 2. That the Plan of Operation and Governance (the "Plan") for the Electric Service Aggregation Program sponsored by the SOPEC is approved.

Section 3. That the Amended and Restated Bylaws Governing the SOPEC (DBA Sustainable

Ohio Public Energy Council) are adopted and approved.

Section 4. That the proper City officials are authorized to do all things necessary and proper

to carry out the terms of Sections 1 through 3.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation

of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II,

Section 6, of the Charter, be effective immediately. The reason for the emergency is the immediate

need for the City to join the SOPEC to achieve greater savings for the City's electric customers as

soon as possible.

Passed:		, 2025	
		_	
			Aftab Pureval, Mayor
Attest:			
(	Clerk		

# ATTACHMENT A

#### AMENDED AND RESTATED AGREEMENT

#### **ESTABLISHING THE**

#### SOUTHEAST OHIO PUBLIC ENERGY COUNCIL

#### (DBA SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL)

This AMENDED AND RESTATED AGREEMENT is made and entered into as of October 8, 2014, as amended and restated as of July 20, 2023 ("Agreement"), by and among the political subdivisions identified below.

#### **RECITALS**:

WHEREAS, Ohio Revised Code Chapter 167 provides that the governing bodies of two or more political subdivisions may enter into an agreement establishing a regional council of governments for purposes that include promoting cooperative agreements and contracts among members and other governmental agencies and private persons, corporations, or agencies.

NOW, THEREFORE, in consideration of the services to be made available to and by the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council), also referred to herein as "SOPEC," it is agreed by and between the Members of SOPEC and any additional political subdivisions that may hereafter become Members as follows:

#### Section 1. <u>Definitions</u>.

Definitions of terms used in this Agreement and Amended and Restated Bylaws ("Bylaws") are set forth on Exhibit A hereto.

#### Section 2. Name.

The name of the council of regional governments that comprises all Members shall be the "Southeast Ohio Public Energy Council," which also may do business under one or more trade names, including the Sustainable Ohio Public Energy Council.

#### Section 3. Members.

Members of SOPEC shall be set forth on <u>Exhibit B</u> hereto, and shall include any other political subdivisions which become members of SOPEC pursuant to Bylaws established pursuant to Section 6 of this Agreement. Each Member shall have one representative to the Assembly, as further set forth in the Bylaws.

# Section 4. Purpose: The Aggregation Programs; Additional Programs of the Council.

The purpose of this Agreement is to allow Members to collectively pursue the benefits of the Aggregation Programs and Additional Programs of the Council that the Council may establish. The Council may negotiate and enter into all necessary programs, contracts and take any necessary and incidental actions to effect and carry out the purposes of the Aggregation Programs for the benefit of the Members and their respective electricity and natural gas consumers. The Members will act jointly through the Council to establish and implement the Aggregation Programs and the Board of Directors may establish Additional Programs of the Council, as set forth in the Bylaws.

#### Section 5. Fiscal Year.

The fiscal year for SOPEC shall be the twelve month period beginning January 1 and ending December 31.

#### Section 6. Adoption of Bylaws.

Within ninety (90) days of adoption of this Agreement, Members shall meet for the purpose of adopting Bylaws of SOPEC. The Bylaws shall address the purposes of SOPEC, its governance, addition and withdrawal of members, adding new programs, and other governance issues including SOPEC's decision-making process and the designation of its fiscal agent.

#### Section 7. Withdrawal and Inclusion of Members.

All issues pertaining to the withdrawal of existing Members or inclusion of new Members shall be governed by the Bylaws.

#### Section 8. Amendments.

This Agreement may be amended subject to the majority vote of the signatory Members to the Agreement, until the adoption of Bylaws pursuant to Section 6 of this Agreement, at which time all amendments to this Agreement will be subject to the provisions set forth in the Bylaws.

#### Section 9. Term and Termination.

It is the intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated subject to the provisions set forth in the Bylaws.

#### Section 10. Effective Date.

This Agreement shall take effect initially this 8th day of October, 2014, as amended and restated effective July 20, 2023. This Agreement, as amended, may be signed in separate counterparts on behalf of one, or more than one, of the Members, and may be signed

electronically, without the necessity for any one counterpart to be signed on behalf of all Members.

The Honorable Chris Chmiel, Athens County Commissioner

Mayor of Athens Vice Chair of the Board of Directors Chairman of the Board of Directors

The Honorable Steve Patterson

### **EXHIBIT A**

As used in this Agreement and in the Bylaws the following words shall have the following meanings:

"Additional Program" means any other cooperative program the Council may establish, with approval of the Council's Board of Directors, under an Additional Program Agreement.

"Additional Program Agreement" means any agreement among some or all Members, and such non-members as may be permitted to participate, establishing an Additional Program in accordance with Section 9 of the Bylaws.

"Additional Program Costs" means, with respect to any Additional Program of the Council, all costs incurred by the Council or the Fiscal Agent of the Council, in connection with the activities and operations of that Additional Program, as defined in the corresponding Additional Program Agreement; provided, however, that no Member shall be assessed Additional Program Costs if the Member is not participating in such Additional Program.

"Advisory Committee" means any committee established by the Board of Directors pursuant to the Bylaws to advise the Board of Directors or the Fiscal Agent with respect to the management and operation of any Program. The Board of Directors shall define the duties of each Advisory Committee.

"Aggregation Costs" means all costs incurred by the Council or by the Fiscal Agent in connection with the activities and operation of the Council for the Aggregation Programs; provided, however, that no Member shall be assessed Aggregation Costs unless such assessment is imposed on all Members and unanimously approved by all impacted Members at a meeting of the Assembly.

"Aggregation Fund" means the fund established and maintained by the Fiscal Agent of the Council as a separate fund pursuant to Section 10 of the Bylaws, into which the Fiscal Agent shall deposit any and all moneys contributed by the Members for Aggregation Costs of the Council, if any.

"Aggregation Programs" means the cooperative programs for the benefit of the Members acting as governmental aggregators to arrange for the purchase of electricity by electric customers and natural gas by natural gas customers in the political subdivisions that join the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council), pursuant to the terms of Ohio Revised Code Sections 4928.20 and 4929.26, and this Agreement.

"Agreement" means this agreement, as the same may be amended, modified, or supplemented in accordance with Section 8 hereof.

"Assembly" means the legislative body of the Council established pursuant to, and having those powers and duties enumerated in, the Bylaws.

"Bylaws" means the regulations adopted by the Council pursuant to Ohio Revised Code Section 167.04 and this Agreement, as the same may be amended, modified, or supplemented in accordance with Section 13 thereof.

"Council" means the Southeast Ohio Public Energy Council (DBA Sustainable Ohio Public Energy Council) established by this Agreement.

"Fiscal Agent" means the person or organization designated by the Members of the Council to receive, deposit, invest, and disburse funds contributed by the Members or otherwise received by the Council, for the operation of the Council and its Programs, in accordance with this Agreement, the Bylaws and any applicable Program Agreement. The Council may serve as its own Fiscal Agent.

"Fiscal Year" means the twelve (12) month period beginning January 1 and ending December 31.

"Member" means any municipal corporation, county, township, or any other political subdivision under the laws of the State of Ohio which pursuant to duly adopted legislation, has caused this Agreement to be executed in its name, which Member shall be listed on Exhibit B hereof, including any additional municipal corporation, county, township, or any other political subdivision under the laws of the state of Ohio which has caused this Agreement to be executed in accordance therewith, and has not withdrawn from the Council pursuant to this Agreement or the Bylaws.

"Program" means an Aggregation Program or any Additional Program.

#### **EXHIBIT B**

#### **Current List of SOPEC Member Communities & Political Subdivisions**

# **Athens County**

**Athens County** 

City of Athens

Village of Albany

Village of Amesville

Village of Buchtel

Village of Chauncey

Village of Jacksonville

Village of Trimble

# **Columbiana County**

**Unity Township** 

# **Cuyahoga County**

City of Cleveland

# Franklin County

Blendon Township

City of Gahanna

City of Upper Arlington

Village of Marble Cliff

# **Gallia County**

City of Gallipolis

Village of Rio Grande

# **Greene County**

Village of Yellow Springs

# **Hocking County**

City of Logan

#### **Lucas County**

Village of Whitehouse

# **Meigs County**

Village of Racine

# **Montgomery County**

City of Dayton
City of Huber Heights
City of Riverside

# **Morgan County**

Village of Chesterhill Village of McConnelsville

# **Muskingum County**

Village of New Concord Village of Norwich

# **Perry County**

Village of Glenford
Village of Hemlock
Village of New Straitsville
Village of Shawnee
Village of Somerset

# **Pike County**

Village of Piketon

# **Washington County**

City of Belpre Village of Lowell

# **Political Subdivisions**

Athens-Hocking Solid Waste District
Dayton Metro Library
Five Rivers MetroParks
Hocking Conservancy District
MetroParks of Butler County
Muskingum Watershed Conservancy District
Syracuse Racine Regional Sewer District

# NEW MEMBER ATTACHMENT FOR AGREEMENT ESTABLISHING THE SOUTHEAST OHIO PUBLIC ENERGY COUNCIL (DBA SUSTAINABLE OHIO PUBLIC ENERGY COUNCIL) ("SOPEC")

Approved by the City Manager,	
this day of, 2025	
Sheryl M. M. Long City Manager, City of Cincinnati	



**September 24, 2025** 

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202501782

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	5 Studio Unit; Rent \$1,085-\$1,750
	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)
	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 making
	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	\$1,823,544
Total Term Incentive to Developer	\$54,706,326
City's Portion of Property Taxes Forgone (Term)	\$17,432,760-
City's TIF District Revenue Forgone (Term)	\$729,794

Public Benefit		Value
	Annual	\$1,157,249
CPS PILOT	Total Term	\$34,717,476
	Annual	\$526,022
VTICA	Total Term	\$15,780,671
Income Tax Total T	erm (Maximum)	\$3,017,840
Total Public Benefit (CPS PILOT, VTICA, Income Tax)		\$53,515,987

Total Public Benefit ROI*	\$0.98
City's ROI**	\$0.17

<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

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

,

### **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:	'lerk	

#### 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	By: Printed Name:  Title:, 2025  Authorized by resolution dated
Approved as to Form:	
Assistant City Solicitor	
Certified Date:	
Fund/Code:	
Amount:	
By:	
Steve 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 occurrently and sqft/units to be constructed/renovated:	soft) Industrial:_0 (soft)
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)?  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 (vww.usgbc.org).    Project is not LEED-certified   LEED Silver   LEED Gold   LEED Platinum
General Project In	nformation:
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	
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Please provide a	brief description of the applicant's development experience:
Urban Sites has beer	preserving and revitalizing Cincinnati and its local areas through real estate development, construction, and
property managemen	at for over 30 years.
will bring to the ne The assistance provi	this project deserves a tax exemption from the City of Cincinnati and what benefits the project eighborhood where it is located: ded by the CRA tax abatement will allow units to be priced at attainable rates and will contribute to the
míxed-income area.	
If Commercial or wholesale or reta	Industrial, state the nature of commercial/industrial activity (manufacturing, warehousing, il stores, or other) to be conducted at the site:
	project's planned community engagement (link for community council boundaries):
	SECTION II – Job Creation/Retention
of employee posi and to maintain	d Retention:  Il agree to use its best efforts to retain and/or create at least the following estimated number tions at the Property in connection with the Project, in accordance with the specified schedule the minimum employment levels throughout the period of the incentive. The Job numbers listed in Full Time Equivalent (FTE) positions. FTEs are calculated by the number of total ivided by the maximum number of compensable hours for a full-time work schedule.
Full-Time Ed	
Will the project i the City of Cinci	involve relocation of positions from another company location in the State of Ohio to nnati? Yes (No)
Existing position	ns at other company locations in Ohio to be relocated:
Address of	Other Location(s): N/A

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

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

employees; total annual payroll \$0

employees; total annual payroll \$0

Existing positions at other compa	ny locations outside of the State of Ohio:
Address of Other Location: _N/	A
Full-Time Equivalent 0	employees; total annual payroli \$ 0
Address of Other Location: N/A	
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 ot	her locations exceed spaces provided above.
employer (add an additional page if	wees the property owner will cause to be created at the facility that here years. Job creation projection must be itemized by the name of the more than one employer). FTEs are calculated by the number of total imum 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	f the agreement: 2 positions
During the second twelve month	s of the agreement: 2 additional positions
During the third twelve months of	of the agreement: 2 additional positions
Temporary Construction 21	jobs; total annual payroli \$1,782,787
Length of Construction Period:	
associated payroll? If so, please	valent positions listed above, are there any part time jobs and provide, as well as a description of the positions:
labrication, warenousing, sales, open	the Job Creation that is associated with this Project (types of jobs; e.g ations, 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	
corporation from which the company	e Section 3735.673 requires the City formally to notify each county or intends to relocate, and the Ohio Development, prior to approval of a cation 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	te value of all parcels involved): \$1,796,060
Estimated post-construction value of propert	y: \$2,305,112.02 @ a 7.5% cap rate
(Please provide appraisal or other method for	or determining post-construction value of the property)

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nvestment in Mac	chinery & Equipment (M&E) at the Property: \$ 0
	niture, Fixtures, and Equipment (FF&E) at the Property: \$_0
Other Investment:	
	er Investment: N/A
	SECTION IV - Applicant Certifications
Does the property	
State? (	quent taxes to the State of Ohio, the City of Cincinnati or another political subdivision of the O YES   NO
2. Any mon	eys to the State of a state agency for the administration or enforcement of any environmental as State? O YES   NO
2 Any other	r moneys to the State, a state agency or a political subdivision of the State that are past due, the amounts owed are being contested in a court of law or not? OYES NO
instance includir submit additiona	responds yes to any of the three above questions, please provide details of each ng but not limited to the location, amounts, and/or case identification numbers (please al sheets for response).
financial statemer ordinarily open to Department of Ta	uthorizes the City and/or the Ohio Department of Development to inspect the persona nts of the Applicant, including but not limited to tax records and other similar information no public inspection; and authorizes the Ohio Environmental Protection Agency and the Ohio axation to release information to the City and/or the Ohio Department of Development in the above statements.
Ohio Revised Co	statements as to taxes and other obligations, and authorization to inspect, are required by ode Section 9.66 (C) (1), As provided by statute, a knowingly false statement under this e prosecuted as a first degree misdemeanor under Ohio Revised Code 2921.13 (D) and may ant ineligible for any future economic development assistance from the state or any political
Please initia	al that you have read the above. X
Project Complet	tion:
with required doc	is complete, the Applicant is required to submit a CRA Completion Application Form along tumentation noted therein. It is the Applicant's responsibility to submit this completed form to ensure the tax abatement will be initiated by the Hamilton County Auditor.
considered by the	at you have read the above statement and understand that the abatement will not be e Hamilton County Auditor's Office until the CRA Completion Application Form is completed.
Х	

# 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_	JF
member" is a party to another agreement grantithe Applicant (or the predecessor or related me prior to the expiration of the term of that agreeme 3735.671 (E). As used herein "predecessor" me Applicant, which transfer resulted in the full or passis, both as determined by rule adopted by	rants that neither Applicant, nor any "predecessor" or "related ng tax exemption relating to a structure in this state at which imber) has discontinued or intends to discontinue operations ent. (Note: This information is required by Ohio Revised Code cans a person or entity that has transferred assets or equity to artial non-recognition of gain or loss, or resulted in a carryover the Ohio Tax Commissioner; and "related member" has the e 5733.042 without regard to division (B) of that section.)
	hat this application, including all enclosed documents and to the best of my knowledge and belief is true, correct, and
/ Amery Back	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.

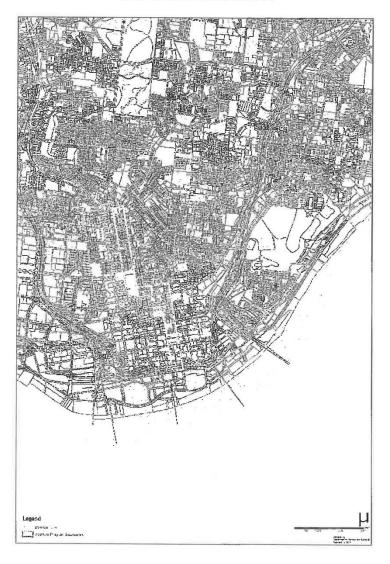
Internal City Review & Offer Letter	Four weeks
Contract Drafting & Legislative Approval	Twelve weeks
Contract Signature & Pre-construction Process	Two weeks
Estimated Timeline	Eighteen weeks

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	Current Financial Statement or other acceptable third party
	O No	verification of funds from all entities or individuals who will be contributing more than 20% of the required equity for the investment
#4	Yes No	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		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:
	O NO	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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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

4936-4479-9339, v. 1

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.



To: Members of the Budget & Finance Committee

202501800

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance - Approving Assessment DCID - Equalization

**Board Included** 

Attached is an Emergency Ordinance captioned:

**APPROVING** the report of the Over-the-Rhine South Special 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 Over-the-Rhine South Special 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:				
	Clerk			



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		
			10.1 P 1.10	_
			Aftab Pureval, Mayor	
Attest:				
	Clerk			



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.

Passed		
		Aftab Pureval, Mayor
Attest:	Clerk	

# ATTACHMENT A

					URBAN FORESTRY DATA			\$3,657,345,780.00	\$1,280,071,026 15	160,970 57	\$3,600,000.00	\$3,709,000.00	\$3,819,000.00	\$3,534,000
wreel ID	No. (Parcel ID)	.00.	Parent Parcel	Property Owner Information Owner Name	Many .				Property Values			Estimated SID Payments		
00010242	7500010242	750001024200	007500010078			Mailing Address	Auditor Parcel ID 0750003024200	Auditor Market Value	Auditor Assessed Value	Front Footage	2026	2027	2928	2029
0010251	7600010251	760001007100 760001025100		20 W 7TH LLC 2000 ELM LLC	10 W SEVENTH ST 1000 ELM ST	10901 REED HARTMAN HWY STE #136 CINCINNATI OH 45242 953 PALOMINO DR. VILLA HELIS KY 41017	0770003007300 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	\$0.0 \$1,599 \$A71.
0020125	7600020125	760002012500	10.000	1000-1010 RACE STREET LLC	142 W COURT ST 1010 RACE ST	953 PALOMINO DR. VILLA HILLS NY 41017 953 PALOMINO DR. VILLA HILLS NY 41027 1021 IVES DARRY RO STE 220 MIAMI PL 33179	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 \$1,208.9	\$224.8 \$1,239.9	\$231.
0090003	830009000300	#3000900030000	Name and Address of the	1008-1010 RACE STREET LLC CINCINNATI CITY OF	1008 BACE ST 375 E THIRD ST CHICKWART ON 45202	SOS PLUM ST ROOM 122 CINCINNAY ON 452025204	0760002012600 830009000300	\$660,850.00 \$1,433,030.00	\$231,297.50 \$501,560.50	32.387556	\$668.9	\$689.0	\$709.6 \$1,122.3	\$731 \$1,156
0050066	840005006600 840005006600	84000500660000		CINCINNATI CITY OF CINCINNATI CITY OF	SO E SECOND ST CINCINNATI OH 45202 E THIRD ST CINCINNATI OH 45202	BOI PLUM ST ROOM 122 CINCINNATI OH 452025704 BOI PLUM ST ROOM 122 CINCINNATI OH 452025704	#30009000400 #40005006400	\$1,169,950.00 \$238,150.00	\$409,482.50 \$83,352.50	4064.53 20,0248	\$23,548.8 \$287.8	\$1,089.7 \$24,296.5 \$296.4	\$25,023.8 \$305.3	\$25,7 \$314
00500699	840005006990	84000500699000		CINCINNATI CITY OF CINCINNATI CITY OF	E THIRD 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	840005006890 840005006990	\$84,680.00 \$101,400.00	\$29,638.00 \$35,490.00	20.0248 24.9988 29.9983	\$202.3 \$242.6	\$208.4 \$249.9	\$214.6 \$257.3	\$22 526
00010064	008300010085	00830001008500		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 0830001005400	\$1,740,210.00 \$24,500,000.00	\$2,009,080.50 \$8.575,000.00	28.8336 28.833563	\$4,398.9 \$18,248.1	\$4,530.8 \$18,795.5	\$4,646.5 \$19,358.2	\$4,80 \$19.9
00010442	14500010442	1450001044200		10TH FLOOR LLC	104 W NINTH ST 451 PLUM ST	104 W 9TH ST APT 6C CINCINNATI OH 45202	0760001040200 1450001044200	\$360,000.00 \$512,000.00	\$91,000.00 \$179,200.00	10.543321 32.896836	\$251.1 \$561.9	\$258.6 \$578.8	\$266.4 \$596.1	\$27 \$61
99010263	7600010263	760001026300		110 E EIGHTH LLC 112 WEST COURT LLC	110 E EIGHTH ST 112 W COURT ST	110 EAST EXECUTE ST. CINCONNATI ON 45502 400 N TAMPA ST SUITE 1320 TAMPA R, 33502 1000 D SOUR SO. 1000 SO.	0790001003700 0760001026300	\$443,920.00 \$194,430.00	\$232,372.00 \$68,050.50		5479.9	\$648.8 \$1,207.2	\$648.2 \$1,243.3	548 51,2
0010352	7600010352 7600010353	760001015200	007600010351	116 WEST THIRD STREET LLC 118 W 9TH ST LLC	116 W THORD ST	10830 BIG BONE RD UNION KY 41091 205 EAST ST SUITE C SPRINGBORD OH 45066	1450001028800 0760001035200	\$285,820.00	\$100,017.00	183.95405 27.507926	\$1,172.0 \$364.8 \$0.0	\$375.7	\$387.0	\$30
0020138	7600020138	760002013800	001000000000	12 E COURT STREET LLC	11A W NINTH ST 12 E COURT ST	205 EAST ST SUITE C SPRINGBORD CH 45066 724 BETULA AVE CINCINNATI OH 45202	0760001035100 0760002013800	\$350,000.00 \$596,310.00	\$122,500.00 \$208,708.50	272.129814 173.707697	\$1,779.9 \$1,411.4	\$1,833.3 \$1,453.8	\$1,888.2 \$1,497.3	\$1,0 \$1,5
00010059	7900010059	790001005900	007900010057	120 EAST EIGHTH STREET PARTNERS LLC		120 E BIGHTH ST CINCINNATI OH 45202 120 E BIGHTH ST CINCINNATI OH 45202	0790001005800 0790001005900	\$0.00 \$0.00	\$0.00 \$0.00		\$0.0	\$0.0	\$0.0	50
0010061	7900010061	790001006100	007900010057	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	\$0
00010063	7900010063 7900010064	790001006300	007900010057 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	0790001006200 0790001006300	\$0.00 \$0.00	\$0.00 \$0.00		\$0.0	\$0.0 60.0	\$0.0	50
00010057	7900010057 7800010134	790001005700	00190010031	120 EAST EIGHTH STREET PARTNERS LLC	118 E DIGHTH ST	120 E EIGHTH ST CINOMNATI OH 45202 120 E EIGHTH ST CINOMNATI OH 45202	0790001006400 0790001005700	\$0.00 \$2.579,230.00	\$0.00 \$902,790.50	340.730114	50.0 53,809.1	50.0 \$3,923.4	\$4,040.9	54.3
0010133	7800010133 7800020047	780001013300 780001004700		120 EAST SIXTH LLC	314 SIXTH ST	1200 E BIGHTS ST CINCONSATI ON 45202 1410 RACE ST WICCO CINCONSATI ON 45202 1410 RACE ST WICCO CINCONSATI ON 45202	780001013400 0780001013300	\$3,75,000.00 \$3,028,370.00	\$201,250.00 \$1,059,929.50	94.316213 94.336213	\$951.8 \$2,763.0	\$980.4 \$2,845.9	\$1,009.7 \$2,931.1	\$1,0
0010213	8300010213 8300010215	#30001021300 #30001021500		123-127 EAST 4TH STREET LLC 123-127 EAST 4TH STREET LLC	122 E SOYTH ST 125 E FOURTH ST	1203 WALFULT ST CINICIDALATI OH 45302 1021 NES DARRY RD 8220 MIAARI FL 33179 1021 NES DARRY RD 8220 MIAARI FL 33179	0780001004700 0830001021300	\$1,329,780.00 \$382,750.00	\$465,423.00 \$133,962.50	30,00001 70,300136	\$1,149.4 \$675.6	\$1,183.9 \$695.9	\$1,219.4 \$716.7	\$1,2 \$71
0010214	8300010214 7600010310	830001021400		122 227 EAST ATM STREET LLC	127 E FOURTH ST	1021 IVES DAIRY RD #220 MIAMI FL 33179	0830001021500 0830001021400	\$592,230.00 \$350,020.00	\$207,280.50 \$122,507.00	37.818663 19.537504	\$648.7 \$367.6	\$668.1 \$378.7	\$688.1 \$390.0	\$70 \$40
0010415	7600010415 14500020298	760001041500 1450002029800		124 W NINTH ILLC & 124 W NINTH FLLC 125 WEST CENTRAL LLC	124 W NINTH ST 125 CENTRAL PW	2774 BLUE ROCK RD. CINCINNATI OH 452396333 125 CENTRAL PKWY. CINCINNATI OH 45202	0760001035000 0760001041500	\$510,000.00 \$870,440.00	\$178,500.00 \$304,654.00	50.000319 207.79334	5656.1	6675.7	\$696.0 \$1,914.2	\$7.5
0010203	7700010203 7700010092	770001020300 770001009200		127 W NINTH HOLDINGS LLC	131 NNTH ST	125 CENTRAL PKWY CINCRINATI OH 45202 950 W GALBRATTH RD. CINCRINATI OH 45215 11711 PRINCETON PK 5TE 341-331 CINCRINATI OH 45246	1450002029800 0770001020300	\$613,170.00 \$112,800.00 \$477,450.00	\$214,609.50 \$39,480.00	149.651801 93.875633	\$1,804.4 \$1,249.4 \$608.1	\$1.858.5 \$1.128.1 \$626.4	\$1,367.8 \$645.1	51,4
0010265	14500010265 7600020460	1450001026500 760002046000		127 WEST FOURTH STREET LLC	127 W FOURTH ST 127 W FOURTH ST	11711 PRINCETON PK STE 341-331 CINCINNATI OH 45246 127 WEST FOURTH ST CINCINNATI OH 45202	0770001009200 1450001026500	\$477,450.00 \$603,040.00	\$167,107.50 \$210,364.00	50.686564 59.911547	\$635.9 \$778.7	\$454.9 \$802.0	\$674.5 \$826.1	\$64 \$6 \$8
0020463	7600020461 7600020463	760002046100 760002046300		13 EAST COURT ST LLC 13 EAST COURT ST LLC	13 E COURT ST	13713 PRINCETON PF STS 444-331 CONCINNATION 45246 127 WEST FOUNTS ST CONCINNATION 45246 128 WEST FOUNTS ST CONCINNATION 45245 8559 RECOMMONT AVE 8200 CONCINNATION 45255 8595 RECOMMONT AVE 8200 CONCINNATION 45255	0760002046000 0760002046100	\$119,330.00 \$129,320.00	\$41,765.50 \$45,262.00	9.665494 9.665494	\$142.1 \$149.5	\$146.4 \$154.0	\$150.8 \$158.6	\$11 \$18
0010131	7800010131 7600010354	780001013100	DESCRIPTION OF THE PARTY OF THE	110 EAST SIXTH STREET LLC 1330 BACK STREET LLC	130-132 € SIXTH ST	8383 BEECHMONT AVE #103 CINCINNATI OH 45255 646 MAIN ST SUITE 200 CINCINNATI OH 45202	0760002046300 0780001013100	\$129,320.00 \$794,050.00	\$45,262.00 \$278,617.50	9.665494 160.471552	\$149.5 \$1,484.9	\$154.0 \$1,529.4	\$158.6 \$1,575.2	\$1.6
0010263	14500010263 8300010078	1450001026300 830001007800	008300010077	133 WEST FOURTH LLC	133 W FOURTH ST	3402 CORNELL PL. CINCINIATI ON 45220 3306 GLENSIDE DR. LAFAVETTE CA 94549	0760001035400 1450001026300	\$230,260.00 \$1,333,540.00	\$80,591.00 \$466,753.00	64.999976 64.494597	\$533.4 \$1,345.1	\$549.4 \$1,385.5	\$565.9 \$1,426.9	\$1,4
0010077	#300010077 #300010359	#30001007700 #30001015800		14 E 4TH LLC 15 WEST FOURTH CINCINNATI LLC	14 E FOURTH ST 15 W FOURTH ST	24 EAST FOURTH ST. CINCINNATI OH 45202 24 EAST FOURTH ST. CINCINNATI OH 45202	0830001007800 0830001007700	\$0.00 \$2,365,880.00	\$0.00 \$828.058.00	95,222577	\$0.0 \$2,279.0 \$479.9	\$0.0 \$2,347,4	\$0.0 \$2,417.6	
010233	8300010233 8300010234	830001023300 830001023400	008300010232	15 WEST FOURTH CINCINNATI LLC 150 EAST THIRD OWNER LLC	15 W FOURTH ST	71 SYDNEY AVE DEAL NJ 07723 336 ATLANTIC AVE EAST ROCKAWAY NY 11518	0830001035900 0830001023300	\$475,000.00 \$0.00	\$306,250.00	6.069852	\$679.9	\$700.3 \$0.0	\$721.3	\$2,0 57
0010235	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	0830001023400 0830001023500	\$0.00	\$0.00 \$0.00		\$0.0 \$0.0	\$0.0 \$0.0	\$0.0	\$4
0010237	8300010237 8300010238	830001023700 830001023800	008300010232	150 FAST THIRD OWNER LLC		336 ATLANTIC AVE EAST ROCKAWAY NY 11518 336 ATLANTIC AVE EAST ROCKAWAY NY 11518 336 ATLANTIC AVE EAST ROCKAWAY NY 11518	0830001023600 0830001023700	\$0.00	\$0.00		\$0.0 \$0.0	\$0.0 \$0.0	\$0.0	\$0
0010239	8300010239 8300010240	#30001023900 #30001024000	008300010232 008300010232	150 EAST THIRD OWNER LLC		336 ATLANTIC AVE. EAST ROCKAWAY NY 11518 336 ATLANTIC AVE. EAST ROCKAWAY NY 11518	0830001023800 0830001023900	\$0.00	\$0.00		\$0.0 \$0.0	\$0.0 \$0.0	\$0.0	50
00010241	8300010241 8300010212	830001024100 630001023200	008300010232	150 EAST THIRD OWNER LLC 150 EAST THIRD OWNER LLC	150 £ THIRD 57	336 ATLANTIC AVE EAST ROCKAWAY NY 31535 336 ATLANTIC AVE EAST ROCKAWAY NY 31538 336 ATLANTIC AVE EAST ROCKAWAY NY 31538	0830001024000 0830001024100	\$0.00	\$0.00 \$0.00 \$1,668,975.00		\$0.0	50.0	\$0.0	50
0020236	7600020236 7600020235	750003023600 750002023500	007600020235	17 19 COURT STREET LLC	176 COURT ST	336 ATJANTIC AVE. EAST ROCKAWAY NY 31538 4800 IDLEWILD RD. BURLINGTON KY 41005	0830001021200 0760002923600	\$4,768,500.00 \$0.00	\$1,668,975.00	394.246765	\$5,724.6 \$0.0	\$5,894.3 \$0.0	\$4,072.8	\$4,2
0010323	#300010323 7700020300	#30001032300 770002030000	Secretary Secretary Sec	17 19 COURT STREET LLC  18 E FOURTH CINCINNATI LLC  1W7 CARPARE LLC	18 E FOURTH ST 1 W STYTWTH ST	4800 DLEWILD RD BURLINGTON KY 41005 4800 DLEWILD RD BURLINGTON KY 41005 71 SYDNEY AVE DEAL NI 07723	0740002023500 0830001032300	\$1,600,000.00	\$560,000.00 \$344,655.50	86.45523 8.994074	\$1,664.6 \$277.3 \$11,343.8	\$1,714.5 \$800.6	\$1,765.8 \$824.5	\$1,8 \$84 \$12,1
0010220	7600010220 7600010219	760001022000 760001021900	007600010219	200 W COURT LLC	1001 EIM ST	3001 HACKBERRY RD IRVING TX 750630156 250 W COURT ST SUITE 2006 CINCINNATI OH 45202	0770002050000 0760001022000	\$10,047,970.00	\$3,516,789.50 \$0.00	702.1799	50.0	\$800.6 \$11,664.1 \$0.0	\$12,013.8 \$0.0	
0010236	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 2006 CINCINNATI OH 45202 250 W COURT ST SUITE 2006 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	\$2,8 \$1,0
0010233	7600010233 7600010293	760001023300 760001029300	MICKLES CONTRACTOR	200 W COURT LLC 212 SICHMOND LLC	COURT ST 212 RICHMOND ST	250 W COURT ST SUITE 200E CINCINNATI OH 45202 250 W COURT ST SUITE 200E CINCINNATI OH 45202	0760001023300 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	\$40
0040082	7900040082 7700020158	790004008200 770002015800	007700020152	212 RICHMOND LLC 212-214 EAST EIGHTH LLC 21C CINCINNATI LLC	212 E EIGHTH ST	236 W COURT ST 200 E ONCONNATION 45202 212-214 EAST EIGHTH ST SUITE 400 CINCINNATION 45202	6760001029300 6790004008200	\$1,066,220.00	\$31,871.00 \$380,177.00	19.731559 202.110046	\$177.5 \$1,931.9	\$182.9	\$188.3 \$2,049.4	\$15 52,1
0020159	7700020159 7700020162	770002015900 770002016200	007700020152	21C CINONNATI LLC 21C CINONNATI LLC		609 WALNUT ST CINCINNATI OH 45202 609 WALNUT ST CINCINNATI OH 45202	0770002015800	\$0.00	\$0.00	A DESIGNATION OF THE PERSON OF	\$0.0	\$0.0 \$0.0	\$0.0	\$0 \$0
020163	7700020163 7700020164	770002016300 770002016400	007700020152	21C CINCINNATI LLC 21C CINCINNATI LLC 21C CINCINNATI LLC		609 WALNUT ST. CINCINNATI OH 45202 609 WALNUT ST. CINCINNATI OH 45203	0770002016200 0770002016300	\$0.00 \$0.00	\$0.00 \$0.00		\$0.0	\$0.0	\$0.0	\$4
020165	7700020165 7700020228	770002014500 770002022800	007700020152	21C CINCINNATI LLC 21C CINCINNATI LLC		609 WALNUT ST CINCINNATI OH 45202 609 WALNUT ST CINCINNATI OH 45202	0770002016400	50.00	\$0.00		\$0.0	\$0.0 \$0.0	\$0.0	\$4
020152 010068	7700020152 7700010068	770002015200 770001006800	007700010067	21C CINCINIATI LIC 21C CINCINIATI LIC 222 W 7TH HOLDCO LIC	609 WALNUT ST	609 WALNUT ST CINCINNATION 45202	0770002022800 0770002015200	\$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	\$19,0
010069	7700010069 7700010070	770001006900 770001007000	007700010067	222 W 7TH HOLDCO LLC 222 W 7TH HOLDCO LLC		1001 HACKBERRY RD - IRVING TK 750630156 3001 HACKBERRY RD - IRVING TK 750630156 3001 HACKBERRY RD - IRVING TK 750630156	0770001006800 0770001006900	\$0.00	\$0.00 \$0.00	A STATE OF THE PARTY OF THE PAR	\$0.0	\$0.0	\$0.0	\$0
010071 010072	7700010071 7700010072	770001007100 770001007200	007700010067	222 W 7TH HOLDED LLE 222 W 7TH HOLDED LLE 222 W 7TH HOLDED LLE	THE CONTRACTOR OF THE PROPERTY	3001 HACKBERRY RD (RVING TX 750630156 3001 HACKBERRY RD (RVING TX 750630156	0770001007000 0770001007200	\$0.00	\$0.00		\$0.0	50.0	\$0.0	\$0
010075	7700010075 7700010076	770001007500 770001007600	007700010067	222 W 7TH HOLDCO LLC 222 W 7TH HOLDCO LLC		3001 HACKSERRY RD IRVING TX 750830156 3001 HACKSERRY RD IRVING TX 750830156	0770001007500	\$0.00	\$0.00		\$0.0	\$0.0	\$0.0	\$4
010077	7700010077 7700010078	770001007700 770001007800	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
010079	7700010079 7700010080	770001007900 770001008000	007700010067 007700010067	222 W 7TH HOLDCO LLC 222 W 7TH HOLDCO LLC		3001 HACKBERRY RD INVING TX 750630156 3001 HACKBERRY RD INVING TX 750630156	0770001007900	\$0.00	\$0.00	-	\$0.0	\$0.0	\$0.0	\$0
010082	7700010081 7700010082	770001008100 770001008200	007700010067	222 W 7TH HOLDED LLC 222 W 7TH HOLDED LLC		3001 HACKEERRY RD (RVING TX 750630156 3001 HACKEERRY RD (RVING TX 750630156	6770001008100 6770001008100	50.00	\$0.00		50.0	\$0.0 \$0.0	\$0.0	\$4
010083	7700010083 7700010153	770001008300 770001013300	007700010067 007700010067	222 W 7TH HOLDCO LLC 222 W 7TH HOLDCO LLC		3001 HACKSERRY RD INVING TX 750630156 3001 HACKSERRY RD INVING TX 750630156	077000100#300	\$0.00	\$0.00	Day and the same	\$0.0	50.0	\$0.0	50
010159	7700010159 7700010067	770001015900 770001006700	007700010067	222 W 7TH HOLDCO LLC 222 W 7TH HOLDCO LLC	222 W SEVENTH ST	3001 HACKBERRY RD IRVING TX 750630156	0770001015300 0770001015900	\$0.00	\$0.00 \$0.00 \$3.005 444 50	831 735375	\$0.0	50.0	\$0.0	\$4
010349 010101	14500010101	1450001034900 1450001010100		2700 ASHLAND ASSOCIATES 302 WEST THIRD TEI INVESTORDS LLC 302 WEST THIRD TEI INVESTORS LLC	335 W FIFTH ST 302 W THIND ST	3001 HACKBERRY RD IRVING TX 750630156 265 THRID ST AT JANTIC BEACH FL 32232 901 CORPORATE CENTER DE ROMONA CA 91768	1450001034900	\$152,760.00	\$53,466.00	4.482004	\$10,989.6 \$137.8	\$11,319.3 \$142.0	\$11,658.1 \$146.2	\$12,0 \$15
010090	14500010090 14500010100	1450001009000 1450001010000	OCCUPATION AND AND	302 WEST THIRD TEI INVESTORS LLC	302 W THIRD ST	901 CORPORATE CENTER DR FOMONA CA 91768 901 CORPORATE CENTER DR FOMONA CA 91768	1450001010100 1450001009000	\$1,415,250.00 \$11,325,730.00	\$3,964,005.50	284.818441 265.383596	\$2,637.2 \$9,844.9	\$2,716.4 \$10,140.2	\$2,797.7 \$10,443.8	\$2,0 \$10,
100009	14500010010 14500010009 8300010049	1450001001000 1450001000900		305 309 W FIFTH STREET PARKING LL.C. 305 309 W FIFTH STREET PARKING LL.C. 310 RACE STREET PARTNERS LLC.	305 W FIFTH ST 309 W FIFTH ST		1450001001000	\$198,900.00 \$141,300.00	\$69,615.00 \$49,455.00	25.567886 40.232473 20.482908	\$9,844.9 \$289.8 \$329.3	\$298.5 \$339.1	\$307.4 \$349.3	53
10051	8300010051	830001004900 830001005100	008300010048 008300010050	310 RACE STREET PARTNERS LLC		203 9 6001 3 WALTHROUGH IT 7,0008  2335 FLORENCE AND CHICKNEST IN 45206  2700 OLG GEORGETOWN NO STI 700 RETHESON MO 20034  7700 OLG GEORGETOWN NO STI 700 RETHESON MO 20034  7700 OLG GEORGETOWN RD STI 700 RETHESON MO 20034	1450001000900 0830001004900 0830001005100	\$0.00 \$0.00	\$26,390.00 \$0.00	20.462908	\$170.2 \$0.0	\$0.0	\$180.5	\$1
10253	8300010253 8300010053	830001025300 830001005300	008300010053	310 RACE STREET PARTNERS LLC 310 RACE STREET PARTNERS LLC	38 W THIRD ST	7700 DLD GEORGETOWN RD STE 700 BETHESOA MD 20814 7700 DLD GEORGETOWN RD STY 700 BETHESDA MD 20814	0830001003300 0830001025300	\$0.00	\$0.00	100000	\$0.0	\$0.0	\$0.0 \$0.0	
10048 10050	8300010048 8300010050	830001004800 830001005000 830001005500		310 RACE STREET PARTNESS LLC 310 RACE STREET PARTNESS LLC	320 AACE ST 312 BACE ST	7700 OLD GEORGETOWN RD STE 700 RETHESDA MD 20834 7700 OLD GEORGETOWN RD STE 700 RETHESDA MD 20834 7700 OLD GEORGETOWN RD STE 700 RETHESDA MD 20834 7700 OLD GEORGETOWN RD STE 700 RETHESDA MD 20834	0830001004800 0830001004800	\$339,320.00 \$272,360.00	\$118,762.00 \$95,326.00	122.72807 109.621973	\$934.7 \$814.0 \$734.6	\$964.8 \$838.4	\$993.7 \$863.5	\$1,/ \$8
10055	8300010055 8300010052	#30001005200		310 RACE STREET PARTNERS LLC	30 W THIRD ST 308 RACE ST		0830001005500	\$298,400,00 \$1,974,710.00 \$168,180.00	\$191,460.30 \$104,440.00	59.554073 30.893778	\$393.0	\$758.9 \$404.8	\$781.6 \$416.9	\$10 \$4
10054	8300010054 14500010283	830001005400 1450001028300	014500010282	310 RACE STREET PARTMERS LLC 312 ELM STREET OWNER LLC	34 W THIRD ST	7700 OLD GEORGETOWN RD STE 700 BETHESIA MO 20814 3001 HACKBERRY RD - RVING TX 750630156 3001 HACKBERRY RD - RVING TX 750630156	0830001005400 1450001028300	\$168,180.00	\$691,148.50 \$38,863.00	29.923586 15.465874	\$1,625.1 \$210.6	\$1,673.9 \$216.9	\$1,724.0 \$223.4	\$1. 52
10285	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	1450001028500	\$385,000.00 \$872,870.00	\$134,750.00	34.9986	\$479.9	\$494.3	\$0.0 \$509.1	\$1 \$80
010282		1450001028200 1450001028100	Control of the last	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	1450001028400 1450001028200	\$672,870.00 \$359,260.00 \$279,840.00	\$235,504.50 \$125,741.00	62.11 32.4579	\$844.0 \$446.7 \$351.4	\$869.3 \$460.1	\$895.3 \$473.9	\$92 \$48 \$38
010280 010297	14500010297	1450001028000 1450001028000 1450001029700	NAME OF TAXABLE PARTY.	312 FLM STREET OWNER LLC	142 W THIRD ST	3001 HACKBERNY RD IRVING TX 750630156 3001 HACKBERNY RD IRVING TX 750630156 3001 HACKBERNY RD IRVING TX 750630156	1450001028100 1450001028000	\$279,840.00 \$233,530.00	\$81,735.50	25.8942 100.2618	\$351.4 \$733.0	\$460.1 \$361.9 \$755.0	\$172.7 \$777.6	\$38 \$80
010272 010273	14500010273	1450001027200 1450001027300		312 ELM STREET OWNER LLC 312 ELM STREET OWNER LLC	308 ELM ST 312 ELM ST 312 ELM ST	DOOR HACKEFEED OF HEIGHT BY TENEDOTES	1450001029700 1450001027200	\$110,220.00 \$38,174,480.00	\$18,577.00 \$12,661,068.00	31.7403 297.0962	\$258.8 \$28.366.5	\$266.6 \$29,217.5	\$274.6 \$30,092.2	\$24 \$30.5
010183	14500010183 14500010456	1450001018300		312 PLUM STREET OWNER LLC 312 W FOURTH HOLDINGS LLC	S12 PLUM ST 312 W FOURTH ST	3001 HACREENT RD (RVING TX 750630156 3001 HACREENT RD (RVING TX 750630156 31711 FRINCETON PIEC STE 341-331 CHONONATION HS246	1450001027300 1450001018300	\$16,990,740.00	\$354,200.00 \$5,946,759.00 \$241,237.50	45.3161 522.091147 52.015933	\$1,000.5	\$1,090.5 \$15.925.8	\$1,061.3 \$16,402.6	\$1,0 \$16.

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O COSPORATE PARK	DECEMBER TANKS	ANGRESS HYCOR	400 First ST WATH ST #5	MOW MICHARD BAYN OF	15 WEST 47H ST UN	400 PIXE ST UNIT	C # 15 THE COP	ANNEAN TOOL	STREAM PER	THE IS DRIVETLY	134 E COURT ST ROM	138 E COURT ST NO	138 E COURT ST 8(0)	ANY INCOMPOSED DES	ANY ANCWHOSES OF	SOUTH ACKNOWN TO	TINGO TELL	S LINCO LIVE STEEL	TTHE EAST COURT ST	S LWOO LSVE STE	3042 RIDOLERS RID	3042 FIDDLERS RICH	SALIVICIA NOT	324 READING A	400 FIG ST UNT	708 WALNUT ST ST	SOUTH ACKNOWN	1 TRANCS CORP.	1 13880% 0089 1 13880% 0089	1 T388CS 0089	MAN WITH LANDS	A 15 HUAN M STE TO SUPPOSED TOS	AND RECOVER TODS	AND RECOVER TODE	ADD PIET ST UNIT	26 E 6 TH ST #2	3001 HACKBERR	26 E 6TH #60	26 E 6TH ST #8	AND STATE OF THE PROPERTY OF T	901 CORPORATE OF	SOUTHWANTED	18 EAST FOURTH ST	744 STATE R	TIAM THE S	MATRICAN TOOL	1206 SPRINGERS	ATT BYON SE ONLY	MATERIAL TOOL	705 CENTRAL A	ALS AS INVASES TAS AS INVASES	205 E BISHTH	22 463 MOUNTAIN	22 463 MOUNTAIN	22 463 MOUNTAIN	222 463 MOUNTAIN	22 463 MOUNTAIN	222 463 MOUNTAIN	22 463 MOUNTAIN	22 453 MOUNTAIN	222 463 MOUNTAIN	B DAST ATH STREET	210 E BIGHTH	417 VINE STUN	MOVOWS 001	MOYONS DOI:	MONORS DOT	MOYONS OOT	MOVOWS OUT
DI STE 220 CINCINNA DI STE 220 CINCINNA	08 STE 229 CWCMAN	NO INVINCTOR ON	DA CINCINNATI OH 20	E CAN BUILDING N	T 415 CINCINNATI O	810 CINCINNATI OH	NO INVINCTATION AS	AD IRVING TX 7508 BD IRVING TX 2508	IT CINCINNATION A	TO CHCHNATION OF	AN 603 CHCHNATI	DM 603 CINCONNATIO	SE TORRANCE CA 90 OM 603 CINCINNATI O	SUIT 355 CINCINNA	NO INVINCTO 7506 SUITE 355 CINCINNA	NO DEVING TX 7506	CHONNATION 41	MEET CHCHNATIO	MEET CINCINNATIO	REET CHICKNATIO	HEET CINCINNATIO	If DR CINCINNATION 45	ND INVING IX 7506	D CINCINNATION &	BOZ CINCINNATII OH 4	E 700 CINCINNATI DI	ND INVINGTX 7506	N CINCINNATION 4	N CINCINNATION A	N CINCINNATION 4	AVE COVINGTON	NUMBER SONONY	NO HAVING TX 7500	AD BRYING TX 7500	STO CANCHARTA OH	OI CINCINNATI OH 4	RD IRVING TX 750	CINCINNATION 45	DECIMONNATION &	NO SWING TX 750	STER DR POMONA	FAD SEVING TX 750	TANADACTOR TOR LINE	28 MILFORD OH 45	CINCINNATION 45	ND INVING TX 750	D PK WYOMNG OH	O LEVINO CHESTO CONTROL CONTRO	ND INVING TX 750	ALC CHCHNATION	1605 CINCINNATI DH	ST CINCINNATION A	MEMBER COLOREST	MEM DIS COLONION	MAN COLORS	NEW DR COLORS	NAM DE COTCHEZA	NEW DR. COLONEST	NAME COTORS	MAN COLORES	MAN COLDINA	NO FLO CINCINNAT	ST CHCHNATION A	202 CINCINNATI ON	ALCONOMINATION OF	AL CINCIANTUDE O	AT CINCINNATION A	A CHCHANGION A	AY CINCINNATION A
TOH 45242	TON 45242	90126	202	14202	H 45202	ES202	95100	95108 95108	2002 2003	45202	H 45202	H 45202	H 45202	ПОН 45255	10156 TON 45255	90105	202	H 45202	H 45202	45202	H 45248	302 H 45248	30126	202	2015 2015	45202	30156	243 243	243	5243	32779	45202	90106	95106	45202	1202	30156	22	1202	90136	202 CA 91768	90156	DH 45202	50	202	95106	45312	45202 45215	96100	5202	45202	S202	R VT 05446	3 VT 05446	R VT 05446	% VT 05446	8 VT 05446	R VT 05446	R VT 05446	3 YT 05446	N VT 05446	20128 HG	5202 5202	45202	5202	2002	2002	5202	2022
0790	0790	ONCO	0690	1450	0830	0840	0440	388	2940	2630	34%	Xat	14%	Set	0770	3460	07%	M400	0790	0790	0760	0760	14%	Aco.	0770	0790	0840	976	0784	026	084	14%	077	977	084	0770	084	077	077	084	084	083	080	345	079	076	169	Ser Control	079	146	977	979	000	083	083	083	083	083	98	963	040	00%	079	083	084	084	980	940	984
001016400	003910000	002043000	0001037800	001032100	001037400	006012800	001034800	001034000	00078701000	001043500	001590000	002043600	000204500	0001028600	0001014300	000000000000000000000000000000000000000	0078101000	0099101000	0001016300	0001016200	0002042500	0001012100	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	0012002300	0001000000	001000100	0006013700	0002015400	0002014900	0002015000	0006017000	0001037500	0095202000	0001035400	0096009000	0002026600	0006007700	0002017500	0001029200	0001040300	0006008400	0001040100	0051031000	0001838100	0002000500	0002044600	0068101000	000100000	0004032600	0006026700	0003014700	0001002390	0001001000	0002120000	0003002300	0003002200	0003002000	0081006000	0091001000	0001001000	0001001000	0002036000	0004006700	0001039200	0001209000	0004023000	0004022800	0004022700	0004006300
\$0.00	\$0.00	\$175,000.00	\$310,000.00	\$443,000.00	\$809,920.00	\$575,940.00	\$405,000.00	00,000,001\$	\$394,070.00	00.000,000,000	\$425,000.00	\$0.00	\$439,000,00	\$304,080.00	\$166,960.00	\$315,000.00	\$396,380.00	\$389,530.00	\$384,210.00	\$42,080.00	\$174,780.00	\$409,120.00	\$273,570.00	\$2,819,560.00	\$311,970.00	00.000 100.00	\$419,280.00	\$216,830.00	\$236,850.00	\$0.00	\$244,160.00	\$150,000,00	\$341,770.00	\$432,000.00	00'000'0655	\$473,960.00	\$396,920.00	\$400,700.00	\$450,160.00	\$254,910.00	\$357,260.00	20.0911,000	\$322,020.00	\$193,540.00	\$1.512,620.00	\$254,000,00	0000051015	5483,300,00	\$234,310.00	\$16,400.00	00.001,1113	\$743,320.00	\$41,901,200,00	\$0.00	\$0.00	50.00	50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$245,000.00	\$333,940.00	\$361,100,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
No.		Service S	The second								ST.	Name and Address of the Owner, where	STREET, STREET				No. of Concession,	State of the last	the located to				Name of the last		Water of the last	Spinster or				The second	THE OWNER WHEN	STREET, ST.	Second Second	The last of the last									The latest lates	The second second							THE REAL PROPERTY.					THE REAL PROPERTY.		California de		Name and Address of	STATE OF THE PERSON SERVICES	Name and Address of the Owner, where		Mary Salam Co.			The second second		
5000	\$0.00	\$111.250.00	\$178,300.00	\$135,050.00	\$283,472.00	\$201,579.00	00.05,71025	\$84,000.00	\$138,624.50	\$77,500.00	\$148,750.00	\$0.00	\$0.00	\$106,428.00	\$34,436.00	\$110,250,000	\$138,658.00	\$116,315.50 00.000,000	\$128,873.50	\$21,728.00	\$41,171.00	\$112,707.00	\$3,546,50	\$993,845.00	\$109,189,50	\$0.00	\$146,748.00	\$75,890.50	\$465,791.50	\$0.00	\$85,456.00	\$107,949.00	\$189,500.00	\$151,700.00	\$208,300.00	\$166,586.00	\$208,922.00	\$192,745.00	\$157,536.00	\$47,118.50	00.05,0415	\$82,288.50	\$112,707.00	\$67,739.00	\$529,417.00	\$93,800,000	\$162,750.00	00.00176915	05 800 785	\$12,740.00	\$41,728.50	\$182,405,50	05 089 911/115	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$239,417.00	\$111,128.00	\$126,343,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		8.09	6.08	149	101	5.82	in i	1.50	141.5	274	80.4	1945	191.4	110	28.5	512	re.	21.5	23.4	23.4	8.00	8.00	604	2442	66.5	115	58.2	10	266.1	200	3.6	2.9	3.6	34.9	3.8	7.33	3.5	12.0	77.	312	312	10.5	8.0	4.4	CIRC	rtt.	rts	rtir 0.9	7.3	107	30.0	170.	6223	STATE STATE	THE PERSON	Name and Address of		manual designation	The same			101	12	2250					
					H										Н		ł			H	H									200	H						Н				H		No.		5.501941		satus	69834 98436		222	30.035229				Total Second	Sale Passage		ALC: NOT THE REAL PROPERTY.	State of the last	THE PERSONS		7.23200	93963	183013					
\$0.0	\$0.0	TITES	\$410.4	\$410.7	\$631.9	\$457.7	\$457.0	\$238.0	11,122.5	\$170.4	\$76373	5.896.2	1,070.6	\$353.9	5283.2	\$2854	54245	0100	\$4052	\$179.2	\$1743	\$288.0	\$14.8	THES	\$604.0	\$0.0	\$3421	\$517.3	\$1,838.0	\$0.0	\$212.5	\$248.4	2022	\$344.0	\$4897	\$3923	\$473.2	\$447.5	\$373.3	670725 C9175	Sans	\$23,0741	\$288.0	\$167.9	CTICTES	\$162.7	\$1,001.5	\$3406	52HJ	\$26.9	\$340.3	\$1.500.5	17965'60	\$0.0	\$0.0	50.0	300	50.0	\$0.0	\$000	50.0	\$224.1	\$246.4	61825	\$0.0	\$0.0	\$0.0	50.0	\$00
5000	500	CTUC\$	\$422.8	11000	5650.8	\$471.5	\$470.7	1,000	\$1,1% 5	\$175.5	2011107	\$912.0	\$1,102.7	\$3643	\$291.7	\$273.0	5105	FILES	\$236.0	97915	\$179.5	\$351.7	FB55	\$1,96.4	1422.1	\$0.0	23523	\$502.6	\$1,801.2	\$0.0	219.2	\$255.9	SHEE	\$154.3	2457	\$404.1	\$467.4	\$460.9	\$219.2	\$222.8	\$4923	\$25,826.3	\$296.7	\$173.0	\$2,195.2	\$270.5	\$1,0074	5396.2	\$230.5	\$27.5	\$150.5	#20KTS	\$40,771.7	500	50.0	5000	\$0.0	50.0	\$0.0	\$0.0	50.0	\$2,181.75 F 00.025	\$293.4	\$290.4	\$0.0	500	\$0.0	50.0	\$0.0
\$0.0	\$0.0	5341.7	\$435.4	\$435.7	\$6703	\$485.6	3484	5252.5	\$1,191.2	9.0915	\$809.7	10965	\$1,145.5	\$375.5	1001	\$2812	\$453.8	3.885.6	6805	10615	67815	\$368.4	10515	\$3,67\$.2	\$640.7	000	\$362.9	\$548.8	\$1,949.8	\$0.0	\$225.7	\$263.5	5352	\$351.0	\$496.6	\$2572	\$302.0	\$474.7	\$396.0	5229.5	\$470.9	\$26,599.4	\$192.4	28475	\$2,260.9	\$378.6	recris	\$1775	52722	\$28.5	\$3610	\$1,594.1	21867145	\$0.0	\$0.0	50.0	\$0.0	50.0	\$0.0	900	500	\$2,256.8	\$791.8	\$299.2	\$0.0	\$0.0	\$0.0	\$0.0	500
\$0.0	50.0	1008	100			11	54004	9.1	100	2364.4	CALTES	5968.4	\$1,180.0	8.9903	\$109.4	\$3143	54654	5400	\$40.4	\$195.0	\$190.4	\$334.7	\$1825	\$3,785.9	\$4400	5000	\$1773.8	59653	\$2,008.6	\$0.0	5212.5	5275	\$405.6	\$375.9	\$511.5	\$428.7	\$517.1	\$489.0	\$407.5	528.4	5485.1	\$27,400.4	\$198.2	\$100.00	\$2,329.0	0.0005	COSTIS	\$590.8	\$234.0	\$29.4	\$371.9	\$1,619.0	\$43,256.7	500	50.0	500	\$0.0	\$0.0	500	900	500	52413	95185	\$31,450.3	\$0.0	50.0	50.0	\$0.0	50.0

008400050080 008400050080	008400050083	008400030083	008400050086	008400050083	000400050090	008400050082	008400050278	610090009800	008400080042	008400080050	014500010436	014500020295	014500020300	014500020412	014500020419	014500000420	014500020422	014500020428	014500020429	014500020431	014500020432			008400020047	014500020124	000000000000000000000000000000000000000	014300020287	014500020380	014500020286	014500020254	007800010107	0078000010138	007800000000	007800010126	0076-00020363	007600020281	007900040300	007700020255	008100070052 008100070056	008300070081	000000000000000000000000000000000000000	007400020219	007600020217	007600020197	007900020015	014600060121	014600060766	008300030325	008400060078	994000001000	007700010085	007700010195	008400060126	009400060145	007900010066	014500010291	014500010282	007900010045	0026000010291	007600010292	007600010120	007600010333	007600010134	007400010114	014500010406	014500020413	007700010085	911090009400	007600020361	1600900009900	004100010141	014500010342	007600020448	008300070066	008400006233	008300010963	007900030161	007900000169
8400050081 8400050080 8400050079	8400050083	8400050083	8400050086	8400050088 8400050087	\$400050090	8400050092	8400050275	8400060000	8400060042	14500010433	14500010436	14500020295	14500020300	14500020412	14500000419	14500020421	14500020422	14500020428	14500020429	14500020431	14500020432	145000104500	780001006703	5400020047	14500020124	7600020109	14500020287	14500020380	14500020286	14500020284	7800010107	7800010128	78000010127	7800010126	76000000362	1820200094	7900040300	7700020255	8300070062	130000001	7600020220	7600020223	7600020217	7600020197	7900020015	14600060121	3300010415 14600060266	8300010325	8400080078	8300010348	7700010095	7700010195 8400060062	8400060126	8400060145	7900010066	14500010291	14500010292	7900010445	7600000000	7600010292	7600010320	7600010333	7600010334	7600010336	1450000044	14500020433	7700010085	8400060138	7600020361	14500010390	A300010343	14500010342	7600020448	8300070066	8300010367	190000019	7900030163	7900030169
\$40005000500 \$4000500500000	840005008300	840005008500	\$4000500\$400	840000008800 840000008700	CONTRACTOR	840003009200	\$4000(027800	840006002000	\$40000004200	3490001043300	1450001043600	1450001029500	1410002010000	1450002041200	1450000041900	1450000042100	1450002042200	1450002042800	1450002042900	14500002043100	1450000041300	1450001045000	7800010087030	8400000000000	1450002012400	760020202000	1450001028700	1450002034000	145000202860	1450002028400	780001010700	780001012600	780001011700	780001012600	760002036200	760002028300	790004030000	770002025500	830007005400	830007008100	240002022000	206120200094	760002011700	760002019700	790002002500	146000601210	OPIZOSOOSINI SOCIPOTOSOES	#30001034400	840006007800	83000103460	77000100950	3700001019300 840006006200	840000012600	840000014500	79000100860	143000102910	145000102820	750000004450	760001029100	760001029200	760001012000	260000000000000000000000000000000000000	760001033400	760001033300	143000104040	145000204330	77000100450	840006013800	76000203610	145000103900	8,000003430	145000103420	76000700650	#1000100040	83000103670 84000601130	83000103430	79000303630	79000301490
008400050035	008400030035	008400050083				008400050035	Name and Address of the Owner, where	008400060019				THE PERSON NAMED IN			9	Name of Street, or other Designation of the last of th						0	a o					014500020287	014500020283	014500020283					STATE OF THE PARTY						0076/00020196	00760002236	96102009400	007600020196		0	0 014600060121				8					0	0 014500010291	99000000000					The same of the sa	007600010134	0.4				2	0.8					0 0		o outpoodsta	0 007900030163
CINCINNATI CITY OF CINCINNATI CITY OF	CINCANATI CITY OF	CINCHINATI CITY OF	CINCANATI CITY OF	CINCINNATI CITY OF	CINCINNATI CITY OF	CINCINNATI CITY OF	CHCHNATICITY OF	CINCANATI CITY OF	CINCANATI CITA OF	CINCINNATI CITY OF	CINCHNATI CITY OF	CINCINNATI CITY OF	CINCANATI OTY OF	CNCNNATIOTY OF	CINCINNATI CITY OF	CNCMMATI CITY OF	CHCMMATI CITY OF	CINCHNATI CITY OF	CINCINNATI CITY OF	CINCHNATI CITY OF	CINCHNATICITOR	CHCHANTI CITY OF	CINCINIATI CITY OF	CINCINNATICED HOLDINGS LLC	CINCINNATI BELL TELEPHONE COMPANY LLC	CINCINNATI BAR ASSOCIATION THE	CINCONNATI ATMILTTIC CLUB	CHICHMATI ATHLETIC CLUB	CINCHINATI ATHLETIC CLUB	CWCHNATI ATHLETIC CLUS	CINCHINATI ASSOCIATION	CONCRIGATI MO RESIDENTIAL DEVELOPAÇINT LLC	CHUNNAL SECONDRIGHT DESIGNATION SECURIOR SECURIO	CINCHNATI SHO COMMERCIAL DEVELOPMENT LLC	CHICHMAN SID COMMISSION DIVISIONAL LLC	CHI DINGYAN	OWN THEN	CHAMBLES MICHAEL & SALLY	CH BANKS COMMERCIAL ACQUISITION LLC OH BANKS COMMERCIAL ACQUISITION LLC	OTH NOLISTICAL PROSENING SANVERO	CENTRAL PARKWAY PROPERTIES LLC	CENTRAL PARKWAY PROPERTIES LLC	CENTRAL PASSWAY PROPERTY.	CINTRAL PARKWAY PROPERTIES LLC	ENTRAL CLIN	CENTENNIAL PLAZA I INVESTMENT LLC	UNION CENTS	CAVENCES TRACY RUTLEDGE CAVENCES TRACY R	CAVE JOHN D & PEGGY TUCKER CAVE	CASON DAPE B	CASCEY LIAMES II	CARTY JAMES 8	CARROLL JAMES J. &. MARIE GEMELLI CARROLL JAMES J. MARIE G	CARRIE OND IIC	CARET OHO III	CAMERICANO	CYRETT DHO TIC	CARPARELLA GARRIELE II	CAPPE REALTY CO	CAPPEL REALTY CO	CAPPEL REALTY CO	CONCONSTANTING	CAPCO REAL ESTATE LLC	CAPCO SAL ESTABLIC	CAMBIEL WAS BEING BEAVET TO BEAVET	CI CINCINIATI 7TH STREET LLC	CHANGE AND COME OF THE COME OF	FNRMAZIS BETUNE	BUSSA BRYANT E & SARAT STACY	BURRELL ZACH & ALIESON RAE BURRELLI	BURNETT ERIC THOMAS	BURGOYNE DIRK E & AMY L	BUCKEYE AUNCH AND THE THE BUCKEYE BOWDER FLANDERS OF THE	STITAMENOS SNOWEN SAMOS BARDING	SOOR HARVES SAMAS SOORS	BROWN GARRETT	BROADWAY BLOG INVESTORS	BROADWAY BLDG INVESTORS
NUTUR ST	PEARL ST.	BUTLERST	BAJTER 21	MARKET STATES	MANUST STANDARD STAND		LS OWNER 3	25 NETUCIO ECP.	S TANANO	TS HUNDLE W	IS TOWN FOR	IS HIDGS AN PET	601 - 803 RACE ST	LS HUNS M	AS NAME AN	15 NUSH W	15 HANGAN M (III	PLUM ST	IS HINGAR W	M SOCH ST	A SOLUTE ST	DE HELINA PA	GANOST	122 E FOLKSTH ST	25 HUNDAN M 60¢	22 S CONTRACT PROMY	To Cultivistic GOT	a Carling Itt			15 LINTWA 009	380 WALNUT ST	LS LINTRA OPS	LS LINNYM ONS	15 COUNT ST	THE FOUNTIES IN	720 MAIN ST	637 WALNUT ST	AM WOGSES M T	THE SECOND ST					ANG SACWOOSE SL	YOS CENTRAL AVE	14 HORDIN ST	IS MINOR WIT	15 Zind 00t	15 W FOURTH ST	121 W AND ST	400 PIOE ST	33 E COURT ST	624 MAIN ST	AS NOW BOW IS	15 ORDH M WOT		SWINIS	218 RICHMOND ST 216 RICHMOND ST	23 ONCHANGE ST	224 UM 57	913 RACE ST	LS 20Y8	The state of the s	JS HUNDOM NIST	229 W STRAINS W 655	#19-#20 ELM ST	400 PRE ST	18 COURT ST	353 W FOURTH ST	TS HIROR M ST	33 W FIFTH ST	AS SHOWN WICH GLI	AS SWIND WEST LET	IS WINDOWS	15 HUNDON ST	824 BEOJOWAY	
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\$0.0	\$3500	CIGIS	\$137.0	\$140.8	\$164.4	\$796.4	\$109.9	30.0	\$1,683.0	50.0	\$4,486.2	Soo	50.0	\$0.0	500	50,0	F11665	50.0	\$0.0	30.0	\$29,587.7	\$1,100.5	#115 CHCC	\$986.0	\$3,369.0	\$7,446.4	\$2,381.4	50.0	50.0	\$0.0	\$10,177.4	\$41,630.0	\$9,801.7	\$4,960.4	\$226.9	\$294.7	\$255.3	\$308.0	\$1,100	64675	\$0.0	\$0.0	500	2002	\$0.0	\$5.650	\$11,451.0	5324.3	1200	900	\$249.8	\$377.2	\$253.4	54545	\$1,142.5	\$2,091.4	50.0	5437.6	\$150.0	\$723.9	\$1,166.7	\$989.5	0.00	\$0.0	\$275.5	\$724.2	5399.4	91915	\$325.0	\$238.1	\$267.1	\$3352	\$4,270.9	5219.2	\$292.9	\$12,548,4	\$0.0	500
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008100070305	008300070303	2010/2000/900	008300070300	008300070298	008300070297	008300070293	008300070289	008300070283	008100070277	008300070272	0043000070270	*970,0001800	008300070286	008300070264	008300070263	008300070262	008300070260	008300070258	008300070257	008300070155	008300070254	008300070252	008300070250	008300070249	008300070147	008300070145 441070007800	008300070244	008300070242	CALCOCOCACO	008300070238	008300070237	004300070215	008100070211	008300070232	008300070239	008300070228	008300070225	008300070224	008300070223	008300070221	008300070219	008300070218	0083000070236	008300070214	008300070212	008300070210	008300070209	004300070207	008300070205	008300070208	004300070202	008300070200	004300070194	008300070197	008300070194	008300070192	008300070191	008300070189	008100070187	000000000000000000000000000000000000000	004300070183	000000070141 1410700008000	008300070178	008/00070177	008300070175	008300070174	008300070172	008100070170	008300070168	008300070167	008300070165	008300070183	008300070161	008300070159	008300070157
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CURRENT ACQUISITION LLC	CURRENT ACQUISTION LLC	CURRENT ACQUISITION LLC	CLANDIT ACQUISITION LLC	CHRISTIA ACQUISITION THE	COMMENT ACCURATION LICE	CURRENT ACQUISTION LLC	CURRENT ACQUISTION LLC	CHINERA WCGRIGHDON TIC	CURRENT ACQUISITION LLC	CLINNIN ACQUISTION I IC	TH NOLISTON TAXABLED STREET	CUMBNY ACQUISITION LLC	CURRENT ACQUISITION LLC	CLARIENT ACQUISITION LLC	CUMBENT ACQUISITION LLC	CTRREAT PCOTAGON TO TO THE POST OF THE POS	CURRENT ACQUISITION LLC	CURRENT ACQUISTION LLC	CURRENT ACQUISITION LLC	CURRENT ACQUISITION LLC	CONSTRUCTOR OF THE CONTRACT OF	CURRENT ACQUISTION LLC	CHREAT ACCUSTONIC	CURRENT ACQUISITION LLC	CLUBRINT ACQUISITION LLC	CHRISTIA COURTING THE COURT AND	CURRENT ACQUISTION LLC	CURRENT ACQUISITION LLC	CURRENT ACQUISITION LCC	CURRENT ACQUISITION LLC	CONSTRUCTOR CONTRACTOR	CURRINT ACQUISITION LLC	CHARGE ACCURATION ITC	DISSENT ACCUSTOM TO CONTRACTO	CONNECAL MCCORRACO (TCC	CONSTRUCTION TO	CLUBRANT ACQUISTION LLC	CLIRRENT ACQUISITION LLC	CONSTRUCTOR TO CONSTRUCT OF CONSTRUCT	CLINERY ACQUISTION LLC	211 NOUMENT OF LABORITO OF LAB	CHRISTIA ACQUISITION LLC	COMPANY ACCURATION CITY	CURRENT ACQUISITION LLC	CHRISTIA ACQUISTION LLC	CURRENT ACQUISITION LLC	CHRISTIA ACQUISITION LLC	CUMMENT ACQUISITION LLC	CHRISTIA WOUSEUP TO THE COLUMN TH	CONSTANT WOLDSTON LTC	CLANINI ACQUISITION LLC	CURRENT ACQUISITION LLC	CHRIST ACQUISTION LCC	CHRISIA WORKSHOW TTC	CLIRRENT ACQUISITION LLC	CHRISTIAL WOLDSTON ITC	CURRENT ACQUISITION LLC	CONSTRUCTOR ACCOUNTS ON THE	CHERCH ACQUISITION LLC	CURRENT ACQUISITION LLC	CURRENT ACQUISITION LCC	CTRREAL WOLLSHOW TTC	CURRENT ACQUISITION LLC	CONSENT ACQUISITION LLC	CURRENT ACQUISITION LLC	CURRENT ACQUISITION LLC	CHERRY ACQUISITION LLC	CHARRY ACQUISITION LLC	CURRENT ACQUISITION LLC	CONTRACTOR ACTIVITIES OF THE CONTRACTOR ACTIV	Charled Wolfschool Internation	CURRENT ACQUISITION LCC	CURRENT ACQUISITION LLC	CURRENT ACQUISITION LLC	CURRENT ACQUISITION LLC
FREEDOM WAY	AWM, WOGGERS	PACEDOM WAY	FREDOM WAY	AWW WOOTHE	PREEDOM WAY	FREEDOM WAY	FREEDOM WAY	AVM WOOZEN	FREEDOM WAY	FREEDOM WAY	PREEDOM WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	AVM WOGERS	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	AVM WOGERS	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	PREEDOW WAY	SREEDOM WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	FEEDOM WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	PREEDOM WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	REEDOM WAY	FREEDOM WAY	PREEDOM WAY	FREEDOM WAY	REEDOM WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	PRESON WAY	FIGEDOM WAY	FREEDOM WAY	FREEDOM WAY	FRITTON WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	HELDOW WAY	PRECOUNTARY	AND PROCESSES	FACEDOM WAY	FREEDOM WAY	PREEDOM WAY	PREEDOM WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	FREEDOM WAY	AWA WOOTING	SELECTION WAY	AWM WOODS	PREEDOM WAY	AWA WOOTHE	FREEDOM WAY
6440 INVESSOE DR STE SOO DUBLIN OH 43017	6640 NIVERSIDE DR STE SOO DUBLIN OH 43017	6640 MINERSOE DRISTE SOO DUBLIN ON 43017	6440 INVESTIGATION OF STE SCO DUBLIN OH 43017	6440 BIVERSIDE DIS STE SOO DUBLIN DIN 43017	6640 NAMERADE DIS STE SOO DUBLIN ON 43017	6640 JUVERSIDE DRI STE SOO DUBLIN OH 43017	6640 RIVERSIDE DRISTE SOD DUBLIN OH 43017	6440 MANAGOR DIS SEE SOO DUSIN OH 43017	6640 MYERSIDE DR STE SOD DUBLIN OH 43017	6640 INVENDED DR STE SOO DUBLIN ON 41017	6640 MINERSOE DR STE SOO DUBLIN OH 43017	6440 WARRESON DRIVER SON DUBLIN OH 43017	CTOTA HO NUMBER OF STE NO BOSTANIA CHARLA	6640 RAVENDE DR STE SOD DURLIN OH 43017	6440 ANYESINE DR STE SOO DUBLIN OH 45017	6440 RIVERSIDE DR STE SOO DUBLIN OH 43017	6640 NIVERSIDE DR STE SOO DUBLIN ON 43017	6640 RIVERSIDE DR STE SOO DUBLIN OH 43017	6640 RIVERSIDE DR STE 500 DUBLIN DH 43017	6440 RIVERSIDE DR STE SOO DUBLIN OH 43017	210f9 HO NITBING COS 215 NG 340f8/ARANG 6999	6440 NAVERSIDE DIE SIE SOO DUBLIN ON 43017	66-40 RIVERSIDE DR STE SOO DUBLIN OH 43017	6640 RIVERSIDE DR STE 500 DUBLIN DR 43037	8640 RIVERSIDE DA STE 300	6440 RIVERSIDE DR STE SOO DUBLIN OH 43017	6640 RIVERSIDE DR STE SOO DUBLIN OH 43017 6640 RIVERSIDE DR STE SOO DUBLIN OH 43017	MANUSTRACTOR ON STE SOO CONTAN ON 43017	6440 KIVERSIDE DR STE SOO DUSLIN DH 43017	6640 INVESSOR DR STE SOO DUBLIN OH 43017	6640 NVENDED DR STE 500 DUBLIN OH 43017	6640 INVENDE DR STE SOO DUBLIN OH 43017	64-60 BINDESCRI DR STE SOO DUBLIN ON 43017	6640 HAVENOR DR STE SOO DUBLIN OH 43037	6440 RWERSICE OR STE 500 DUBLIN OH 43017	6640 MARKING DRISTE SOO DUBLIN OH 43017	6440 MARRIOTE DR STE SOO DUBLIN OH 43017	6440 BIVERSON DR STE SOO DUBLIN ON 43017	6640 RIVERSOE DR STE SOO DUBLIN OH 43017	6640 ANYENSION DRS STE SOO DUBLIN OH 43017	6440 BANESOCE DR STE SOO DUBLIN OH 40017	6640 RIVERSON DR STE SOO DUBLIN OH 43017	64-0 RIVERSIDE DE STE SOO DUBLIN ON 43017	64-40 WINESON DIE SOO DUBLIN OH 43017	MAAD RIVERSIDE DE STE SOO DUBLIN OH ASDIT	6640 REVERSION DR STE SOO DUBLEN ON 41017	6640 RIVERSOE DR STE 500 DUBLIN DH 43017	6440 BINERSOE DR STE SOO DUBLIN OH 43017	6440 RIVERSOE DIS STE SOO DUSUN CHA STOLE	6640 RIVERSIDE DR STE SOD DUBLIN DH 43017 6640 RIVERSIDE DR STE SOD DUBLIN DH 43017	64-0 BIVERSOE DRISTE SOO DUBLIN OH 43017	6440 NAVERSON DIE STE 500 DUBLIN OH 43017	8440 RIVERSON DR STE SOO DUBLIN OH 43017	6440 INVENSION OR STE SOO DUBLIN ON 43017	6440 RIVERSON DR STE SOO DUBLIN OH 43017	6640 RIVERSIDE DR STE SOO DUBLIN OH 43017	6640 RIVERSIDE DR STE SOD DUBLIN DH 43017 6640 RIVERSIDE DR STE SOD DUBLIN DH 43017	6640 RIVERSIDE DR STE SOD DUBLIN OH 43017 6640 RIVERSIDE DR STE SOD DUBLIN OH 43017	6640 RIVERSIDE DIE STE SKO DUBLIN DIE 45017	6640 BAYERSON ON STE SOO DUBLIN OH 43012	6640 BIVENDEDE DISTE SOO DUBLIN ON 43017	6640 RIVERSIDE DR STE SOO DUBLIN OH 43017	6640 RIVERSIDE DR STE 500 DUBLIN OH 43017 6640 RIVERSIDE DR STE 500 DUBLIN OH 43017	6440 RIVERSITE ON STE SOO DURING ON ASSOT	6640 RIVERSOE DR STE 500 DUBLIN OH 43017	6440 RIVERSIDE DR STE SOO DUBLIN OH 43017 6440 RIVERSIDE DR STE SOO DUBLIN OH 43017	1994 HAVEN BOX 215 NO DOUBLING ON 43027	6440 RIVERSIDE DR STE SOO DUBLIN OH 43017	66-60 REVENUES DR STE 500 DUBLIN OH 43017	6640 REVENSION ON STE SOO DUBLIN OH 43017 6640 REVENSION ON STE SOO DUBLIN OH 43017	COOK HO WINDS ON 125 NO DOSNING WAY AND A STATE OF WAY A STATE OF	BEEN MANAGED ON SIE SOO DURING OH 43/017	6440 MARKSON DR STE SOO DUBLIN OH 43027	6640 RWINSON DR STE SOO DUBLIN OH 47037 6640 RWINSON DR STE SOO DUBLIN OH 47037	6640 WATERDE DE STE SOD DUBLIN OH 43017 6640 WATERDE DE STE SOD DUBLIN OH 43017
OK30007030500 \$2	0830007030300 \$3 0810007030400 \$3	0830007030200 53	0830007030000 53	08300070729800 \$2	0830007029000 \$3	0830007029300 \$2	0810007025900 S2	0830007027900 52	08300077077700 \$1	0830007027100 \$3	0830007024900 52	ts powertostoocan	0830007038600 \$2	0830007023-600 \$2	08300070318300 53	55 001920,000180	08300007026000 \$2	0830007025800 \$2	0830007025700 53	0830007023500 \$1	0830007025400 53	0830007083000 \$3	0830007025000 \$2	0830007024800 53	0830007024700 \$1	0830007024500 53	0830007024500 \$1	0830007024200	0830007024000 \$1	0830007023800 \$3	0830007023600 \$1	3830007033500 \$1	0830007023300 \$1	15 001120,000000	0830007022900 SI	08300070221000 \$1	0830007022600 \$	0830007022400 \$3	0830007022200 \$1	083000000000000000000000000000000000000	0830007021900 55	0830007021700 S	0830007021300	0830007011400 \$	55,0007021200	0830007021100 \$1	0830007020800 \$: 0830007020800 \$:	0830007020700 \$	0830007070500 S	0830007020400 S	\$ 000000000000000000000000000000000000	\$ 0000000000000000000000000000000000000	0830007019800	0830007039600 \$5	0830007039400 5	0830007019300 \$	08300070191000 5	5 0000000000000000000000000000000000000	\$ 00.810,000.90 \$ 000410,000.90	5 000970,000080	S coestacooeso	2 0019102000180 1 0019102000180	\$ 006410,000090 \$ 008410,000080	083000070177000 S	\$ 005710700080	0830007017300 \$	5 000717000000	\$ 0007107000580	5 008910,0000,400 15 008910,0000,400	\$ 000/910/000190	5 005910,000(90	\$ 000400,000000	\$ 0003000000	\$ 000910/000080	0870007015700 \$
594	115	FF	HS Nec	1	15 E	9	E SE	198	\$240,017.81 \$34,178.14	EE	100	***	145	E SE	200	MS MS	HS	4	514.5	148	H	¥ }	¥	£ £	145	1	544	584	ž	594	100	22					(40,937.83) \$64,328.24	140,937.83 \$34,328.24	(40,937.83) \$54,328.24 (40,937.83) \$54,328.24	40,937.83 SA4,328.34						September 1		\$84,038	594,328	SALIZE	SHARE	54.22	\$4438	22	54,334	\$84,328	RECYES	\$4,324	2 2	2 2	12	SAAR	\$64,328	A3 544,328	A3 554,328	A) 584,328 A) 584,328	A) \$84,324	SA4,128	TI 284,121	NECTOR OF	N) 544,016	SHADE	594,554	\$240,937.83 \$84,328.24 \$240,937.83 \$84,328.24	35 SA4,328
12611 51849	12611 51849	12611 \$1849	11521	12611 5184.9	12611 51849	13611 \$1849	12611 51649	12611 51849	12611 5184.9	1.2611 \$164.0	12611 51849	12611 3164.9	12811 \$184.9	13611 51849	1.2611 5184.9	12611 \$184.9	12611 \$184.9	12611 51849	12611 51849	12511 51849	12611 \$184.9	12611 5184.9	12611 \$194.9	12611 51849	12611 \$184.9	12611 \$1849	12611 \$184.9	12611 51849	12511 \$184.9	12611 \$184.9	12611 \$164.9	12611 5184.9	12611 \$1643	12611 \$184.5	12611 \$184.9	12611 51849	12611 51849	12611 51849	12611 51849	12611 51849	13611 1361	12811 11811	1,2611 5184.9	12611 51849	12811 11821	12611 5184.9	1.2611 \$184.9 1.2611 \$184.9	12611 5184.9	12511 5184.9	12611 \$184.9	12611 51843	12811 13814 13814	12811 51849	12611 5184.9	12611 51849	1.7611 \$184.9	12611 51849	1.2611 \$184.9	12611 51849	12611 2161	12611 53849	12611 5164.9	12611 51849	12611 5164.9	1.2611 \$194.9	12611 51849	12611 5184.9	12611 51449	FPH 5 H9C1	6 1987 11927 6 19875 11921	12611 51649			12611 \$1849	
	STATE AND					Same Section	THE PERSON	Street Street	5190.5 \$196.2 5196.2						\$190.5 \$196.2	\$190.5 \$196.2	\$190.5 \$196.2	\$190.5 \$196.2	\$190.5 \$196.2	\$190.5 \$194.2	\$190.5 \$196.2	\$1903 \$1962	\$190.5 \$196.2	\$190.5 \$190.5 \$194.2	\$190.5 \$190.2	5190.5 \$196.2	\$190.5 \$196.2 \$190.5 \$196.2			No. of Persons					\$190.5 \$196.2 \$190.5		Service Services	1			\$190.5 \$196.2	\$190.5 \$194.2 \$190.5 \$194.2	\$190.5 \$194.2	\$1905 \$196.2	\$190.5 \$196.2	\$190.5 \$194.2 \$190.5 \$194.2	\$190.5 \$196.2 \$190.5 \$196.2	\$190.5 \$196.2	\$190.5 \$186.2 \$190.5 \$186.2	\$190.5 \$196.2	\$190.5 \$194.2	\$190.5 \$194.2 \$190.5 \$194.2	\$190.5	51905 5194.2	\$190.5 \$196.3	\$1905 \$196.2	\$190.5 \$196.2 \$190.5 \$196.2	\$1905 \$196.2	\$190.5 \$196.2 \$190.5 \$196.2	\$190.5 \$190.5 \$194.2	\$180.5 \$184.2	\$190.5 \$196.2 6190.6 \$196.2	\$190.5 \$196.2	7 51905 51967 7 51905	\$190.5 \$196.2	\$190.5 \$194.2	\$190.5 \$196.2	\$190.5 \$196.2	\$190.5 \$194.2 \$190.5 \$194.2	\$190.5 \$196.2	\$190.5 \$196.2	State	STATE STATE	\$190.5 \$194.2	
\$202.1	1,000	1 4045	5202.1	\$202.1	1 2023	5202.1	1.0025	\$202.1	17023	5202.1	1.2023	17075	17005	1,000	1,000	1,005	\$202.1	\$202.1	\$202.1	\$202.1	\$202.1	\$202.1	2202.1	1,005	5202.1	\$202.1	\$202.1	\$202.1	\$202.1	1.005	17015	17023	17005	1201	17025	\$202.1	\$202.1	17005	170015	1.0015	1,0015	1,007	17005	\$202.1	1.2055	\$202.1	\$202.1	\$202.1	1.0075	17005	17027	17005	1007	1.2023	\$202.1	\$202.1	12023	1,2027	1.0015	17007	\$202.1	5702.1	17825	12023	\$202.1	\$202.3	\$202.1	1,1011	1 0005	12013	52023	12023	\$202.1	\$202.1	\$202.1

5202.1	£1007	\$202.1	\$202.1	\$202.1	\$2023	\$202.1	\$202.1	\$202.1	5207.1	\$202.1	\$202.1	\$202.1	\$2023	1,002	\$202.1	\$202.1	\$202.1	\$202.1	\$202.1	\$202.1	5021	2,002	\$202.1	\$202.1	\$202.1	12003	\$202.1	1,0023	\$202.1	\$202.1	\$202.1	\$202.1	\$202.1	5,002	52023	\$202.1	\$202.1	\$202.1	\$202.1	\$202.1	12027	\$202.3	\$202.1	\$202.1	\$202.1	5458.0	5885	\$1.481.8 \$1.481.8	\$332.6	5041.8	\$775.2	5486.4	\$471.5	\$000	\$357.9	\$127.9	\$1,014.2	500	\$302.6	53583	\$2129	005	000	200	500	000	000
\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	5196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	5196.2	5196.2	\$196.2	\$196.2	\$196.2	\$196.2	\$196.2	5186.2 5186.2	5196.2	\$196.2	\$196.2	5196.2	\$296.2	\$186.2	\$196.2	\$196.2	5196.2	51842	5439.7	58365	\$1,434.5	\$203	5423.1	\$752.6	\$274.7	\$453.7	\$ 200	\$347.4 \$588.8	\$124.1	\$943	500	\$487.9	\$3118.7	\$206.7	50.0	000	000	800	0005	0005
\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$196.5	\$190.5	\$190.5	\$190.5	\$1903	\$190.5	\$190.5	\$190.5	\$190.5	\$19613	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$180.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$190.5	\$1905	\$1963	\$426.9	5838.0	\$1,394.7	\$303	\$504.9	\$730.7	\$467.9	5445	\$0.0	\$337.3	\$120.5	\$335.9	5008	5471.8	\$309.4	\$2007	200	200	200	800	000	\$00
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ENTAGED OF STATE OF S	1111000000 100000000000000000000000000	511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000 511.46.000	580,71000 590,71	00 111300000000000000000000000000000000	1945   1945
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COMMING COMMIN	117,3666) 170,7667 44,13620 171,36646 171,3664	210.045% 4.00009 4.00009 10.08033 10.08033 10.08033 10.08033 10.08033 10.0813 10.081 10.0813 10.0813 10.0813 10.0813 10.0813 10.0813 10.0813 10.081	444,00008 521120 6.00852 6.00852 6.00852 11.00013 11.00013 11.00013 11.00013 11.00013 11.00013	107 084533 107120 10712	90 1981 90 1981 180 07840 141
911.1.3 911.1.	200 200 200 200 200 200 200 200 200 200	\$1,002.3 \$1,002.3 \$266.5 \$266.5 \$166.1 \$166.1 \$166.1 \$100.6 \$100.	500.00 50	1000 1000 1000 1000 1000 1000 1000 100	2000 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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110000 100000 100000 100000 100000 10000 10000 10000 10000 1000	51,1912 50,0 50,0 50,0 50,0 50,0 51,144 51,1761 5	53.76.0 53.76.0 53.76.0 53.76.0 53.76.3 53.76.3 53.76.3 53.76.3 54.76.	88073 84111	1944 - 19	1000 1000 1000 1000 1000 1000 1000 100
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7700020336	7700020336	770002011900 770002033600	007700020334	HIG PEARL PROVIDENT LLC CINCINNATI CITY OF	GANO ST	3001 HACKBERRY RD IRVING TX 750630156 ATTN REAL ESTATE-THIRD PA R01 PLUM ST RM #122 CINCINNATI CHI 45202	0770002011900	\$101,520.00	\$15,512.00	9.316157	\$127.0	\$130.8	\$134.8	\$138.8
7700020260 7600020146 7600020147	7700020250 7600020146	770002026000 760002014600	007600020145	HILL BRIAN P HISTORIC LIMITED LIABILITY COMPANY	637 WALNUT ST	637 WALNUT ST #6 CINCINNATI OH 45202	0770002026000 0760002014600	\$705,270.00	\$246,844.50 50.00	9.608092	\$574.4	\$591.6	\$609.3	\$627.7
7600020143	7600020147 7600020143	760002014700 760002014300	007600020145	HISTORIC LIMITED LIABILITY COMPANY HISTORIC LIMITED LIABILITY COMPANY	924 RACE ST	2575 QUEEN CITY AVE ONCONNATI OH 45238 2575 QUEEN CITY AVE ONCONNATI OH 45238	0760002014700	\$0.00	\$0.00	1611611	50.0	\$0.0	\$0.0	\$0.0
7600020145 7600020144	7600020145 7600020144	760002014500 760002014400		HISTORIC LIMITED LIABILITY COMPANY HISTORIC LIMITED LIABILITY COMPANY	920 RACE ST 922 RACE ST COURT ST	2575 QUEEN CITY AVE CONCINNATION 45238 2575 QUEEN CITY AVE CINCINNATION 45238 F O BOX 15805 CINCINNATION 45239	0760002014500 0760002014400	\$610,640.00 \$161.250.00	\$213,731.00 556,437.50	155.212622 117.291371 42.632651	\$1,106.6	\$1,005.7 \$1,139.8	\$1,035.8	\$1,209.3
7600020459 7600020418	7600020459 7600020418	760002043900 760002041800		HIM REALTY CORP HIM REALTY CORP	COURT ST 39 E COURT ST		0760002045900	\$519,970.00	\$181,989.50	184 568400	\$1,415.8	\$1,458.3	\$1,501.9	\$1,547.2
7600020419 7600020420 7600020421	7600020419 7600020420	760002041900 760002042000	Designation of the last of the	HIM REALTY CORP HIM REALTY CORP	39 € COURT ST 38 € COURT ST 39 € COURT ST	P 0 BOX 19805 CINCINNATI OH 45219	0760002041900 0760002042000	\$374,480.00 \$349,370.00	\$131,068.00	36.913682 36.913682 36.913682	\$482.8	\$497.3 \$497.2	\$512.2	\$527.6
7700010191	7600020421 7700010191	760002042100 770001019100		HOP REALTY CORP HOST KENNETH J	39 E COURT ST 223 W NINTH ST	P 0 BOX 19805 CINCINATI OH 45219 P 0 BOX 19805 CINCINATI OH 45218 221 W NINTH ST 96 CINCINATI OH 45202	0760002042100	\$289,340.00	\$105,269.00	36.913682	\$420.0	\$432.6	\$445.5	\$459.0
4500020427 8400060099	14500010427 8400060099	1450001042700 840006009900		HOLLENBECK MARTIN F TR & TINA R HOLLENBECK TR HOLLICAY DAVID G	304 MCFARLAND ST	7809 CONCORD HELS LN CINCINNATI OH 45243 400 PM ST BUTTE # 221 CINCINNATI OH 45202 801 CONFORMER ESHTER DE "PONCONA CH 82754	1450001042700	\$273,570.00	\$95,749.50	5.047128 5.047122	5215.8	\$242.8 \$363.6	\$250.1	\$218.5 \$257.6
4500010404 7600020439	14500010404 7600020439	1450001040400 760002041900		HOLLOWAY KENNETH PAUL & LISA MARIE HOME OVER THE RHINE LLC	353 W FOURTH ST 33 E COURT ST	901 CORPORATE CENTER DR. POMONA CA 91748	1450001040400 0760002043900	\$434,040.00 \$317,500.00	\$111.125.00	5.593983 8.092379	\$263.7	\$273.6	\$374.4 \$281.8	\$385.7 \$290.3
4500010260 4500010270	14500010260 14500010270	1450001026000 1450001027000	014500010259 014500010259	HOOPER CINCY LLC		POI CORPORATE CENTER OB POMONA CA 91748 3299 K STREET NW STE 700 WASHINGTON DC 20007 3298 K STREET NW STE 700 WASHINGTON DC 20007	1450001026000	50.00	\$0.00 \$0.00	8.09/179	\$0.0	\$0.0	\$236.0	\$243.1 \$0.0
4500010271 4500010250	14500010271 14500010259	1450001027000 1450001027100 1450001025900		HOOPER CINCY LLC	151 W POLISTIE ST	3299 6 STREET NW STE 700 WASHINGTON DC 20007 3299 6 STREET NW STE 700 WASHINGTON DC 20007	1450001027100	\$0.00 \$4.438,160.00	\$0.00 \$1.553.356.00	296.166169	\$0.0	\$0.0	\$0.0	\$0.0
4500010261 4500010380	14500010261 14500010380	1450001026100 1450001038000		HODPER CINCY LLC HORNSEY ETHAN	151 W FOURTH ST 139 W FOURTH ST 353 W FOURTH ST	3299 K STREET NW STE 700 WASHINGTON DC 20007 10460 CARRAGE TRL. CINCINNATI OH 45202	1450001026100	\$359,260.00	\$125,741.00	52,919488	\$4,932.3 \$561.1	\$5,080.3	\$5,212.4	\$613.2
4500010378 7800010110	14500010378 7800010110	1450001037800 780001011000		HUBBARD MELISSA M HUGHES CARDL & GEORG HERINGER	353 W FOURTH ST	901 CORPORATE CENTER DR POMONA CA 91768	1450001037800	\$276,330.00	\$96,715.50	5.593983 5.593983	5226.9 5235.3	\$233.7 \$242.3	\$249.6	\$248.0
8400060119 7700020068	8400060119 7700020064	840006011900 770002006800	007700020067	HUGHES WILLIAM E & LISA C HUNTINGTON CENTER CINCINNATI REALTY LP HUNTINGTON CENTER CINCINNATI REALTY LP	400 PIKE ST	PO BOX 237 BATESVILLE IN 47006 400 PIKE ST MIDI CINCINNATI OH 45202 1001 HACKEERIY RD. IRVING TX 750830156	0840006011900 0770002006800	\$436,690,00 \$615,000,00	\$152,841.50 \$215,250.00	5.821122	\$417.4 \$486.6	\$501.2	\$516.2	\$456.2
700020069	7700020069 7700020070	770002006900 170002007000	007700020067 007700020067	HUNTINGTON CENTER CINCINNATI REALTY LP HUNTINGTON CENTER CINCINNATI REALTY LP		3001 HACKBERRY RD 18VING TX 750630156	0770002006900	50.00	\$0.00		\$0.0	\$0.0	\$0.0	\$0.0
700020071	7700020071 7700020072	770002007100 770002007200	007700020067	HUNTINGTON CENTER CINCINNATI REALTY LE HUNTINGTON CENTER CINCINNATI REALTY LE		3001 HACKBERRY RD IRVING TX 730830156 3001 HACKBERRY RD IRVING TX 750830156 3001 HACKBERRY RD IRVING TX 750830156	0770002007100	\$0.00	\$0.00		\$0.0	\$0.0	\$0.0	\$0.0
700020073	7700020073 7700020067	770002007300 770002006700	007700020067	HUNTINGTON CENTER CINCINNATI REALTY LP HUNTINGTON CENTER CINCINNATI REALTY LP HUNTINGTON CENTER CINCINNATI REALTY LP	S25 VINE ST	SALE MATERIAL SO. INCOME TO MATERIAL	0770002007200	\$0.00	\$0.00		\$0.0	\$0.0	50.0	\$0.0
400060093 700010044	8400060093 7700010044	840006009300 770001004400		HUSER JAMES JOSEPH TR & SUSAN M TR	400 Pury SY	3003 HACKSERVY RO INVOICE TO \$750500366 3003 HACKSERVY RO INVOICE TO \$750500356 3003 HACKSERVY RO INVOICE TO \$750500356 213 WIST MINTER \$7 ORGANIZATION 45202	0770002006700 0840006009300 0770001004400	\$18,500,000.00 \$405,740.00	\$6.475,000.00 \$142,009.00	531.643741 5.821122	\$16,629.9 \$332.1	\$17,128.8 \$342.0	\$17,641.6	\$18,172 \$362.9
700020286 300010075	7700020286 8300010075	770002028600 830001007500	008300010074	IGEL ROBERTS INGALISHOTS LIC	213 W NINTH ST 26 E SOTH ST	26 EAST 6TH ST # 601 CINCHNATI OH 45202	0770002028600	\$479,990.00	\$167,996.50	7,321981	\$395.3	\$588.3	\$419.3	\$674.2 \$492.0
900020016	8300010074 7900020016	830001007400 790002001600		INGALIS HOTEL LLC INGALIS HOTEL LLC ISMAL BASHETS H	6 E FOURTH ST	S113 PPER STATION DO #300 CHARGOTTE NC 28277 3410 TINAVEW CT CINCINSATI OH 45211	0830001007400	\$11,208,790,00 \$179,810,00	\$1,923,076.50	157.292927	\$9,154.2	\$9,428.8	59,711.1	\$10,003
500010389 300010408	14500010389 8100010408	1450001038900 830001040800		I W.K. INVESTMENTS LIC.  JAC FAMILY LIC TR	253 W FOURTH ST	4125 HAMETON AVE. CINCINNATI OH 45223 410 18TH ST. MANHATTAN BEACH CA 90266	1450001038900	5285,000.00	\$132,933.50 \$99,750.00	5.593983	\$941.5 \$241.7	\$248.9	5998.8 5256.4	\$1,028.5
000010439	14500010439 8400060081	1450001043900 840006008100		JACKSON CYNTHIA M TR JACOBS LYNN P TR	411 FLUM ST	411 PLUM ST UNIT 201 CINCINNATI OH 45202	1450001043900	\$635,000.00	\$222,250,00 \$222,250,00	5.593983 2.748313 32.896836	\$490.4 \$652.7	\$505.1 \$672.3	\$520.3 \$692.4	\$535.9 \$713.3
00010369 00010012	14500010369	1450001036900	014500010011	JACOBSON IOEL	253 W FOURTH ST	8001 HACKBERRY RD : SVING TX 750630156	1450001036900	\$295,000.00	\$101,250.00	5.823122 5.593983	\$250.3 \$226.5	\$257.A \$233.3	\$240.3	\$273.6 \$247.6
00010011	14500010011 14500010440	1450001001100 1450001044000		JADE IV LLC  JADE IV LLC  JADE STEVEN & PRIVA	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	\$1,023.6	\$1,054.2	\$1,086.0
700020270	7700020270 8300010330	770002027000 830001033000		JANSEN JIL. JANSEN TANTON T.E. MICHELLE D.	411 PLUM ST 26 E SOTTH ST 15 W FOURTH ST	470 SPRINGHOUSE DR. SPRINGBORD DH. 43066 3001 HACKBERRY RD. IRVING TX. 750430156	1450001044000 0770002027000	\$276,150.00	\$176,750.00 \$96,652.50	32.696836 7.321981 6.069852	\$556.7 \$244.8	\$573.4 \$252.1	\$590.6 \$259.7	\$608.4 \$267.5
#00060072 600020432	8400060072 7600020432	840006007200	-	JARK HEIDE & STEVEN T KENAT	400 PIKE ST 33 E COURT ST	39 JADESTONE CT SPRING TX 77881 3001 HACKBERRY RD INVING TX 750630156	0830001033000 0840006007200	\$310,900.00 \$493,600.00	\$108,815.00 \$172,760.00	6.069852 5.821122	\$263.5 \$396.9	\$271.4 \$408.9	\$279.5 \$421.1	\$287.9 \$433.8
400060116	8400060116	840006011600	Name of the last	ENNEWEIN CAROLL	400 PIXE ST 437 VINE ST 707 MAIN ST	ROST HACKBERRY RD WIVING TX 750630156 901 CORPORATE CENTER DR. POMODIA CA 91768 400 PMS STREET "CINCHANT DH 45202	0780002043200 0840006011600	\$275,000.00 \$588,330.00	\$96,250.00 \$203,985.50	8.092379 5.821122	5248.3 \$467.0	\$255.7 \$481.0	\$263.4 \$495.4	\$271.3 \$510.4
00010179	7900010179 7600010398	790001017900		JANG CAPITAL GROUP LLC	707 MAIN ST 104 W NINTH ST	9001 HACKBERRY RD - BIVING TX 750630156 F-O BOX 54683 - CINCINNATI OH 45254	0830001039100 0790001017900	\$252,780.00 \$289,890.00	\$88,471.00 \$101,461.50	2.748313 34.000556	\$202.0 \$404.1	\$208.0 \$416.2	\$214.3	\$220.7 \$441.6
00060095	8400060095	840006009500 1450001040000		JOHNSON MEGAN & NICHOLAS JONES CHRISTOPHER A	400 PIXE ST	1001 HACKERSY RD 18/14/6 TX 7506.00156 400 PREST UNIT 617 CHICKNANT OH 45202 3001 HACKERSY RD 18/14/6 TX 7506.30156	0760001039800 0840006009500	5235,110.00 5244,160.00	\$85,288.50 \$85,456.00	10.583321 5.821122	\$212.7 \$212.8	\$219.7 \$219.2	\$246.9	\$254.3 \$232.5
00010370	14500010370	1450001037000		JONES JOEL JONES MICHAEL SCOTT & JULIE	353 W FOURTH ST 15 W FOURTH ST	353 W 4TH STREET UNIT 301 CINCINNATI OH 45202 15 WST FOURTH STREET WILD 301 CINCINNATI OH 45202	1450001040000	\$345,020.00	\$196,757.50 \$120,757.00	5.593983 5.593983 6.060852	\$235.4 \$286.0	\$242.4 \$284.6	\$249.7	\$257.2 \$312.5
00010109	7900010109	790001010900	007900010108	JOYLY MARTIN H III  RIVLY CINCINNATI LLC  RIVLY CINCINNATI LLC	ST MANN ST	13 WEST FOURTH STREET BIOZ CINCINNATI OH 45202 917 MAIN ST CINCINNATI OH 45202	0830001038600 0790001010900	\$462,990.00	\$0.00	THE RESERVE AND ADDRESS OF THE PARTY OF THE	\$375.7	\$387.0	\$398.6	\$410.6
00010182	7900010182	790001018200		INVERTIMENTS LLC  INVERTIMENTS LLC  INVERTIMENTS LLC  INVERTIMENTS LLC	817 MAIN ST 817 MAIN ST 817 MAIN ST	## MAIN ST CINCINNATI CH 45302  911 MAIN ST CINCINNATI CH 45302  817 MAIN ST CINCINNATI CH 45302  817 MAIN ST CINCINNATI CH 45202	0790001010800 0790001018200	\$1,051,040.00	\$367,854.00 \$142,166.50	93.603928 5.000124 5.000124	\$1,299.3 \$327.8	\$1,33±.2 \$337.7	\$1,378.3 \$347.8	\$1,419.8 \$358.2
00010184	7900010184	790001018400 760001025400		AWB INVESTMENTS LLC  K & S LTD	817 MAIN ST	817 MAIN ST APT 4A CINCINNATI OH 45202 817 MAIN ST APT 4A CINCINNATI OH 45202	0790001018300 0790001018400 0760001025400	\$112,290.00 \$226,680.00	\$39,301.50 \$79,338.00	5.0001	\$110.9 \$195.3	\$114.2 \$201.2	\$117.6 \$207.2	\$171.1 \$213.4
00020335	7700020335	770002033500	007700020334	CINCINNATI CITY OF  KADISH SCOTT P & MELISSA M KADISH	234 W COURT ST 400 PIKE ST	2105 CENTRAL AVE. CINCINNATI OH 45214 ATTIN REAL ESTATE-THIRD PA BOJ PLUM ST RM #222 CINCINNATI OH 45202	0770002033500	\$161,450.00	\$56,507.50 \$0.00	48.800262	\$392.0 \$0.0	\$403.8	\$415.9	\$428.4
00010331	7600010331	760001033100		KANU INVESTMENTS LLC	109 W COURT ST	400 PIKE ST LINET 708 CINCINNATI DH 45202 4015 EXECUTIVE PARK DR #402 CINCINNATI DH 45241	0840006010600 0760001033100	\$571,240.00 \$208,310.00	\$199,934.00 \$72,908.50	5-821122 191.685919	\$454.3 \$1,225.5	\$467.9 \$1,262.3	\$481.9 \$1,300.1	\$0.0 \$496.4 \$1,339.2
00010930	7600010330	760002013700 760001083000		KANU INVESTMENTS LLC KANU INVESTMENTS LLC	20 W COURT ST 113 W COURT ST	4015 EXECUTIVE PARK DR #402 CINCINNATI OH 45241 4015 EXECUTIVE PARK DR #402 CINCINNATI OH 45241	0760002013700 0760001033000	\$386,530.00 \$206,310.00	\$135,285.50 \$72,908.50	100.567802 65.766193	\$847.6 \$521.5	\$873.1 \$587.1	\$899.2 \$853.2	\$926.3 \$569.9
00010262	7600030262 7600030261	760001026200 760001026100	1727	KANU INVESTMENTS LLC KANU INVESTMENTS LLC	116 W COURT ST 120 W COURT ST	4015 EXECUTIVE PARK OR #402 CINCINNATI OH 45243 4015 EXECUTIVE PARK OR #402 CINCINNATI OH 45243	0760001024200 0760001026100	\$194,640.00 \$107,150.00	\$49,538.00 \$37,502.50	64 001145 34 660389	\$504.5 \$272.9	5519.6 5281.1	\$595.2 \$289.5	\$551.3 \$298.2
00010326 00060088	8400000088	840006008800		KATHIR TUTNEY R KEENAN ELEJABETH I & GEOFFREY	15 W FOURTH ST 400 PIKE ST	15 W 4TH ST UNIT 103 CINCINDATI OH 45202 400 PIKE ST 609 CINCINNATI OH 45202	0830001032600 0840006008800	\$380,000.00 \$459,880.00	\$133,000.00 \$160,958.00	6.060852 5.821122	\$314.5 \$372.0	\$323.9 \$383.2	\$333.6	\$343.6 \$406.6
00060143	8400060143	840006014300		KELLEY BRIAN T & SHARI L SKINNER	38 E FOURTH ST 400 PIKE ST	18 E FOURTH ST UNIT 901 CINCINNATI ON 45202 13370 SANDY KEY IN FT MEYERS FL 33908	0830001031700 0840006014300	\$322,020.00 \$546,330.00	\$112,707.00 \$191,215.50	8.994074 5.821122	\$288.0 \$435.9	5296.7 \$448.9	\$305.5	\$314.7 \$476.3
00010373 00010374	8400060107 14500010373	840006010700 1450001037300		KTLLY BLIZABETH A KELLY THOMAS J ETUM PATER A ASSOCIATIS INC	400 PKE ST 353 W FOURTH ST 353 W FOURTH ST	3001 HACKBERRY RD RIVING TX 750630156 3001 HACKBERRY RD RIVING TX 750630156	0840006010700 1450001037300	\$451,620.00 \$380,000.00	\$158,067,00 \$133,000,00	5.821122 5.593983	\$366.0 \$311.8	\$376.9 \$321.2	\$285.2 \$330.8	\$399.5 \$340.7
0010374	14500010974 7900040304	1450001037400 790004030400		KEVIN PATER & ASSOCIATES INC KEY LARGO CAPITAL LLC	720 MAIN ST	353 WEST 4TH ST STE #305 CINCINNATI OH 45202 7MF7 QUAIL HOLLOW CT - WEST CHESTER OH 45069	1450001037400 0790004030400	\$270,170.00 \$172,230.00	584 558 50	5.502052	\$290.7 \$183.8	\$237.6 \$189.3	\$244.8 \$194.9	\$252.1 \$200.8
00010057	14500010392	1450001039200 1450001005700	014500010056	KINSTY FLATS LLC	353 W FOURTH ST	PO BOX 384 BATTSVILLE IN 47008 381 W FOURTH ST SUITE A CINCINNATI OH 452022713	1450001039200 1450001005700	\$346,370.00 \$0.00	\$60,280.50 \$121,229.50 \$0,00	10.126564 5.501983	\$287.0 \$0.0	\$295.6	\$304.4	\$313.6 \$0.0
0010064	14500010068 14500010061	1450001006800 1450001006100	014500010058 014500010060	KINSEY FLATS LLC KINSEY FLATS LLC		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	50.0	50.0	\$0.0
0010073	14500010073	1450001007300 1450001005900	014500010072	KINSEY PLATS LLC	331 W FOURTH ST	333 W SOLUTTH ST SHITE A CINCINNATION 452022213	1450001007300 1450001005800	\$0.00 \$1,114,190.00	\$0.00 \$190,016.50	37.055175	\$0.0 \$1,029.9	\$0.0 \$1,060.8	\$0.0 \$1.092.5	\$0.0 \$1.125.4
0010071 00010060	14500010071	1450001007100 1450001006000		KINSEY FLATS LLC KINSEY FLATS LLC	MCFARLAND ST 327 W FOURTH ST	331 W FOURTH ST SUITE A CINCINNATI OH 432022713 331 W FOURTH ST SUITE A CONCINNATI OH 452022713 331 W FOURTH ST SUITE A CINCINNATI OH 452022713	1450001007100 1450001006000	\$126,590.00 \$266,080.00	\$44,306.50 \$93,128.00	34.340347	\$285.5	\$294.0 \$398.6	\$302.8 \$410.6	\$311.9
0010074	14500010074 14500010072	1450001007400 1450001007200		CONSEY PLATS LLC CONSEY PLATS LLC KINSEY PLATS LLC	330 MOTABLAND ST 322 MOTABLAND ST		1450001007400 1450001007200	\$202,930.00 \$125,830.00	\$71,025.50 \$44,040.50	31.292775 30.335354	5324.8 5262.6	5334.5 \$270.5	\$344.5 \$278.6	\$354.9 \$287.0
00010016	14500010056 14500010075	1450001005600 1450001007500		ONSEY FLATS LLC KINSEY FLATS LLC	343 W FOURTH ST 328 MCFARLAND ST	331 W FOURTH ST SUITE A CINCINNATION 433022713 331 W FOURTH ST SUITE A CINCINNATION 453022713 331 W FOURTH ST SUITE A CINCINNATION 453022713	1450001005e00 1450001007500	\$748,240.00 \$96,080.00	\$261,884.00 \$33,628.00	29.255907		\$737.4 \$224.5	\$750.5 \$231.2	5782.4 5238.1
0010058	14500010058 14500010085	1450001005800 1450001008500	The second secon	KINSEY FLATS LLC KINSEY FLATS LLC	335 W FOURTH ST 331 MCFARLAND ST		1450001005800 1450001008500	\$393,120.00 \$82,040.00	\$137,592.00 \$28,714.00	24.443078 22.963053	\$217.9 \$426.9 \$189.0	\$439.7 \$194.6	\$452.8 \$200.4	\$466.5 \$206.5
010086 010356	14500010086 14500010356	1450001008600 1450001035600		KINSEY FLATS LLC KINSEY FLATS LLC	321 MCFARLAND ST CENTRAL AVE	331 W FOURTH ST SUITE A CINCINNATION 452022713 311 W FOURTH ST SUITE A CINCINNATION 452022713 351 W FOURTH ST SUITE A CINCINNATION 452022713	1450001008600 1450001035600	\$78,130.00 \$343,730.00	\$27,345.50 \$120,305.50	20,244734 5,593983	\$170.9	\$176.0 \$293.6	\$181.3 \$302.4	\$186.7 \$311.5
0020334	7700020334 7700020333	770002033400 770002033300		CINCINNATI CITY OF CINCINNATI CITY OF	VINE ST E FUTH ST	ATTN REAL ESTATE-THIRD PA 801 PLUM ST RM #122 CINCINNATI ON 45202 ATTN REAL ESTATE-THIRD PA 801 PLUM ST RM #122 CINCINNATI ON 45202	0770002033400	\$0.00	\$0.00 \$5,058,910.50	107.884438	\$0.0 \$11,273.7	\$0.0 \$11,612.0	\$0.0 \$11,959.6	\$0.0 \$12,319.
0010198	7700010198 14500010264	770001019800 1450001026400		KNOCK MADISON L KOCH BUILDINGS INC	808 ELM ST 129 W FOLISTM ST	S001 HACKSERRY RD - RVING TX 750630156 3.31 W 4TH ST - CINCINNATI OH 45202	0770001019800 1450001026400	\$346,090.00 \$568,840.00	\$121,131 50 \$199,094.00	22.057354 70.497818	\$378.8 \$814.1	5390.2 5838.5	\$401.9 \$401.9	\$414.0
0030118	7700030118 8300010365	770003011800 830001036500		KRC PROPERTIES LLC KREDER JENNEER K & ALEXANDER K	17 E DIGHTH ST 15 W FOURTH ST	14 GRANON IN CHICKNATI OH 45208 801 CORPORATE CENTER DR. POMONA CA 91768	0770003011800 0830001036500	\$534,920.00 \$349,780.00	\$187,222.00 \$187,222.00 \$122,428.00	69 117542	6691.9	4717.6	5734.0	\$889.6 \$756.1
0060167 0010178	8400060167 7700010178	840006016700 770001017800		KREGER KEVIN J & JEWISTER L COUSER KREIMER BRADLEY P & MARY K MARKER	ADD PIKE ST 223 W NINTH ST	AND BOOK ST LIBUT DIA CINCIANATI DIA ASSOCI	0840006016700 0770001017800	\$594,320.00 \$258,090.00	\$122,423,00 \$208,012.00 \$90,331.50	6.069852 5.821122	\$292.2 \$471.3 \$307.9	\$300.9 \$485.4	\$309.9 \$100.0	\$319.3 \$515.0
0010154	7900010154 7900010158	790001015400 790001015800		KRELLER CONSULTING GROUP INC THE KRELLER CONSULTING GROUP INC THE	BIT MAIN ST BIT MAIN ST	3001 HACKBERRY RD : RIVING TX 750830396 817 MANS ST CINCINNATI CH 65002 837 MANS ST CINCINNATI CH 645002183	0790001015400 0790001015400	\$287,130.00 \$281,420.00	\$100,495.50 \$88,497.00	20.999992 5.00124 5.00124	5239.9	\$317.2 \$247.1	\$326.7 \$254.5	\$336.5 5262.2
0010362	8300010367 7600020123	830001036200 760002012300	007600020122	KREMM JORGAN & NICHOLAS KROGER CO THE	15 W FOURTH ST		0830001036200	\$343,630.00	\$98,497.00 \$120,270.50	5.00124 6.069852	\$235.7 \$287.6	\$242.8 \$296.2	\$250.1 \$305.1	\$257.6 \$314.3
0020140	7600020124 7600020140	760002012400 760002014000	007600020122	KROGER CO THE  KROGER CO THE		ATTN GLORAL ANDRY 1014 VINE 57 TH RUDGE CINCINNATION 45487  ATTN GLORAL ANDRY 1014 VINE 57 TH RUDGE CINCINNATION 45500  ATTN GLORAL ANDRY 1014 VINE 57 TH RUDGE CINCINNATION 45500  ATTN GLORAL LANDRY 1014 VINE 57 TH RUDGE CINCINNATION 45500  ATTN GLORAL LANDRY 1014 VINE 57 TH RUDGE CINCINNATION 45500  ATTN GLORAL LANDRY 1014 VINE 57 TH RUDGE CINCINNATION 45500	0760002012300 0760002012400	\$0.00 \$0.00	\$0.00 \$0.00		\$0.0 \$0.0	50.0 50.0	\$0.0	\$0.0
020141 020142	7600020141 7600020142	760002014100 760002014200	007600020139	KNOCER CO THE KROCER CO THE		ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCANATI OH 45202 ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCANATI OH 45202 ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCANATI OH 45202	6760002014000 0760002014100	\$0.00	\$0.00 \$0.00		\$0.0	\$0.0 \$0.0	\$0.0 \$0.0	\$0.0 \$0.0
020183	7600020183 7600020184	760002018300 760002018400	007600020182 007600020182	KROGER CO THE KROGER CO THE		ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI ON 45202	0760002014200 0760002018300	\$0.00	\$0.00 \$0.00		\$0.0	\$0.0	\$0.0 \$0.0	\$0.0 \$0.0
020185 020186	7600020185 7600020186	760002018600 760002018500 760002018600	007600020182 007600020182	KROGER CO THE KROGER CO THE KROGER CO THE		ATTN GLORIA LANDIN TOTA VINE STITH FLOOR CINCINNATION 45302 ATTN GLORIA LANDIN TOTA VINE STITH FLOOR CINCINNATION 45302 ATTN GLORIA LANDIN TOTA VINE STITH FLOOR CINCINNATION 45302	0760002018400 0760002018500	\$0.00 \$0.00	\$0.00 \$0.00		\$0.0	\$0.0 \$0.0	\$0.0 \$0.0	\$0.0 50.0
020186 020187 020188	7600020186 7600020187 7600020188	760002018600 760002018700 760002018800	007600020182	KROGER CO THE KROGER CO THE KROGER CO THE			0760002018600 0760002018700	\$0.00 \$0.00	\$0.00 \$0.00		\$0.0 \$0.0	\$0.0	\$0.0 \$0.0	\$0.0
020188	7600020188 7600020183 7600020190	760002018900 760002018900 760002019000	007600020182 007600020182 007600020182	KROGER CO THE		ATTH GLORIA LANORY 3014 VINE STITH FLOOR CINCINNATI OH 45102 ATTH GLORIA LANORY 3014 VINE STITH FLOOR CINCINNATI OH 45102 ATTH GLORIA LANORY 3014 VINE STITH FLOOR CINCINNATI OH 45102 ATTH GLORIA LANORY 3014 VINE STITH FLOOR CINCINNATI OH 45102	0760002018800 0760002018900	\$0.00	\$0.00 \$0.00		\$0.0	\$0.0 \$0.0	\$0.0	\$0.0
030192	7600020192	760002019200	007600020182	KROGER CO THE KROGER CO THE		ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 45202	0760002019000 0760002019200	\$0.00 \$0.00	\$0.00		\$0.0	50.0	\$0.0	\$0.0
020193 020198	7600020193 7600020198	760002019300 760002019800	007600020182 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	0760002019300 0760002019800	\$0.00 \$0.00	\$0.00	III THE RESERVE TO SERVE THE PARTY OF THE PA	\$0.0	\$0.0	\$0.0	\$0.0
020199 020200	7600020199 7600020200	760002019900 760002020000	007600020182 007600020182	KROGER CO THE KROGER CO THE		ATTN GLORIA LANDRY 1014 VINE 57 TTH FLOOR CINICINNATI OH 45202 ATTN GLORIA LANDRY 1014 VINE 57 TTH FLOOR CINICINNATI OH 45202 ATTN GLORIA LANDRY 1014 VINE 57 TTH FLOOR CINICINNATI OH 45202 ATTN GLORIA LANDRY 1014 VINE 57 TTH FLOOR CINICINNATI OH 45202	0760002019900 0760002020000	\$0.00	\$0.00 \$0.00		\$0.0	50.0	50.0	50.0
0020202	7600020201 7600020202	760002020100 760002020200	007600020182 007600020182	KROGER CO THE  KROGER CO THE  KROGER CO THE		ATTN GLORIA LANCRY 2014 VINE ST 7TH FLOOR CINCINNATI OH 45202	0760002020100 0760002020200	\$0.00	\$0.00 \$0.00		50.0	\$0.0 \$0.0	\$0.0 \$0.0	\$0.0
0020208 0020204 0020205	7600020203 7600020204	760002020300 760002020400	007600020182 007600020182	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	0760002020300 076000202030400	\$0.00	\$0.00 50.00		\$0.0	\$0.0	\$0.0	\$0.0
	2600000000	760002020500	007600020182	KROGER CO THE	CONTRACTOR OF BUILDING	ATTN GLORIA LANDRY 1014 VINE ST 7TH FLOOR CINCINNATI OH 45202	0760002020500	\$0.00	30.00 50.00		50.0	\$0.0	50.0	\$0.0

007900040124 007900040124 007900040124 008300012000 004300012005 01450001007 00790001007 00790001007 00790001007	007600010239 007600010240 007600010237 003400060090	007600010115 007600020455 007600010118	007400010414 01450010371 00840008008	008300010163	911010001000 641010001000 70000000000	007900020004 007900020060 007900020002	007100000000	014500010346	007900040214	008300010352	007900040031	007900020012	007900020014	007900000000	014500010027	008400050290	0145000101A4	007800010118	00A300010366 00A300010343	007800010397	007600010111	007600010111	014500010158	005700010041	007700010042	014500010028	007500010362	696010001800 946010001800	007700030057	007700010111	007700020312	014600060165	011090009410	014600060128	014600060125	014600060123 014600060123	007900040073	007700010177 008300010373 014500010377	007600020155 007600020155	007600020133	007600020211	007400000000 0074000000000 0074000000000	007600020206
7900040121 770000239 7900040139 830001396 830001396 1450001007 790001007 790001007 740001007 8400060155	7600010138 7600010240 7600010237 8400060090	7600020455 7600020455	MODERATION AND PRODUCT AND PARTIES AND PAR	8300010161 8400080101	9110000008 6910100008 1000000084	7900020004 7900020000 7900020002	1000200062 8410100004 00401000008	14500010346 14500010351	7900040214 7900040213	7900040030 #300030352 14500030413	7900040011	7900020011	1100000064 1100000064 0/10100064	#300070030 #300070030	14500010027 8300010019	8400050124 8400050124	14500010361 14500010414 8400060096	280000010118	8300010366 8300010363	7600010397 7600010347	7600010111	7600010111	14500010358 840001011M	8300010372 8400060092	\$300010384 7700010042	7700010028 14500010341	74500010362 7700010029	#3000103064 #300010376	\$400060113 7700030067	7700010111	77000000111	14600060151	(1109000941 01109000941	14600000118	14600060125	14600060123	7900040073	7700010177 8300010373 14500010379	7600020194	7600020182 7600020182	7600020211	26000000000000000000000000000000000000	7600020206
790000013900 790000013900 79000101900 81000101900 14000101900 790001007300 79000101900	76/0001021900 76/0001024/000 76/0001023/700 84/0004/009000	#4000#011500 740002045500 740002040100	0095741900094 0091419000094 0091419190094	#30001014.300 #30001014.300	#10001041600 009101000018	790002000400 790002006000 7900020000200	00000000000000000000000000000000000000	1450001034400	790004021300 790004021300 840006015700	79000400000 1450001045200	790004003100	00010000044 00010000044	790001017000 790001001300	0000100100064	\$450001002700 830001001900	\$40003012400 \$40003012400	1450001094300	780001011800	00(9)(0100009) 00(9)(0100009) 0099(0100019	760001019700 840006008700 760001038200	760001011100	76,0001011100	1450001015400	#30001037200 #400060037200	0011000100012	770001002800 1450001014 100	760001035200 770001002900	0069400100049	77000300070	770001013200	7700010112900	1460000015100	00110900091	146000011000	1460006012500	146000012300 146000012300	790004007300	770001017700 830001017300	760002011200	00611620094 0001019100	760002021200	200012020094C 000020200004C 000020200004C	760002020600
00791000100777	007600010237	007600010217			191010001800	200020004200	0004000047000		007900040213		and		007900020012			00#400040215			The state of the s		007600010111	111010009400 111010009400			007700010041				007700030066	007700010128	007700020309	014600060122	014600060122	014600060122	014400080122	014600060122				907600020182	007600020182	THTOTACHCOO THTOTOCHCOO THTOTOCHCOO THTOTOCHCOO	007600020182
ALL COURT AND COLD TO THE COLD	WEST WORKS THE WAS A WAS	MELEDH KHREZHINALA LUDOMNE DIAGHHAKH MELEDH KHREZHINAL LUDOMNE DIAGHHAKH MELEDH KHREZHINAL A LUDOMNE DIAGHHAKH MELEDH KHREZHINAL A LUDOMNE A MELEDH KHREZHINAL A LUDOMNE MELEDH KHREZH MELEDH KHREZH MELEDH MELEDH KHREZH MELEDH KHREZH MELEDH KHREZH MELEDH KHREZH MELEDH K	WCERNA DAVOS MARTINA WCERNAD WAS MARTINA WCERNAS JAWAS A MACHINE WCERNES JAWAS A MATTHEW WCERNES AND A MATTHEW	WCA CHAIR I CANADA AND AND AND AND AND AND AND AND AN	WCY CONTENTIO WCY CONTENTIO WCY CONTENTION	MAZAL IN CHUCHNATT I LLC MAZAL IN CHUCHNATT I LLC	MAXXVI ISSUTAL MAXXVI	MARTIN SCOTT & ALEXANDRA MARTIN MARTIN SPRICER MARTY SARALE VINCENT	MARSHALL JAMES & ANDREA MARSHALL MARSHALL JAMES & ANDREA MARSHALL	WARDAMA ACTORNO WARDAMA ACTORNAMA WARDAMA STANMANAW	WARNAMAS SERVINAS WARNAMA	WWAGET WHITE AN T	T 24 GTTHH TRONWY  WILL GTTHH TRONWY  TAN M STATE THE TRONWY	WAN SHEET WANTE WAN HOSECULTA HOLDWOSTIC	WAS EDY EXIST HOUNGS	CALIF CYNERY WANTERS TIC	TE THOMAS C.	TOMIS 20WOM Y WYINGS 1990525	LOOMIS MICHAEL D. B. JEWNER J. LOOMIS MICHAEL D. B. JEWNER J. LOOM TOWN	LOGARNESTIME PETRIAL & B. HABOLD JA LOGARNES CORNE	TODE THEY WANTED GLOTT TODE THEY WANTED THE	TOD BY A MORTH	THEORY STANDARD IN	TWO SCOLL WITH B A DATO MALE  THOUSE SCOLL WITH B A DATO MALE  THANKS SCOLL WITH B A DATO MALE  THANKS SCOLL WITH WAS A D	TWING SCOTT WITH IT CHAP EALON THANKS SCOTT WITH IT CHAP EALON	LAZARDYSOI FRANK LEDRING RACHEL A B	TAYOO DE LEGIO DE LA CONTROL D	LARSON THOMAS A & DAWN A LARSON THOMAS A & DAWN A	TWENTER THE THE TWENTER THE TW	THI GIRLS BROKENT	CHCANATICTY OF	THE THE CHANGE OF THE CONTRACT	THE PRINCE CAME OF THE CONTROL OF TH	CHEEVAND MEST CHALLY 43 THE CHEEVAND MEST CHALLY 43 THE	FASETAND MEST CHALTY OF THE FASETAND MEST CHALTY OF THE	CHAST WAR CHART OF THE CHAST OF	CLESSE THANK P & CHSTY P	KROMER, JOHN W KRUCK TRACKEY W	KAROGEN CO THE	KNOGER CO THE	KADGEN CO THE	INDERECOTHE INDERECOTHE INDERECOTHE INDERECOTHE	DACIOSA CO THE
THE CONTROL OF THE CO	1020 W CENTRAL PW	15 JUNYW (COT 15 JUNY STE 15 JUNY STE 15 JUNY STE	25 ARM 516 25 MA 607 26 MUNICH AS 27 MUNICH AS	AS PLONG MILL AS BANG TOWN AS LINYTOWN ETS	TO BE LOURT ST	15 NOWW 916	TO M WINGS I	335 W FIGHTH ST 315 W FIGHTH ST	333 E 8TH ST 400 PHZ ST	234 E SATH ST 353 W FOLKTH ST	236 E SOTH ST 230E SOTH ST	219 E COURT ST	13 NOVY SZE	TS WANTS T	43 RUM ST	623 E NEHRING WY	353 W FOURTH ST 353 W FOURTH ST	15 INJ 000 LS NWM IZS	A HUNDON SE LIS HUNDON SE	AT INVEST.  400 Invest 81.  TOWN WALLS 82.	917 PLUM ST	And money by	353 W FOURTH ST SOO E FOURTH ST	227 W AUNTH ST 25 W FOLKERY ST 400 PRES ST	417 WHE ST	229 W MOUTH ST	353 W HAVE ST	15 W FOUNTH ST	15 304 600				TOTAL STREET,			400 PWZ 31	15 AWWW \$18 15 AWW W \$18	223 W NAUTH ST 15 W JOURTH ST	LS DAY PTOT LS DAY PTOT LS DAY TOT	AS PANA STOT	National Control of the Control of t		
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7700010140	WYFMILC	19 E EGATH ST	19 F 8TH ST # 3 CHICHWATH CH #S202	0770003014000	\$29,280.00	610.341.00	71 14 14 17	Canna	Cana	Case 3	Cana a
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1700010094	WANG GROUP LLC	817 8428 57	411 DAK ST 2ND FL CNONNATI OH 45219	0770001009800	\$1,016,950,00	\$355,832.50	149.725647	\$1,587.9	\$31815	CLEBAN	(1711)
7700010094	WAYC GROWING	117 W NINTH ST	411 OAK ST 2ND FL CINCHNATI OH 45219	0770001009600	\$98,000,00	\$34,300.00	12,45856	A 125.52	5361.4	53663	STITA
7700010151	WANG GROUP LLC	319 W NRCH ST	411 DAK ST 2ND FL CINCINNATI OH 45219	0770001015100	\$95,840,00	\$31,544.00	31.816729	\$248.6	\$296.1	Araca	\$271.7
7800010139	607 MAIN HOLDINGS LLC		11711 PRINCTON PICE STE 3 131 CINCINNATI OH 45246	6780001013900	50.00	\$0.00		000	900	200	500
8300010346	WOODHOUSE SHEWL	15 W FOURTH ST	15 W FOURTH ST UNIT 302 CINCINNATI OH 45202	0630001034600	\$313,840,00	\$109,844,00	6.069852	5265.6	\$371.6	£281.8	\$2903
1900100043	WOODS REAL ESTATE INVESTMENTS LLC	125 E NINTH ST	6014 GAINES RD CINCINNATI ON 45247	0790001006900	\$921,710.00	\$322,423.50	39.570046	\$901.3	SHORA	5006.1	5984.9
7900010151	WOODS REAL ESTATE INVESTMENTS ILLC	( NWDI ST	6014 GAINES RD CINCINNATI CH 45247	6790001015100	\$11,640.00	\$11,081.00	3,00002	\$40.1	541.4	\$40.8	543.9
1450005051	WWWTUC	118 W SIETH ST	PO BOX 6200 CINCINNATI OH 45206	14500020299900	\$247,030,00	\$86,460.50	62,490952	\$531.8	\$50.7	5564.1	5581.1
8400060156	YANG SHU & GIN HUANG	400 PHZ 57	400 PICE ST UNIT 920 CINCHAUATI OH 45202	0940008013600	\$424,850.00	\$144,697.50	5.821122	\$3462	5356.6	\$367.2	\$378.3
7600220343	YOCER STIM M LIYDIA K.K.	32 ( COURT ST	901 CORPORATE CENTER DR. POMONA CA 91716	0210002018300	\$278,000,00	\$97,300.00	8.783544	\$254.3	\$262.0	\$269.8	\$277.9
8400000159	YOUNG DOWN D TR	400 PIRE ST	400 PHZ ST UNIT PA CINCHNATI CH 45202	0840009013900	\$1,395,950,00	\$488,582.50	5.821122	\$1,063.1	\$1,095.0	\$1137.A	\$1.161.7
\$500010008	WOWN OWN.	13 E FOURTH ST	301 E FOURTH ST #3300 CHCHNIATH OH 45202	001000101000000	\$306,430.00	\$107,250.50	8.994074	\$276.5	5284.8	\$295.3	\$302.2
	YUKONAK ALEKSAKOR	323 W FIFTH ST	323 WEST FIFTH ST UNIT 2W CINCHWATT OH 45203	1450001012000	\$196,090.00	568,631.50	14.971512	\$328.5	\$235.3	5242.4	5249.7
#1000000155	ZWWERMAN EFFECT	15 W FOURTH ST	215 STRATIOND DR. WINTER SHINGS PL 32708	0055601000000	\$312,280.00	\$109,298.00	6.069852	\$384.5	\$272.4	\$280.6	\$289.0
8300010338	ZMMERMANN ANY C TR	437 VINE ST	4733 HAMPTON POND RD MASON OH 45040	0430001039900	\$252,780.00	\$48,473.00	2,748313	\$202.0	\$208.0	\$214.3	\$220.7
14300010434	ZUSWAN ASSOCIATES LLC	THEMSE	4695 LAKE FOREST DR SLITE 100 CINCINIVATI OH 45242	1450001045400	\$4,780,390,00	\$1,673,136,50	523.868963	56,458.1	\$6651.8	\$4.850.9	\$7,057.2
7800010138	607 MAIN HOLDINGS LLC		11711 PRINCTON PIXE STE 3 331 CINCIANATI OH 45246	6780001013800	\$0.00	\$0.00		000	\$0.0	200	\$0.0
	AVANT LIVING LLC	ETHST	S25 VINE ST STE 1605 CHCINNATI OH 45202	0770003015500	\$0.00	\$0.00	The state of the s	200	\$00	500	500
770001011	27H STREET ATRUM GARAGE UP		222 463 MOUNTAIN VIEW DR. COLCHESTER VT 05446	0770003013100	\$505,200,00	\$176,820,00	135,1652	\$1,128.3	\$1,162.2	\$1.197.0	\$1,233.0
770003013400	2HK		223 463 MOUNTAIN VIEW DR. COLCHESTER VT 05446	0770003013400	\$11,745,290,00	\$4,110,851,50	71.3636	59,069.8	59,341.9	\$9.621.6	\$9,911.3
770040310 770004031000	007700020309 CMCNNATICTY 09		ATTN REAL ESTATE-THIRD PA 803 PLUM ST RM #522 CINCHWATI OH 45202	0770002031000	\$0.00	\$0.00		9005	50.0	80.0	\$0.0
l	ARCHRESHOP OF CHONNATI TR	29 EDSHTH ST	29 EBSHTH ST. CNONNATI OH 45202	0270003015300	50.00	\$0.00		900	900	005	\$0.0
00770001012 7700010122 77000101200	JI NAMOS	WALNUTST	1844 SR TYLER OR WILMINGTON NC 28405	0770003015200	\$0.00	\$0.00		600	500	500	\$0.0
#1000/00/200	HAMILTON COUNTY ON DO SOUTH COMMISSIONERS	W HEEDOM WY	128 E COURT ST #603 CINCINNATI OH 45262	#30007007200	\$4,110,140.00	\$2,138,556,00	907.4124	59,584.2	\$1,00,02	\$10,167.2	\$10,473.4
İ	CONTROL CONTRO	AMCA ST	118 E COURT ST REGISTROM 45202	83000700710000	\$18,694,050.00	\$6,542,917.50	907.4124	\$18,874.1	\$19,440.3	\$20,022.3	\$20,625.2
Ì	CA DAMAS COMPINED ACCORDING LLC	THE CHANGE OF	SA40 FRYSKING DR STE SOO DJALIN DH 43017	#3000200290000	\$5,877,400.00	\$2,407,090,00	645.6757	\$4,647.2	\$4.947.A	\$9215.7	\$9,493.2
7700020151	E16 RACE LLC	23 874 845 23	1904 SALIVER OF WELMBURDY RE 28405	0770001015100	20.00	00'05		900	200	50.0	200
001700020309 7700020309 770002030900	CNONNATICITOR	VAN CT	ATTA GEN COTATE TAININGS AND RELIES OF MARKET THAT AND COLUMNATE OF ACTION	Outstanding of the	200000000000000000000000000000000000000	Opine .		200	000	900	200
00770002030M 7700020308 770002030000	CINCMATICITOR	W SEVENTH ST	ATTN REAL ESTATE-ENGINEER BOT PLUM ST RM #122 CINCINNATI OM 45202	0220002030000	60.00	5541,448.00	20.728908	51,702.8	51,218.9	\$12760	51,314.4
007700020307 7700020307 770002030700	CINCMATICITY OF	W SEVENTH ST	801 PLUM ST ROOM 122 CINCHNATI OH 45202	0770002030300	50.00	4000	360 171267	62 014 0	(3 075.1	60 1174	63 301 6
830007001400 83000700140000	HAMILTON COUNTY OHIO BOARD OF COUNTY COMMISS THE	E PREEDOM WY	138 E COURT ST CINCINNATI ON 45202	83000300340000	\$16,362,170,00	\$5.726.759.50	681,7301	615,868.0	£16.364.7	Chance C	617 362 1
1700010118	CINCANATICITY OF	135 GARPIELD PL	ATTN REAL ESTATE-PARKING 801 PLUM ST RM #122 CINCHMATI DH 45202	0770001011800	\$11,568,890,00	\$4,049,111.50	126.560118	59.248.3	£9.525.8	69.810.9	\$10.106.4
7700020231	HG PEAR PROVIDENT LLC	GANO ST	3001 HACKBERRY RD IRVING TX 750630156	0770002023100	\$25,380.00	58.883.00		\$18.7	619.1	618 9	620.6
7700010169	PIATT PARK ASSOCIATES LIMITED PARTNERSHIP	135 GARRIELD PL		0770001016900	\$21,490.00	\$7,521.50		\$15.9	\$363	\$16.8	\$17.3
1700010164	CKSKEY JAMES 8	121 W MINTH ST	121 W NINTH ST CINCINNATION 45202	0770001016400	\$4,160,00	\$1.456.00	The second secon	\$3.1	\$1.2	533	53.4
	WMC GROUP LLC	25 & COURT ST	411 DAK STREET 2ND FL. CINCINNATI OH 45219	0760002046600	50.00	80.00		0005	80.0	005	\$0.0
1460006012200	LAKELAND WEST CAPITAL 43 LLC	895 CENTRAL AVE	SOZO LAKELAND CIR STE A WACO TX 76710	146000601220000	\$3,663,810.00	\$1,282,333.50	412.41	\$5,010.6	\$5,160.9	\$5,115.4	\$5,475.5
7600010234	CHCNNATICITOR	250 W COURT ST	BOT PLUM ST ROOM 122 CINCHWATI OH 452025704	0760001023400	\$160,650,00	\$56,227.50	603.098894	\$3,490.6	\$3,593.3	\$1,702.9	\$3,814.4
Ì	HAMILTON COUNTY LAND REUTILIZATION	1 COURTS!	3 E FOURTH ST STE 300 CINCHANATI OH 45202	0760002046500	50.00	0005		50.0	200	600	50.0
00017000000	UTILE CAPITAL PARTNERS LIC	621 EMEMBING WY	3755 EIGHTY SECOND ST SUITE 300 INDIAMAROLIS IN 46240	84000402350000	\$39,551,630.00	\$13,843,140.50	314.59	\$30,957.7	\$31,886.4	\$12,840.9	\$33,829.8
00/6/0010253 /600010233 /60001025300	16300	138 W COURT ST	2105 CENTRAL AVE CINCINNATI ON 45234	0760001025300	\$222,640.00	\$77,924.00	48,8003	\$437.2	\$450.3	\$463.8	\$477.8
ACCOUNTS TRANSPORTED TRANSPORTED TO THE PERSON NAMED TO THE PERSON	713 OF 117	223 W FOURTH ST	1826 RACE ST CINCHINATI OH 45302	145000101580000	\$716,710.00	\$250,848.50	234.58	\$1,840.7	\$1,895.9	\$1,952.6	\$2,011.4
7500010746	CINCHARIGITOR	SYCAMORE ST	801 PLUM ST ROOM 122 CINCINNATI OH 452025704	0750001024600	60.00	5000		905	000	00%	50.0
	CHARLETTON	CAPTARACTE CT	Acts to take the furthers and the state of t								



**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.

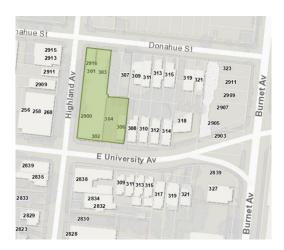
Attachment: Project Outline and Proposed Incentive

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 Ranges	TBD
Median 1-BD Rent Affordable To	TBD
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  Plan Cincinnati Goals	Most Recent Presentation Community Council (CC) on May 14, 2025. Community Engagement Meeting held on August 26, 2025. CC has provided letter of support.
1 Ian Omeninan Goals	Compete Initiative Area Goal (p. 101-107)

# **Project Image and Site Map**





# $\underline{\textbf{Proposed Incentive}}$

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	

### **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.

# 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 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

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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.

(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. <u>Insurance</u>.

- (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

- (ii) 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.
- **9.** 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, 7<sup>th</sup> 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.

10. 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):

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- (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) Entire Agreement: Conflicting Provisions. 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).

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- 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 DEVELOPMENT CORPORATION, an Ohio nonprofit corporation
By: Sheryl M.M. Long, City Manager	Ву:
Date:, 2025	Printed Name:
	Title:
	Date:, 2025
APPROVED AS TO FORM:	
Assistant City Solicitor	
CERTIFIED DATE:	
FUND/CODE:	
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 adeed 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">Exhibit A</a> (Legal Description) hereto (collectively, the "Property").
B. The City and Owner are parties to that certain <i>Funding Agreement</i> 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.  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.
- Covenants to Run with the Land. 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 acknowle	ledgement 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 by, the, the	before me this day of, 2025 of the Corryville Communit
	uon, on benail of the corporation.
	Notary Public
	Notary Public
	Notary Public
Approved as to Form:	Notary Public
	Notary Public
Approved as to Form:	Notary Public
Approved as to Form:	Notary Public
Approved as to Form:  Assistant City Solicitor	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 SREs

- (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. (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) <u>Requirement</u>. 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) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

- (J) <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