# CALENDAR

# **Cincinnati City Council**

Wednesday, May 7, 2025	2:00 PM	Council Chambers, Room 300

### **ROLL CALL**

### PRAYER AND PLEDGE OF ALLEGIANCE

### FILING OF THE JOURNAL

## **MS. KEARNEY**

1. <u>202500952</u> RESOLUTION, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, RECOGNIZING Co-op Cincy and EXPRESSING the support of the Mayor and Council for Co-op Cincy during the International Year of Cooperatives as declared by the United Nations.

Recommendation PASS

<u>Sponsors:</u> Kearney

## **MS. OWENS**

2. <u>202500963</u> **RESOLUTION**, submitted by Councilmember Owens, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** May 6 through 12, 2025 as Nurses and Healthcare Professionals Week, and honoring the University of Cincinnati Medical Center Registered Nurse Association for its dedication and service.

Recommendation PASS

<u>Sponsors:</u> Owens

## **CITY MANAGER**

**3.** <u>202500930</u> **REPORT,** dated 5/7/2025, submitted Sheryl M. M. Long, City Manager, regarding funding sources for businesses impacted by City construction projects. (Reference Document # 202402527)

Recommendation BUDGET AND FINANCE COMMITTEE

<u>Sponsors:</u> City Manager

<u>202500931</u>
 **REPORT**, dated 5/7/2025, submitted Sheryl M. M. Long, City Manager, regarding examination of Camp Washington Zoning Diagnostic. (Reference Document # 202402541)

<u>Recommendation</u> EQUITABLE GROWTH & HOUSING COMMITTEE

<u>Sponsors:</u> City Manager

**5.** <u>202500933</u> **REPORT**, dated 5/7/2025 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Good Seeds Holding Inc, DBA Fries Cafe, 3245-47

Jefferson Avenue. (#3328348, TRFO, D1 D2 D3 D3A D6) [Objections:None]

Recommendation FILE

<u>Sponsors:</u> City Manager

6. <u>202500934</u> REPORT, dated 5/7/2025 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for SSA Group LLC, 1301 Western Avenue Concourse/Mezz & Rotunda 1st FI & Lower Lvl Omnimax & 4th Landing & 5th Tower A. (#76432140025, TRFO, D1 D2 D3 D6) [OBJECTIONS: None]

Recommendation FILE

<u>Sponsors:</u> City Manager

7. <u>202500935</u> **REPORT**, dated 5/7/2025, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for 2025 AfriFest: Taste of Africa.

<u>Recommendation</u>FILE

- <u>Sponsors:</u> City Manager
- 8. 202500938 ORDINANCE (EMERGENCY) submitted by Sheryl M. M. Long, City Manager, on 5/7/2025, AUTHORIZING the City Manager to execute a Development Agreement with 441 Vine Street Owner LLC, an affiliate of Victrix Investments LLC, pertaining to the mixed-use redevelopment of an existing structure located at Units 2 and 3, W. Fifth Street in the Central Business District of Cincinnati, which is property commonly known as the Carew Tower, and providing for City assistance to the project in the form of a rebate of a portion of the service payments in lieu of taxes imposed in connection with a proposed thirty-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.41, subject to the passage by Council of a separate ordinance authorizing such tax exemption. (Subject to the Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>).

Recommendation BUDGET AND FINANCE COMMITTEE

<u>Sponsors:</u> City Manager

**9.** <u>202500939</u> **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/7/2025, **APPROVING AND AUTHORIZING** the City Manager to execute a First Amendment to Community Reinvestment Area Tax Exemption Agreement with Rhinegeist Properties, LLC, authorizing a five-year extension to an existing tax exemption previously authorized by Council for 100 percent of the value of improvements made to real property located at 1910 Elm Street, in the Over-the-Rhine neighborhood of Cincinnati.

Recommendation BUDGET AND FINANCE COMMITTEE

<u>Sponsors:</u> City Manager

**10.** <u>202500940</u> **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/7/2025, **AUTHORIZING** the payment of \$14,057 from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation to CCH Incorporated for outstanding charges related to software licenses and maintenance services from January 1, 2025 through December 31, 2025.

Recommendation BUDGET AND FINANCE COMMITTEE

### <u>Sponsors:</u> City Manager

**11.** <u>202500941</u> **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/7/2025, **AUTHORIZING** the City Manager to execute a funding agreement with Adopt A Class to provide one-time operational support to the program; **AUTHORIZING** the City Manager to expend existing resources of up to \$20,000 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to Adopt A Class; and **DECLARING** such expenditure to serve a public purpose.

Recommendation BUDGET AND FINANCE COMMITTEE

<u>Sponsors:</u> City Manager

12. **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, 202500942 on 5/7/2025, ESTABLISHING new capital improvement program project account no. 980x199x251928, "Walnut Hills Recreation Improvements RCF," for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area; AUTHORIZING the City Manager to accept a donation of \$150,000 from the Reds Community Fund for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area: AUTHORIZING the Director of Finance to deposit \$150,000 from the Reds Community Fund into Fund 319x8571, "Contributions For Recreation Purposes," for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area; AUTHORIZING the City Manager to transfer and appropriate \$150,000 from the unappropriated surplus of Fund 319, "Contributions For Recreation Purposes," into newly established capital improvement program project account no. 980x199x251928, "Walnut Hills Recreation Improvements RCF," for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area; and AUTHORIZING the City Manager to accept an in-kind donation of goods and professional services from the Reds Community Fund valued at up to \$850,000 for the installation of a synthetic baseball infield and various improvements that include Bush Recreation Center, Ashland Recreation Area, and improvements to the Avondale T-ball field.

Recommendation BUDGET AND FINANCE COMMITTEE

<u>Sponsors:</u> City Manager

13. ORDINANCE (EMERGENCY) submitted by Sheryl M. M. Long, City Manager, 202500943 on 5/7/2025, AUTHORIZING the transfer of \$10,676,473 existing within certain Restricted Funds and the unappropriated surplus of certain Restricted Funds according to the attached Schedules of Transfer to realign and provide resources for the ongoing needs of City departments through the end of FY 2025; ESTABLISHING new capital improvement program project account no. 980x981x252534, "Fleet Replacements - Pharmacy Vehicle," to provide resources for the Cincinnati Health Department to acquire or replace automotive or motorized equipment necessary to facilitate pharmacy delivery services; and **AUTHORIZING** the transfer and appropriation of \$40,000 from the unappropriated surplus of Cincinnati Health District Fund 416 to newly established capital improvement program project account no. 980x981x252534, "Fleet Replacements - Pharmacy Vehicle," to provide resources for a pharmacy delivery vehicle.

### Recommendation BUDGET AND FINANCE COMMITTEE

<u>Sponsors:</u> City Manager

**14.** 202500944 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/7/2025, **ACCEPTING AND CONFIRMING** the dedication to public use of Lots 1-14 of Erkenbrecher Avenue Subdivision and Dedication Plat as a portion of Erkenbrecher Avenue, a public right-of-way for street purposes in the Avondale and Corryville neighborhoods of Cincinnati.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

ORDINANCE (EMERGENCY) submitted by Sheryl M. M. Long, City Manager, 15. 202500945 on 5/7/2025, AUTHORIZING the transfer of \$23,971,572 within the General Fund from and to various operating accounts and the unappropriated surplus of the General Fund according to the attached Schedules of Transfer to realign and provide funds for the ongoing needs of City departments; AUTHORIZING the transfer of \$5,800,000 from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050; AUTHORIZING the transfer and appropriation of \$120,000 from the unappropriated surplus of General Fund 050 to capital improvement program project account no. 980x255x232520, "Centennial II Office Renovation," to provide resources for the renovation of Department of Economic Inclusion office space; **AUTHORIZING** the transfer and appropriation of the sum of \$180,000 from the unappropriated surplus of General Fund 050 to capital improvement program project account no. 980x981x252505, "Fleet Replacements," to provide resources for the partial replacement of a Public Services vehicle damaged in service; AUTHORIZING the transfer of the sum of \$30,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Citizen Job Fund 308 to provide resources for future targeted recruitment initiatives in the Department of Human Resources; AUTHORIZING a fund advance and transfer of \$600,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Parking Meter Fund 303 to be used for operations and to be repaid with future parking meter revenue; and **DECLARING** that the expenditures within the Schedules of Transfer serve a public purpose.

Recommendation BUDGET AND FINANCE COMMITTEE

<u>Sponsors:</u> City Manager

**16.** <u>202500946</u> **RESOLUTION (LEGISLATIVE) (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/7/2025, **APPROVING** the Hamilton County 9-1-1 final plan for implementing and operating a countywide 9-1-1 system.

Recommendation PUBLIC SAFETY & GOVERNANCE COMMITTEE

<u>Sponsors:</u> City Manager

**17.** <u>202500967</u> **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/7/2025, **AMENDING** Attachment A to Ordinance No. 340-2020 to remove the School for Creative and Performing Arts from the special assessment for the Over-the-Rhine South Special Improvement District for service plan years 2023 and 2024; and **AUTHORIZING** the Hamilton County Auditor to remove the special assessment for plan years 2023 and 2024 levied upon the property of the School for Creative and Performing Arts, Parcel No. 076-0001-0166-00.

<u>Recommendation</u> BUDGET AND FINANCE COMMITTEE

<u>Sponsors:</u> City Manager

## **CLERK OF COUNCIL**

**18.** <u>202500936</u> **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Doug Moormann, Lobbyist, 700 Walnut Street Suite 450, Cincinnati, Ohio 45202 (Trowbridge Capital Partners)

Recommendation FILE

<u>Sponsors:</u> Clerk of Council

**19.** <u>202500937</u> **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Doug Moormann, Lobbyist, 700 Walnut Street Suite 450, Cincinnati, Ohio 45202 (Sunflower Development Group)

### Recommendation FILE

<u>Sponsors:</u> Clerk of Council

**20.** <u>202500968</u> **PETITION (REVISED)**, submitted by the Clerk of Council, from Joseph J. Braun, from Strauss Tory Attorneys at Law, regarding the Referendum Petition on City of Cincinnati Ordinance No. 0097-2025 being filed pursuant to Article II, Section 8(3) of the Charter of the City of Cincinnati.

### Recommendation FILE

- <u>Sponsors:</u> Clerk of Council
- **21.** <u>202500969</u> **PETITION**, submitted by the Clerk of Council, from Joseph J. Braun, from Strauss Tory Attorneys at Law, regarding the Referendum Petition on City of Cincinnati Ordinance No. 0097-2025 being filed pursuant to Article II, Section 8(3) of the Charter of the City of Cincinnati.

### Recommendation FILE

- Sponsors: Clerk of Council
- **22.** <u>202500970</u> **COMMUNICATION**, submitted by the Clerk of Council, from Emily Smart Woerner, City Solicitor, Pursuant to Article II, Section 8 (A)(4) of the Charter of the City of Cincinnati, I have reviewed the enclosed certified copy of a petition submitted by Joseph J. Braun to the Clerk of Council on May 2, 2025. The certified copy of the petition meets the requirements as to form provided by the Charter.

### Recommendation FILE

<u>Sponsors:</u> Clerk of Council

## **BUDGET AND FINANCE COMMITTEE**

**23.** 202500889 **RESOLUTION (LEGISLATIVE) (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, **AUTHORIZING** tax levies for the calendar year beginning January 1, 2026, certifying them to the Hamilton County Auditor pursuant to R.C. Section 5705.34, and requesting the County Auditor and County Treasurer to pay monies that may be in the County Treasury and are lawfully applicable to the purpose of this calendar year to the City Treasurer pursuant to R.C. Section 321.34.

**Recommendation PASS EMERGENCY** 

Sponsors: City Manager

24. 202500918 ORDINANCE (EMERGENCY) submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, AUTHORIZING the payment of \$13,298.48 from Emergency Communications Center General Fund non-personnel operating budget account no. 050x103x0000x7289 as a moral obligation to Voiance Language Services, LLC (Cyracom International Inc.) for outstanding charges related to over-the-phone interpretation services.

Recommendation PASS EMERGENCY

<u>Sponsors:</u> City Manager

**25.** 202500919 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, **AUTHORIZING** the payment of \$7,985.21 from the capital improvement program project account no. 980x199x6000x7671x231901, "Recreation Facilities Renovation," as a moral obligation to Perkins Carmack Construction, Inc. for outstanding charges related to the construction of the Eastside Recreation Center.

Recommendation PASS EMERGENCY

<u>Sponsors:</u> City Manager

26. **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, 202500922 on 4/30/2025, AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$194,990 from the Ohio Public Works Commission ("OPWC") Clean Ohio Green Space Conservation Program to acquire approximately one-third of an acre of property located at the corner of Parkside Place and Martin Drive in Mt. Adams (Parcel ID 007200020288) (the "Property") for permanent public access and greenspace preservation and to fund improvements to the Property, including but not limited to trails, trees, and benches (the "Improvements"); ESTABLISHING new capital improvement program project account no. 980x203x252043, "Mt. Adams Greenspace Acquisition - OPWC," to provide resources for the acquisition of the Property and for the Improvements; AUTHORIZING the Director of Finance to deposit up to \$194,990 of the OPWC Clean Ohio Green Space Conservation Program grant resources into newly established capital improvement program project account no. 980x203x252043, "Mt. Adams Greenspace Acquisition - OPWC"; **AUTHORIZING** the City Manager to accept a donation of up to \$107,835 from the Cincinnati Parks Foundation to acquire the Property for permanent public access and greenspace preservation and to fund the Improvements; **AUTHORIZING** the Director of Finance to accept and deposit up to \$107,835 of the donated funds into Parks Private Endowment and Donations Fund 430: ESTABLISHING new capital improvement program project account no. 980x203x252044, "Mt. Adams Greenspace Acquisition - Donation," to provide resources for the acquisition the Property for permanent public access and greenspace preservation and for the Improvements; and AUTHORIZING the transfer and appropriation of up to \$107,835 in donated funds from Parks Private Endowment and Donations Fund 430 to newly established capital improvement program project account no. 980x203x252044, "Mt. Adams Greenspace Acquisition - Donation."

### **Recommendation** PASS EMERGENCY

<u>Sponsors:</u> City Manager

27. 202500923 ORDINANCE (EMERGENCY) submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, AUTHORIZING the establishment of capital improvement program project account no. 980x203x252042, "Glenway Park Improvement - ODNR," to provide grant resources for improvements to Glenway Park; AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$50,082 from the Ohio Department of Natural Resources NatureWorks grant program to newly established capital improvement - ODNR," to provide grant resources for improvement program project account no. 980x203x252042, "Glenway Park Improvement - ODNR," to provide grant resources for improvements to Glenway Park; and AUTHORIZING the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x203x252042, "Glenway Park Improvement - ODNR," to provide grant resources for improvement program project account no. 980x203x252042, "Glenway Park Improvement - ODNR," to provide grant resources for improvement program project account no. 980x203x252042, "Glenway Park Improvement - ODNR," to provide grant resources for improvement program project account no. 980x203x252042, "Glenway Park Improvement - ODNR," to provide grant resources for improvement program project account no. 980x203x252042, "Glenway Park Improvement - ODNR."

Recommendation PASS EMERGENCY

<u>Sponsors:</u> City Manager

28. 202500921 ORDINANCE submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$175,000 through the FY 2025 Police Reform and Equitable Justice Grant Program from the United States Conference of Mayors and the Target Corporation to support and promote police policies and practices shown to be effective in advancing equitable treatment of all residents of Cincinnati; and AUTHORIZING the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 25TUSM.

### Recommendation PASS

<u>Sponsors:</u> City Manager

**29.** <u>202500920</u> **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, **AUTHORIZING** the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament; and **AUTHORIZING** the Director of Finance to deposit the resources donated to or generated by the event into Fund No. 319, "Contributions for Recreation Purposes."

Recommendation PASS EMERGENCY

<u>Sponsors:</u> City Manager

**30.** <u>202500924</u> **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/30/2025, **APPROVING AND AUTHORIZING** the execution of a Job Creation Tax Credit Agreement with Waites Sensor Technologies, Inc., a Delaware corporation, pursuant to which the company agrees to create 48 new jobs at 1045 W. 8th Street in the Queensgate neighborhood of Cincinnati and, for a period of seven years, the City agrees to provide an income tax credit equal to forty percent of City income tax revenue from such new jobs.

**Recommendation PASS EMERGENCY** 

<u>Sponsors:</u> City Manager

## SUPPLEMENTAL ITEMS

# EQUITABLE GROWTH & HOUSINGS COMMITTEE

**31.** <u>202500754</u> **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/16/2025, **AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 198 E. McMillan Street and 237 William H. Taft Road in the Mt. Auburn neighborhood from the OG-T, "Office General-Transportation," zoning district to Planned Development District No. 104, "Chick-fil-A."

### Recommendation PASS

<u>Sponsors:</u> City Manager

### ANNOUNCEMENTS

Adjournment



152 Date: May 7, 2025

To: Vice Mayor Jan-Michele Lemon Kearney

From: Emily Smart Woerner, City Solicitor

Subject: Resolution – Recognizing Co-op Cincy

Transmitted herewith is a resolution captioned as follows:

**RECOGNIZING** Co-op Cincy and **EXPRESSING** the support of the Mayor and Council for Co-op Cincy during the International Year of Cooperatives as declared by the United Nations.

EESW/CNS(dbr) Attachment 419992

CNS

FESW

## RESOLUTION NO. \_\_\_\_\_ - 2025

**RECOGNIZING** Co-op Cincy and **EXPRESSING** the support of the Mayor and Council for Co-op Cincy during the International Year of Cooperatives as declared by the United Nations.

WHEREAS, cooperatives, or co-ops, are businesses owned and democratically controlled by their members—those who use their services or purchase their goods—ranging in size from the local corner store to Fortune 500 companies, restaurants, grocery stores, utilities, and credit unions; and

WHEREAS, co-ops promote inclusive economic participation through shared ownership, democratic decision-making, and community wealth-building; and

WHEREAS, co-ops serve as stable, long-term employers, reinvesting profits locally and supporting entrepreneurship through workforce training and leadership development; and

WHEREAS, studies show co-ops offer better wages, benefits, and worker retention compared to traditional businesses; and

WHEREAS, Cincinnati is home to over forty cooperatives across sectors including education, finance, food, housing, and worker-owned; and

WHEREAS, co-ops are expanding both through new start-ups and conversions of existing businesses, often filling key community gaps such as job training for returning citizens, green energy solutions, childcare, and food access; and

WHEREAS, co-ops support business succession planning, enabling employees or community members to collectively assume ownership, preserving jobs and local wealth as many business owners retire; and

WHEREAS, other major cities, including New York, Chicago, and Madison, have launched initiatives to grow co-ops through outreach, education, and technical support; and

WHEREAS, Co-op Cincy plays a key role in developing the local co-op ecosystem and previously received a \$100,000 City grant in support of its work; and

WHEREAS, in 2023, Co-op Cincy led a delegation of nearly forty Southwest Ohio leaders—including former Councilmember Greg Landsman's Chief of Staff—to Spain's Mondragon Cooperatives, which employ over 70,000 people, to witness the regional impact of broad-based cooperative development firsthand; and

WHEREAS, Co-op Cincy will host its seventh biennial Union Co-op Symposium on October 17 and 18, 2025, welcoming over 200 participants from over 60 cities around the U.S. and multiple continents, and showcases Co-op Cincy's role in shaping the national union worker cooperative movement; and WHEREAS, the United Nations has declared 2025 the Year of Cooperatives, and the City joins in recognizing the value of cooperatives in advancing inclusive, equitable development for all, including women, people of color, Indigenous Peoples, and individuals with disabilities; now, therefore,

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

Section 1. The Mayor and this Council hereby recognize Co-op Cincy during the

International Year of Cooperatives as declared by the United Nations.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be

provided to Co-op Cincy through the office of Vice Mayor Jan-Michele Lemon Kearney.

Passed:\_\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:\_\_\_\_\_

Clerk

Submitted by Vice Mayor Jan-Michele Lemon Kearney



201560963 Date: May 7, 2025

To: Councilmember Meeka Owens

From: Emily Smart Woerner, City Solicitor

Subject: Resolution - Recognizing Nurses and Healthcare Professionals Week

Transmitted herewith is a resolution captioned as follows:

**RECOGNIZING** May 6 through 12, 2025 as Nurses and Healthcare Professionals Week, and honoring the University of Cincinnati Medical Center Registered Nurse Association for its dedication and service.

EESW/KKF(dbr) Attachment 419936

KKF

TESW

RESOLUTION NO. - 2025

**RECOGNIZING** May 6 through 12, 2025 as Nurses and Healthcare Professionals Week, and honoring the University of Cincinnati Medical Center Registered Nurse Association for its dedication and service.

WHEREAS, nurses and healthcare professionals are the backbone of our healthcare system, providing compassionate, high-quality care to the residents of Cincinnati and beyond; and

WHEREAS, the week of May 6 through 12, 2025, is nationally recognized as Nurses and Healthcare Professionals Week, a time to acknowledge the invaluable contributions of these individuals to our community's health and well-being; and

WHEREAS, the University of Cincinnati Medical Center Registered Nurse Association ("Association") represents a dedicated group of nursing professionals committed to excellence in patient care, advocacy, and professional development; and

WHEREAS, the Association has demonstrated unwavering commitment to advancing the nursing profession, supporting its members, and enhancing healthcare delivery within the University of Cincinnati Medical Center and the broader community; and

WHEREAS, Council recognizes the critical role that nurses and healthcare professionals play in maintaining public health, responding to emergencies, and providing essential services that improve the quality of life for all citizens; now, therefore,

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

Section 1. That the Mayor and this Council hereby proclaim the week of May 6 through

12, 2025, as Nurses and Healthcare Professionals Week in Cincinnati.

Section 2. That Council honors and expresses its deepest gratitude to the University of

Cincinnati Medical Center Registered Nurse Association for their exceptional service,

dedication, and contributions to the health and welfare of our community.

Section 3. That a copy of this resolution be spread upon the minutes of Council and that a copy be provided to the University of Cincinnati Medical Center Registered Nurse Association through the office of Councilmember Meeka Owens.

Passed:\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:\_\_\_\_\_

Clerk

Submitted by Councilmember Meeka Owens



May 7, 2025

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

Subject: Funding Sources for Businesses Impacted by City Construction Projects

## Reference Document # 202402527

At its session on December 18, 2024, City Council adopted and referred the following item for review and report:

**MOTION**, submitted by Councilmember Walsh and Vice-Mayor Kearney, to provide a report on available funding to small businesses impacted by road closures, **WE MOVE** that the Administration provide a report within 60 days on potential grants, loan funding programs, and possible funding sources for businesses impacted by City construction projects.

## **INTRODUCTION**

This report has been prepared in response to concerns about the potential impact of Cityinitiated road closures, particularly emergency road repairs on small businesses located in neighborhood business districts. The goal of this report is to present City Council with a range of potential options to support businesses that may be affected during periods of disruption.

Specifically, this report outlines short-term grant or loan structures that could be implemented to assist impacted businesses and explores the feasibility of developing broader support programs. It also reviews similar initiatives in other cities, including Salt Lake City's Small Business Construction Mitigation Grant and San Antonio's Small Business Construction Support Grant Program, to inform recommendations that are responsive to Cincinnati's local market.

## ANALYSIS

At present, the City does not have any dedicated grant or loan programs designed to address business disruption caused by City-initiated construction projects. The Administration is also unaware of any such programs offered through its existing small business ecosystem partners. Additionally, a local microlender has indicated that it has not received short-term loan requests from small businesses specifically for this purpose.

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### SALT LAKE CITY SMALL BUSINESS CONSTRUCTION MITIGATION GRANT

Salt Lake City launched its Small Business Construction Mitigation Grant program in 2021 to help businesses survive disruptions caused by major public infrastructure projects, including work along 200 South, 300 West, and 900 South. Funds through the program are intended to support and reimburse costs associated with increasing awareness of the businesses affected by ongoing improvements (including but not limited to enhanced marketing, advertising, and incentives for customers) or can be used to offset rent/mortgage expenses.

The program is administered by city staff, given the relatively simple qualification requirements. Initially, the maximum grant amount was \$2,000 per business, but in response to feedback from the business community, it was increased to \$3,000 in 2024. That year, the City received 271 applications, approving 233 for a total of \$699,000 in awarded funds. In 2023, the City awarded \$201,000.

While the exact source of funds is unclear, the program is viewed as an effective tool for supporting business continuity during construction, contributing to job retention and minimizing closures. However, program administrators have flagged potential fraud risks, including the use of improper business addresses or questionable financial documentation.

### <u>CITY OF SAN ANTONIO'S SMALL BUSINESS CONSTRUCTION SUPPORT</u> <u>GRANT</u>

San Antonio's Small Business Construction Support Grant has been administered over three funding rounds, with each round allocating between \$1 million and \$1.5 million in grants. Grants of up to \$35,000 are awarded to small businesses impacted by city-led construction projects within eight specific construction zones (as identified by the City) where work commenced between June 2020 and February 2023. The grant funds can be used for working capital, M&E, payroll/healthcare benefits, contract labor, supplier payments, rent/lease/mortgage payments tied to the business property, utility payments tied to the business property, and costs incurred due to "critical business operations". These grant funds cannot be used to make distributions to owners/investors or acquire new assets. The program is managed externally by LiftFund, a nonprofit economic development organization and community development corporation.

The initiative began with funding from the American Rescue Plan Act (ARPA), though current funding sources are less clear. San Antonio's program is widely seen as a local success, with follow-up surveys showing that 95% of businesses receiving support remained open. City officials credit the program with supporting job retention and business survival during periods of high disruption. Like Salt Lake City, San Antonio emphasizes the importance of safeguarding against fraud, particularly around verifying business location and financial need.

## **CONSIDERATIONS FOR A CINCINNATI PROGRAM**

Should City Council wish to pursue a support program, a dedicated grant fund would need to be established. The purpose of this fund would be to help offset potential revenue losses experienced by small businesses during City-initiated Road closures, particularly in neighborhood business districts.

The parameters of such a program could include the following:

- Working with our Department of Transportation and Engineering (DOTE) to define boundaries designated as areas impacted by road closures. This may include construction in close proximity to:
  - Businesses located within the designated boundaries that have limited alternative access routes for customers;
  - Businesses are service or retail-oriented in nature (i.e. foodservice operators and consumer goods retailers, etc.) and can demonstrate the need for substantial foot traffic to sustain their business operations.

Similar to the programs in Salt Lake City and San Antonio, a maximum annual grant amount for any one eligible small business should be established. Eligible businesses could use grant funds for business-related operating expenses to facilitate the continued operation of the business for the duration of the road closure. Eligible uses may include, but not be limited to, the following:

- Rent or mortgage payments
- Utilities
- Marketing Materials & Signage
- Employee Salaries & Fringe Benefits

Property improvements (buildouts, façade work, roof repair, etc.) would not be considered eligible expenses.

Similar to the program in San Antonio, the City could require that qualifying businesses demonstrate experienced revenue losses during the timeframe of the road closures. One way that this can be done is to compare month and year gross revenues from the previous year to month and year gross revenues of the current, road closure-impacted period. A list of required documents to include with an application might include the following:

- Proof of business registration with the Ohio Secretary of State
- Proof of business address
- Filed tax returns from the previous year
- Recent business bank statement
- Previous year and current year profit and loss statement

A program administrator would need to be established with an aim to administer the program efficiently, with a focus on quickly disbursing funds to eligible businesses. Smaller grant awards could be processed more swiftly through streamlined administrative procedures, while larger awards may require additional steps to ensure appropriate oversight.

Lastly, in administering eligibility for the grant program, the program administrator cannot forecast the total amount of actual lost revenue attributable to a road closure. Actual lost revenue depends on the specific business, the location of said business, the scope of the Cityinitiated construction project, the timing of the road closure and pre-closure business revenues, and how the road closure impacts traffic flow. The intent of the grant program would not be to replace lost revenues but instead help offset potential losses in order for businesses to continue operating during and after construction has been completed.

## NEXT STEPS

If City Council directs the establishment of the program described above, DOTE could identify a list of infrastructure projects that are planned for the next fiscal year, and DCED would collaborate with DOTE on defining boundaries to designate as "impacted areas" for this program. This process could help lead to a determination of an estimated maximum amount of grant funds needed for the program based upon a count of businesses anticipated to be impacted by upcoming construction.

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

# City of Cincinnati



801 Plum Street, Suite 348 Cincinnati, Ohio 45202

Email seth.walsh@cincinnati-oh.gov Web www.cincinnati-oh.gov

Seth Walsh Conncilmember

12/9/2024

### MOTION

To provide a report on available funding to small businesses impacted by road closures

**WE MOVE** that the Administration provide a report within 60 days on potential grants, loan funding programs, and possible funding sources for businesses impacted by City construction projects.

### STATEMENT

The repairs along Riverside Drive and Edwards Road have caused unintentional and unintended harm to small businesses located adjacent to the projects. The work of keeping our streets well-maintained is important, but many small businesses still have a loss of profit during periods of road closure along our neighborhood business districts. Particularly in the case of emergency road repairs, these businesses often have very little lead time to adjust their planned expenditures to adjust for major road closures.

This report should include short-term grant funding or loan structures for the impacted small businesses and explore opportunities to create support programs for these businesses during periods of road closures in our neighborhood business districts. Administration should explore existing programs from other cities, including Salt Lake City's Small Business Construction Mitigation Grant and the City of San Antonio's Small Business Construction Support Grant Program.

Councilmember Seth Walsh

Vice Mayor Jan-Michele Kearney



May 7, 2025

To: Mayor and Members of City Council

202500931

From: Sheryl M.M. Long, City Manager

## Subject: Examination of Camp Washington Zoning Diagnostic

## Reference Document # 202402541

At its session on December 18, 2024, City Council adopted and referred the following item for review and report:

WE MOVE that the administration review the recently completed zoning diagnostic report prepared for the Camp Washington Urban Redevelopment Corporation (CWURC) to identify the best course of action for the revitalization of the Camp Washington neighborhood.

FURTHER WE MOVE that the administration consider the identification of strategies to lessen the impact of tow yards/lots that have arisen in Camp Washington to improve the quality of life for the residents of that neighborhood.

## BACKGROUND

The Department of Community and Economic Development (DCED) has been made aware of stakeholder concerns in the Camp Washington neighborhood regarding the proliferation of towing yards near residential and business district areas.

DCED recently engaged with the Camp Washington Urban Redevelopment Corporation (CWURC) and obtained a copy of the zoning diagnostic report produced by ZoneCo, LLC on behalf of CWURC.

# ANALYSIS

The ZoneCo report highlights the unique characteristics of Camp Washington, a neighborhood where residential and manufacturing uses have coexisted in close proximity for generations. This high-density urban environment includes numerous architecturally significant buildings. CWURC and other Camp Washington stakeholders are focused on revitalizing the community through renovation and land redevelopment. Key priorities for the neighborhood include improving the housing stock, revitalizing the business district, and preserving or enhancing legacy manufacturing uses. Towing and parking lots, particularly when occupying prominent street frontage, are generally not considered by the

community to be beneficial or to represent the highest and best use of valuable land, such as MG-zoned parcels.

The report provides recommendations on potential zoning changes, including 'urban mix' or 'innovation' designations, which ZoneCo believes would better align with Camp Washington's strategic priorities than the current zoning.

### NEXT STEPS

Since receipt of the ZoneCo report, the Department of City Planning and Engagement is now in the process of conducting a thorough zoning study, using the recommendations in the ZoneCo report as a resource.

The zoning study is expected to be completed in Spring 2025 with any recommended zoning map or text amendments to be considered by City Planning Commission and City Council by Fall 2025.

cc: Markiea L. Carter, Director, Department of Community & Economic Development Katherine Keough-Jurs, Director, Department of City Planning and Engagement



Date: May 7, 2025

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

From: Sheryl M. M. Long, City Manager

202500933

Subject: Liquor License – TRFO

### FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION:	3328348
PERMIT TYPE:	TRFO
CLASS:	D1 D2 D3 D3A D6
NAME:	GOOD SEEDS HOLDING INC
DBA:	FRIES CAFE
	3245-47 JEFFERSON AVE
	CINCINNATI, OH 45220

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

On April 1, 2025, the Clifton Towne Meeting was notified and do not object.

Police Department RecommendationObjectionNo Objection

David M. Laing, Assistant City Prosecutor Law Department - Recommendation Objection
 No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: May 23, 2025.



Date: May 7, 2025

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

From: Sheryl M. M. Long, City Manager

202500934

Subject: Liquor License – TRFO

### FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION:	76432140025
PERMIT TYPE:	TRFO
CLASS:	D1 D2 D3 D6
NAME:	SSA GROUP LLC
	AKA SSA OHIO LLC
	1301 WESTERN AVE
	CONCOURSE/MEZZ & ROTUNDA 1 <sup>ST</sup> FL
	& LOWER LVL OMNIMAX & 4 <sup>TH</sup> LANDING
	& 5 <sup>th</sup> Tower A
	CINCINNATI, OH 45203
DBA:	NONE LISTED

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

On April 1, 2025, the West End Community Council was notified and do not object.

Police Department RecommendationObjectionNo Objection



Date: 5/7/2025

To:	Mayor and Members of City Council	202500935
From:	Sheryl M. M. Long, City Manager	202500755
Subject:	SPECIAL EVENT PERMIT APPLICATION: 2025 AfriFest	: Taste of Africa

In accordance with Cincinnati Municipal Code, Chapter 765; Prince Ellis has submitted a Special Event Permit Application Form to the Chief of Police. The Special Event Permit Application has been reviewed by the following department(s): Cincinnati Police Department, Fire Department, Health Department, Parks Department, Department of Building and Inspections, Department of Community and Economic Development, Department of Finanace, Department of Public Services, and Department of Transportation and Engineering. There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE:	2025 AfriFest: Taste of Africa
EVENT SPONSOR/PRODUCER:	APNET
CONTACT PERSON:	Prince Ellis
LOCATION:	Sawyer Point Park
DATE(S) AND TIME(S):	07/19/2025 12:00pm—07/19/2025 9:00pm
EVENT DESCRIPTION:	AfriFest: Taste of Africa is an annual, family-friendly festival that celebrates the richness and diversity of African and Caribbean heritage, bringing our community together in the heart of Cincinnati. Open to the general public, AfriFest provides residents and visitors a vibrant cultural experience with African and Caribbean arts, music, dance, cuisine, and crafts
ANTICIPATED ATTENDANCE:	5,000
ALCOHOL SALES:	YES. INO.
TEMPORARY LIQUOR PERMIT	HOLDER IS: APNET

cc: Colonel Teresa A. Theetge, Police Chief



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

May 7, 2025 202500938

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Authorizing Development Agreement with 441 Vine Street Owner, LLC

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a Development Agreement with 441 Vine Street Owner LLC, an affiliate of Victrix Investments LLC, pertaining to the mixed-use redevelopment of an existing structure located at Units 2 and 3, W. Fifth Street in the Central Business District of Cincinnati, which is property commonly known as the Carew Tower, and providing for City assistance to the project in the form of a rebate of a portion of the service payments in lieu of taxes imposed in connection with a proposed thirty-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.41, subject to the passage by Council of a separate ordinance authorizing such tax exemption.

### **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.

### **BACKGROUND/CURRENT CONDITIONS**

Originally completed in 1931, the Carew Tower complex consists of a 49-story office tower, an adjacent 28-story 800-room (now 561-room) Hilton Netherland Plaza Hotel (that is under separate ownership and excluded from the Project) above a shared base that houses a retail arcade, with two department stores and more than 20 boutique shops. Characterized as a fine example of Art Deco architecture, the Carew Tower and Netherland Plaza Hotel received the National Historic Landmark designation in 1994.

The office tower and retail arcade were premiere destinations for tenants over many decades, with significant reinvestment in the 1980s. However, the retail arcade faced challenges like many urban shopping centers during the second half of the 20th century, with the department stores vacating the building and other retail spaces closing by the mid-2010s.

Over the past two decades, Carew Tower has suffered from reduced demand for its office and retail spaces, resulting in deferred maintenance and a lack of investment resulting in continued decline. The rapid and persistent drop in office demand caused by the Covid-19 pandemic significantly accelerated and accentuated Carew Tower's systemic challenges, effectively ending any remaining potential to revive the tower for continued office use. The portions of the complex included in the Project (the 49-story office tower and the entire retail base) now sit vacant, with a few remaining retail tenants at the base but no office users remaining in the tower.

The Developer acquired Carew Tower in 2022 with the concept of converting vacant office space into Class A market rate apartment housing and revitalizing the existing retail base. Acknowledging that significant capital was needed beyond traditional lending and local subsidy to complete the endeavor, the Developer applied for and was subsequently awarded several state incentives, including Ohio historic preservation tax credits, transformational mixed-use development tax credits, and brownfield remediation grant funding for asbestos abatement.

### **DEVELOPER INFORMATION**

441 Vine Street Owner, LLC is an affiliate of Victrix Investments, LLC, ("Victrix") a real estate investment and development firm based in New York City. Victrix focuses on multi-family and hotel investments and targets adaptive reuse conversion projects. Victrix recently completed the 7 West 7th Apartments, consisting of converting floors 8-21 of the former Macy's headquarters building into 341 market rate apartment units. Outside of Cincinnati, Victrix also recently completed the LiveWell Apartments, an office to residential project consisting of 253 market rate apartment units in Pittsburgh, Pennsylvania.

### **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance. The reason for the emergency is the immediate need to enable the parties to execute the Development Agreement as soon as possible so that the Developer can promptly commence the Project, thereby creating significant economic benefit and enhancement to the City at the earliest possible time.

Attachment: Project Outline and Proposed Incentive

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

Project Name	Carew Tower Redevelopment				
Street Address	441 Vine Street (Units 2 and 3)				
Neighborhood	Central Business District				
Property Condition	Largely Vacant Building				
Project Type	Renovation				
Project Cost	Hard Construction Costs: \$98,617,500				
	Environmental / Demolition Costs: \$6,500,000				
	Acquisition Costs: \$18,900,000				
	Soft Costs: \$25,436,636				
	Contingency Costs: \$12,405,414				
	Total Project Cost: \$161,859,550				
Private Investment	Private Financing: \$97,115,730				
	Developer Equity: \$54,743,820				
	Tax Credits / Other: \$10,000,000				
Sq. Footage by Use	Residential: 287,105 SF				
	Commercial / Retail: 64,877				
Number of Units and Rent Ranges	246 1-BR Units; Average Rent \$1,950				
	109 2-BR Units; Average Rent \$2,700				
	20 3-BR Units; Average Rent \$3,300				
	375 total market rate apartment units				
	10 units of short-term corporate housing				
Median 1-BD Rent Affordable To	Salary: \$78,000				
	City Job Classification: Building Inspector 3, Plumbing				
	Inspector 2, Administrative Hearing Officer				
Jobs and Payroll	Created FTE Positions: 12				
	Total Payroll for Created FTE Positions: \$615,000				
	Average Salary for Created FTE Positions: \$51,250				
	Construction FTE Positions: 500				
	Total Payroll for Construction FTE Positions: \$35M				
Location and Transit	Located adjacent to Fountain Square				
	Transit Score: 81				
Community Engagement	Presented at Downtown Residents' Council ("DRC") on				
	November 8, 2022				
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Sustain				
	Initiative Area Goal 2 (p.193-198)				

# Project Outline

# **Project Image and Site Map**





# **Proposed Incentive**

T m					
Incentive Terms	30-year, net 65%				
Incentive Application Process	Private Project TIF (O.R.C. 5709.41)				
	Balanced Development Framework				
"But For"	Without Incentive: 3.14% rate of return (stabilized)				
	With Incentive: 7.1% rate of return (stabilized)				
	Project would not proceed without incentive.				
Environmental Building Certification	Non-LEED				
VTICA	Streetcar VTICA – 2%				
SBE/MBE/WBE Goals	SBE goal of 30%				
	Voluntary sub-goal of 17% MBE / 10% WBE				
Planning Commission Approval	Approved land conveyances on November 15, 2024				
Other Incentives & Approvals	Victrix assumed a Note and Mortgage of a 1989 Cit Loan for the construction of adjacent skywalks in th principal amount of \$2,080,600.00. The City wi forgive half of the principal amount of the Loan i 2026 and the remaining half in 2027.				
	The project was awarded \$6.4 million in State grant funding in 2022 for environmental remediation and interior demolition, \$10 million in State historic preservation tax credits (OHPTC) in 2023, and \$4.25 million in State Transformational Mixed-Use Development (TMUD) tax credits in 2024.				

Taxes Forgone	Value
Annual Net Incentive to Developer	\$1,099,332
Total Term Incentive to Developer	32,979,974
City's Portion of Property Taxes Forgone (Term)	\$7,130,340
City's TIF District Revenue Forgone (Term)	\$37,039,047

## Potential Taxes Forgone & Public Benefit

Public Benefit		Value
	Annual	\$558,123
CPS PILOT	Total Term	\$16,743,679
	Annual	\$33,826
VTICA	Total Term	\$1,014,768
Income Tax Total Term	\$962,100	
Total Public Benefit (Cl	\$18,720,547	

Total Public Benefit ROI*	\$0.57
City's ROI**	\$0.05

\* 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: 2024 Cincinnati MSA Area Median Income Limits

AMI	1	2	3	4	5	6	7	8
30%	\$22,050	\$25,200	\$28,350	\$31,450	\$34,000	\$36,500	\$39,000	\$41,550
50%	\$36,700	\$41,950	\$47,200	\$52,400	\$56,600	\$60,800	\$65,000	\$69,200
60%	\$44,040	\$50,340	\$56,640	\$62,880	\$67,920	\$72,960	\$78,000	\$83,040
80%	\$58,700	\$67,100	\$75,500	\$83,850	\$90,600	\$97,300	\$104,000	\$110,700

### E M E R G E N C Y

EVK

**AUTHORIZING** the City Manager to execute a Development Agreement with 441 Vine Street Owner LLC, an affiliate of Victrix Investments LLC, pertaining to the mixed-use redevelopment of an existing structure located at Units 2 and 3, W. Fifth Street in the Central Business District of Cincinnati, which is property commonly known as the Carew Tower, and providing for City assistance to the project in the form of a rebate of a portion of the service payments in lieu of taxes imposed in connection with a proposed thirty-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.41, subject to the passage by Council of a separate ordinance authorizing such tax exemption.

WHEREAS, 441 Vine Street Owner LLC ("Developer"), an affiliate of Victrix Investments LLC, desires to enter into a Development Agreement with the City of Cincinnati (the "Development Agreement") pertaining to the mixed-use redevelopment of the property located at Units 2 and 3, W. Fifth Street in Cincinnati (the "Project Site"), which renovation will be comprised of approximately 64,877 square feet of commercial space on the lower level and floors one through three, and approximately 287,105 square feet of residential space on floors four through 49, consisting of 375 market-rate rental units and up to ten units of short-term corporate housing, at an estimated aggregate project development cost of approximately \$161,859,550 (the "Project"); and

WHEREAS, Developer anticipates that the Project will result in (i) the creation of approximately twelve full-time permanent jobs with an annual payroll of approximately \$615,000; and (ii) the creation of approximately 500 full-time temporary jobs with an estimated total payroll of \$35,000,000 during the construction period; and

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

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

WHEREAS, upon passage of the TIF Ordinance, Developer desires to enter into a Service Agreement with the City, in substantially the form attached as an exhibit to the Development Agreement, pursuant to which Developer will make service payments in lieu of real property taxes; and WHEREAS, the parties anticipate that the service payments in lieu of taxes will be used: (i) to make payments to the Board of Education of the Cincinnati City School District (the "School Board") under the City's Tax Incentive Agreement with the School Board effective as of April 28, 2020; (ii) for the City to maintain and operate the streetcar; (iii) to pay certain administration fees to the Hamilton County, Ohio Auditor and the City; (iv) to make certain rebate payments to Developer with respect to the Project; and (v) by the City to support urban redevelopment purposes, in each case in the manner and in the respective amounts set forth in the Development Agreement; and

WHEREAS, DCED estimates that the real property tax exemption for the Improvement (as defined in Ohio Revised Code Section 5709.41) to the Project Site could provide an annual net benefit of approximately \$1,099,332 to Developer; and

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

WHEREAS, the Project Site is located in the "District 2 – Downtown South District Incentive District" TIF district; and

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

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

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

WHEREAS, the City Planning Commission approved the City's acquisition and reconveyance of the Project Site at its meeting on November 15, 2024; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Development

Agreement with 441 Vine Street Owner LLC ("Developer"), an affiliate of Victrix Investments

LLC, in substantially the form attached as Attachment A to this ordinance (the "Development Agreement"), pertaining to the mixed-use redevelopment of the property located at Units 2 and 3, W. Fifth Street in Cincinnati (the "Project Site"), which renovation will be comprised of approximately 64,877 square feet of commercial space on the lower level and floors one through three, and approximately 287,105 square feet of residential space on floors four through 49, consisting of 375 market-rate rental units and up to ten units of short-term corporate housing (collectively, the "Project"), at an estimated aggregate Project development cost of approximately \$161,859,550.

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

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to enable the parties to execute the Development Agreement as soon as

possible so that Developer can promptly commence the Project, thereby creating a significant economic benefit and enhancement to the City at the earliest possible time.

Passed:\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:\_\_\_\_\_Clerk

Contract No: \_\_\_\_\_

## **DEVELOPMENT AGREEMENT**

between the

## CITY OF CINCINNATI,

an Ohio municipal corporation

and

# 441 VINE STREET OWNER LLC,

a Delaware limited liability company

Project Name: Carew Tower Redevelopment

Dated: \_\_\_\_\_, 2025

### DEVELOPMENT AGREEMENT

(Carew Tower Redevelopment)

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **441 VINE STREET OWNER LLC**, a Delaware limited liability company, 441 Lexington Avenue, New York, NY 10017, ("**Developer**"), an affiliate of **VICTRIX INVESTMENTS LLC**, a Delaware limited liability company, 441 Lexington Avenue, New York, NY 10017 ("**Victrix**").

#### Recitals:

A. Developer owns certain real property located at Units 2 and 3, W. Fifth Street in the Central Business District of Cincinnati, which property is commonly known as the Carew Tower, and which is depicted and more particularly described on <u>Exhibit A</u> (*Site Plan; Legal Description*) hereto (the **"Property**").

B. Developer desires to renovate the building located on the Property into approximately 64,877 square feet of commercial space on the lower level and floors 1 through 3, and approximately 287,105 square feet of residential space on floors 4-49 consisting of 375 market-rate rental units and up to 10 units of short-term corporate housing, at an estimated total project cost (including property acquisition, hard construction costs, and soft costs) of approximately \$161,859,550, as more particularly described on Exhibit B (*Statement of Work, Budget, and Sources of Funds*) hereto (the "**Project**").

C. Developer intends to commence construction of the Project no later than December 31, 2025 (the "**Commencement Deadline**") and complete construction of the Project no later than December 31, 2029 (the "**Completion Deadline**").

D. Developer anticipates that the Project will result in the creation of approximately 500 fulltime temporary construction jobs with a total payroll of approximately \$35,000,000, together with approximately 12 full-time permanent jobs upon completion with an estimated annual payroll of approximately \$615,000.

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

F. City Council passed Motion No. 201401368 on November 19, 2014, and Motion No. 201501592 on December 16, 2015 (collectively, the "VTICA Motions"), which VTICA Motions (i) direct the Department of Community and Economic Development ("DCED") to treat contributions by developers in the vicinity of the streetcar project to streetcar operations ("VTICA") to be a major factor in its analysis of the appropriateness of providing tax incentives to developers' projects, and (ii) establish that a contribution of at least 15% of the real property taxes that would have been payable on the property but for the City-authorized tax exemption is the threshold for whether such a contribution is to be considered by DCED. Developer is willing to make a VTICA contribution in an amount equal to 2% of the real property taxes that would have been payable on the TIF Exemption for years 1 through 30 of the TIF Exemption (the "VTICA Contribution"). To facilitate the VTICA Contribution in as

convenient a manner as possible, the City will withhold the VTICA Contribution from the Service Payments and direct them appropriately in accordance with this Agreement.

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

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

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

J. The City has determined that eliminating competitive bidding in connection with the reconveyance of the Property to Developer is appropriate because the Property is owned by Developer and Developer's willingness to initially convey or cause to be conveyed the Property to the City is contingent upon the City's agreement to promptly re-convey the Property to Developer and to no other party.

K. The Property is currently included in the tax increment financing district known as District 2 – Downtown South District Incentive District (the "**Downtown South TIF District**"), established by Ordinance No. 412-2002, passed by City Council on December 18, 2002, pursuant to Ohio Revised Code Section 5709.40. In order to facilitate the TIF Exemption, the City anticipates removing the Property from the Downtown South TIF District.

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

M. The City is the holder of a *Promissory Note* dated April 9, 2018, executed by Carew Realty, Inc., a Delaware corporation ("**Carew**") in the principal amount of \$2,080,600.00 (the "**Loan**"), as amended by that certain *First Amendment to Promissory Note* dated August 17, 2022 (as amended, the "**Note**"), which is secured by a *Mortgage* on the Property, dated April 9, 2018, and recorded on April 25, 2018, in OR 13654, Page 1139, Hamilton County, Ohio Records (the "**Mortgage**"). Pursuant to a certain *Assignment and Assumption of Note and Mortgage and Release of Guaranty* dated August 17, 2022, Carew assigned and Developer assumed the Note and the indebtedness owing thereunder.

N. In order to increase the economic viability of the Project, and in addition to the to the TIF Exemption incentive included herein, the City now also desires to provide for the forgiveness of the Loan and release of the Mortgage, on the terms and conditions contained herein.

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

P. Section 16 of Article VIII of the Ohio Constitution provides that, to enhance the availability of adequate housing in the state and to improve the economic and general welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, directly or through a public authority, agency, or instrumentality, to provide grants, loans, or other financial assistance for housing in the state, for individuals and families, by the acquisition, financing, construction, leasing, rehabilitation, remodeling, improvement, or equipping of publicly- or privately-owned housing.

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

R. City Planning Commission, having the authority to approve the change in the use of Cityowned property, approved the conveyances described in this Agreement at its meeting on November 15, 2024.

S. The execution of this Agreement and the other Project Documents, as applicable, was authorized by City Council by Ordinance No. \_\_\_\_\_2025, passed by City Council on \_\_\_\_\_\_, 2025. Notwithstanding anything in this Agreement to the contrary, the parties' obligations hereunder are conditioned upon the passage of the TIF Ordinance.

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

### 1. <u>DUE DILIGENCE INVESTIGATIONS</u>.

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

- *Title*: A copy of Developer's Owner's Policy of Title Insurance or other evidence satisfactory to the City showing that Developer owns good and marketable fee simple title to the Property;
- (ii) *Survey*: An ALTA survey of the Property showing all easements and other matters of record that can be shown on a survey;
- (iii) *Site Plan*: A detailed site plan showing the proposed location of the Project and approved by DCED;
- (iv) *Appraisal*: A projected "as built" appraisal of the Project (but only if such an appraisal is required by Developer's lender);
- (v) *Construction Schedule*: A detailed construction timeline showing significant construction milestones for the Project;
- (vi) Budget: A detailed and updated development budget for the Project;
- (vii) Building Permit & Zoning Approvals: evidence that Developer has obtained all building permits issued by the City's Department of Buildings and Inspections ("**B&I**") for the construction of the Project, including any and all zoning approvals that may be required;
- (viii) *Guaranty*: Evidence satisfactory to the City that the Guarantor has sufficient assets and liquidity in the event that the City seeks payment under the Completion Guaranty or the Indemnity Agreement, in accordance with the terms thereof;

- (ix) Environmental: A copy of whatever environmental reports Developer may obtain or cause to be created in connection with the Project, including, at a minimum, the Phase I environmental site assessment under current ASTM standards, and such other evidence and documentation as is deemed necessary or desirable by the City's Office of Environment and Sustainability to confirm that environmental conditions on the site are adequate for the City to take title, and such agreements or other documentation as may be necessary to provide the City with the legal right to rely on any applicable environmental reports; and
- (x) *Financing*: Evidence satisfactory to the City that Developer has or has obtained sufficient financial resources in order to commence and complete the Project; and
- (xi) *Other Information*: Such other information and documents pertaining to Developer or the Project as the City may reasonably require.

(B) <u>Copies of Due Diligence Materials to be Provided to the City</u>. Without limitation of Developer's other obligations under this Agreement, and particularly the due diligence materials identified in Section 1(A), prior to Closing and as such reports and materials are obtained by Developer, Developer, at no cost to the City, and upon request, shall provide DCED with copies of the inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer prior to Closing that pertain to the Project.

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

# 2. <u>CLOSING</u>.

(A) <u>Closing Date</u>. The closing of the transactions described in this Section 2 (the "**Closing**") is anticipated to take place on July 1, 2025, or such other date upon which the parties may agree (the "**Closing Date**"); *provided, however* that the Closing shall occur prior to the passage of the TIF Ordinance. It is the intention of the parties that all of the transactions contemplated in this Section 2 will occur on the same date in as immediate of a sequence as is possible. The occurrence of the Closing is subject to (i) the parties' satisfaction with the various due diligence matters described in Section 1 above, and (ii) the prior execution and delivery to the City of the Service Agreement and each of the other Project Documents.

(B) <u>Initial Conveyance</u>. On the Closing Date, Developer shall transfer or cause to be transferred title to the Property to the City for \$1.00 (the "**Initial Conveyance**") by Quitclaim Deed in substantially the form of <u>Exhibit D-1</u> (*Form of Quitclaim Deed – Initial Conveyance*) hereto. Developer shall pay all customary closing costs relating to the Initial Conveyance (<u>e.g.</u>, County transfer tax and

County recording fees). The City agrees to neither make, nor permit to be made, any material changes to the condition of the Property or the title thereto during the period in which it owns the Property, which the parties intend to be for as short a period as practicable. During the period in which the City owns the Property, Developer, and its employees and agents, are permitted to enter upon the Property for the purpose of conducting activities associated with the Project at no cost to the City, provided that such entry shall be at the sole risk of Developer, its employees and agents, and provided, further, for the avoidance of doubt, that the activities described in this sentence are subject to the indemnification provisions in Sections 3(H) and 5(C) of this Agreement.

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

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

# 3. <u>COMPLETION OF THE PROJECT</u>.

(A) <u>Preparation of Plans and Specifications</u>. Promptly following the Effective Date, Developer shall prepare plans and specifications for the Project and shall submit the same to DCED for review and approval; *provided* that DCED may only withhold approval if such plans and specifications (i) reduce or diminish the size, scope, quality, or site plan of the Project, (ii) could reasonably be expected to materially reduce the projected hard construction cost of the Project, or (iii) are otherwise inconsistent with zoning laws or any planned development approved by City Council with respect to the Project or are materially inconsistent with <u>Exhibit B</u>, in each case as determined in DCED's sole and absolute discretion, such approval not to be unreasonably withheld or delayed. The approved plans and specifications for the Project (including any and all changes thereto) are referred to herein as the "**Final Plans**" with respect to the Project.

(B) <u>Construction Contract; Bids</u>. Following Closing, Developer shall (i) enter into a construction contract if not previously executed, and (ii) obtain construction bids for the Project. Developer shall deliver to the City a final budget for the Project and an executed copy of Developer's construction contract with Developer's general contractor for construction of the Project.

(C) <u>Completion and Commencement of Construction</u>. Developer shall (i)(a) apply for and receive the required building permits from B&I for construction of the Project and (b) commence construction of the Project in accordance with the Final Plans no later than the Commencement Deadline, and (ii) complete construction of the Project (as evidenced by a certificate of occupancy for the Project) in substantial accordance with the Final Plans, and in compliance with all applicable laws, no later than the Completion Deadline. Notwithstanding the foregoing, the City may, upon Developer's written request and at the City's sole and absolute discretion, permit the Commencement Deadline and the Completion Deadline to each be extended twice in 6 month increments.

(D) <u>Completion Guaranty</u>. On or before the date the Developer closes on its construction financing for the Project (the "**Financial Closing Date**"), Developer shall cause Victrix Development, LLC, an Ohio limited liability company, or another person or entity satisfactory to the City in its sole and

absolute discretion ("**Guarantor**"), to execute a *Completion Guaranty* which shall be in substantially the form of *Exhibit E* (*Form of Completion Guaranty*) hereto ("**Completion Guaranty**").

(E) <u>Inspection of Work</u>. During construction of the Project, the City, its employees and agents shall have the right at all reasonable times, and upon reasonable notice, to enter upon the construction site to examine and inspect the progress of construction to determine whether Developer is complying with the requirements of this Agreement. Notwithstanding the foregoing, nothing herein shall in any way limit the inspection rights the City otherwise legally possesses, whether in connection with exercising its police powers, permitting, or otherwise.

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

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

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

(I) <u>Balanced Development Representations</u>. As part of Developer's incentive application received by DCED, Developer made the following representations (collectively, with all other representations made by Developer in its application pertaining to the City's development priorities pursuant to Ordinance No. 70-2021, passed by City Council on March 10, 2021, the "**Balanced Development Representations**"):

(i) <u>Living Wage</u>. All jobs created by the Project (during construction and after) will comply with the City's living wage policy as reflected in CMC Chapter 317, which rates shall be adjusted annually in accordance with such chapter;

(ii) <u>Local Hire</u>. Developer shall (i) adopt hiring practices to ensure that at least 25% of the new employees created by the Project 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 related to the Project;

(iii) <u>Inclusion</u>. Developer shall use best efforts to meet the goals listed in Section F of <u>Exhibit G</u> (*Additional Requirements*); and

Developer acknowledges and agrees that in determining to recommend and authorize this Agreement, DCED and City Council, respectively, have acted in material reliance on Developer's Balanced Development Representations.

### 4. <u>CITY ASSISTANCE</u>.

(A) Service Payment Rebate. Subject to Developer's compliance with the terms and conditions of this Agreement and all other Project Documents, the City shall apply the proceeds of the Service Payments other than Excess Service Payments as described in Recital G of this Agreement, and shall apply Excess Service Payments with respect to years 1 through 30 of the TIF Exemption by remitting 100% of such Excess Service Payments to Developer (the "Rebate Payments"). Developer acknowledges and agrees that, for years 1-30 of the TIF Exemption, the Rebate Payments will not exceed 65% of the Service Payments. The Residual Service Payments may be used by the City for such purposes as are authorized in the TIF Ordinance and this Agreement, and for any other lawful purpose. Developer acknowledges and agrees that (i) Developer will not receive any Rebate Payments other than with respect to Excess Service Payments for years falling within the applicable period of the TIF Exemption that are actually made in accordance with the Service Agreement and are actually received by the City, and (ii) notwithstanding anything to the contrary in this Agreement or any other Project Document, (a) Developer shall have no right or standing to dispute or contest the City's use of the Residual Service Payments, and Developer hereby expressly waives any such right or standing, (b) as it respects Developer, the City may use the Residual Service Payments in any manner whatsoever, and (c) as it respects Developer, any description of what the City may or may not do with the Residual Service Payments, including any description in this Agreement and/or the TIF Ordinance, is for informational purposes only and is not enforceable by Developer at law or in equity, whether as a taxpayer, as a party to this Agreement, or otherwise. The City shall endeavor to make each applicable Rebate Payment as soon as is practicable upon receipt of the proceeds of each Service Payment (which the City acknowledges will generally occur not later than 45 business days following its receipt of the settlement pertaining to such Service Payment from the Hamilton County, Ohio Treasurer).

(B) <u>Loan Forgiveness</u>. Provided that Developer is not in default of its obligations under the Note or this Agreement, and upon Developer's written request, the City shall forgive half of the remaining principal amount of the Loan on January 1, 2026, and upon Developer's further written request, the City shall forgive the remaining principal amount of the Loan on January 1, 2027, and thereupon cancel the Note, and provide a recordable release of the Mortgage, to be recorded at Developer's sole expense.

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

# 5. INSURANCE; INDEMNITY.

(A) <u>Insurance during Construction</u>. From the time that construction associated with the Project commences, until such time as all construction work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$5,000,000 per occurrence, combined single limit/\$5,000,000 aggregate, naming the City as an additional insured with respect to the Project, (ii) builder's risk insurance in the amount of 100% of the value of the improvements constructed as part of the Project, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's construction lenders, and (v) such other insurance as may be reasonably be required by the City. Developer's insurance policies shall (a) be written in standard form by companies of recognized

responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days' prior written notice to the City. Prior to commencement of construction of the Project, Developer shall send proof of all such insurance to the City at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time; *provided* that if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Developer shall have 6 months following the date of the City's request to obtain such an endorsement from its insurer and provide the original endorsement to the City.

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

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

### 6. **DEFAULT**; REMEDIES.

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

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

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

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

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

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

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

7. <u>NOTICES</u>. 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.

<u>To the City</u>: City Manager City of Cincinnati 801 Plum Street Cincinnati, Ohio 45202 To Developer: 441 Vine Street Owner LLC c/o Victrix Investments LLC 441 Lexington Avenue 9<sup>th</sup> Floor New York, New York 10017 Attn: Anoop Davé

With a copy to: Director, Dept. of Community and Economic Development City of Cincinnati 805 Central Avenue, Suite 700 Cincinnati, OH 45202

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

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

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

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

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

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

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

(F) The statements made in the documentation provided by Developer to the City that are descriptive of Developer, the financial assets of Guarantor, or the Project (including, without limitation, the Balanced Development Representations) have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading, or, if any such documentation contained such a misleading or untrue omission or statement, further documentation correcting such omissions or statements was subsequently provided to the City prior to Developer's execution of this Agreement.

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

### 9. <u>REPORTING REQUIREMENTS.</u>

(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 until the date that is 3 years following expiration of the TIF Exemption, or such later time as may be required by applicable law (the "**Retention Termination Date**").

(B) <u>City's Right to Inspect and Audit</u>. During construction of the Project and thereafter until the Retention Termination Date, Developer shall permit the City and its designees and auditors to have full access to and to inspect and audit Developer's Records and Reports, but not more frequently than twice in one calendar year. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

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

### 10. <u>GENERAL PROVISIONS</u>.

### (A) Assignment; Change of Control.

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

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

(B) <u>Entire Agreement; Conflicting Provisions</u>. This Agreement and the other Project Documents contain the entire agreement between the parties with respect to the subject matter hereof

and supersede any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other Project Documents are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control.

(C) <u>Amendments and Waivers</u>. The provisions of this Agreement may be amended, waived or otherwise modified only by a written agreement signed by the 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. Each party 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) <u>No Recording</u>. 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 the performance by the parties of their respective obligations under this Agreement.

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

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

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

(M) <u>Applicable Laws</u>. Developer shall obtain all necessary permits, licenses and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Project, including any of the laws and regulations described on <u>Exhibit G</u> hereto which are applicable to the Project. Notwithstanding anything in this Agreement to the contrary, by executing this Agreement, the City makes no representations or other assurances to any party that Developer will be able to obtain whatever variances, permits, or other approvals from B&I, DOTE, City Planning Commission, or City Council that may be required in connection with the Project.

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

executing and delivering this Agreement in the presence of the other parties. This Agreement may be executed and delivered by electronic signature.

(O) <u>Contingency for Legislative Authorization from City Council</u>. Notwithstanding anything to the contrary in this Agreement, the City shall not be in breach of this Agreement and shall not be required to provide the Rebate Payments described in this Agreement if for any reason City Council does not pass any and all necessary legislation for the Project, including, without limitation, the TIF Ordinance. If all necessary legislative authorizations are not obtained, the City may terminate this Agreement by giving written notice thereof to Developer, whereupon neither party shall thereafter have any rights or obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement and any and all obligations of the parties except those that expressly survive termination shall automatically terminate and cease if the TIF Ordinance is not passed by City Council by December 31, 2025.

(P) <u>Recognition of City Support</u>. In connection with the construction and opening of the Project, Developer shall acknowledge the support of the City with respect to the Project in all printed promotional materials (including, 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 Project partner, Developer shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

(Q) <u>TIF-Backed Bonds</u>. Developer acknowledges and agrees that in the event that Developer decides to pursue bond financing backed by the Rebate Payments, then an amendment to this Agreement and additional legislation is necessary prior to the City agreeing to such use of the Rebate Payments. Such bonds would contain customary provisions used by the City in other tax increment bond financings, including, without limitation, provisions providing for the payment from bond proceeds of the costs of City's outside counsel employed in connection with any such issuance. Subject to such future approvals, such bond financing would likely entail a pledge by the City of the Rebate Payments actually received by the City (i.e., a pledge of the Rebate Payments that would have otherwise gone to Developer under this Agreement) towards bonds and the proceeds of which would be used for the purpose of constructing the Project. The parties acknowledge that modifications to the Service Agreement may also be necessary to allow for the issuance and sale of any TIF-backed bonds and agree to work in good faith to make any necessary modifications to the Service Agreement.

# 11. FEES AND EXPENSES.

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

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

- 12. **<u>EXHIBITS</u>**. The following exhibits are attached hereto and made a part hereof:
  - Exhibit A Site Plan; Legal Description
  - Exhibit B Statement of Work, Budget, and Sources of Funds

  - Exhibit C Form of Service Agreement Exhibit D-1 Form of Quitclaim Deed Initial Conveyance Exhibit D-2 Form of Quitclaim Deed City Conveyance

  - Exhibit E Form of Completion Guaranty
  - Exhibit F Additional Requirements (incl. Addendum I Prevailing Wage Determination)

SIGNATURES ON FOLLOWING PAGE

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

### CITY OF CINCINNATI,

an Ohio municipal corporation

### 441 VINE STREET OWNER LLC,

a Delaware limited liability company

81/	
<b>υ</b> γ.	

Sheryl M.M. Long, City Manager

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_

Printed name:

Title:

Date: , 2025

Approved as to Form:

Assistant City Solicitor

Certified Date:
-----------------

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_\_\_Steve Webb, City Finance Director

#### Exhibit A to Development Agreement

#### Site Plan; Legal Description

### Site Plan

### TO BE ATTACHED

#### Legal Description

Parcel Number:083-0001-0412-00Property Address:Unit 2, Vine Street, Cincinnati, Ohio 45202

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio ad being more particularly described as follows:

Being Unit 2 of Carew Tower Condominium as shown on the Condominium drawings recorded in Plat Book 458, Pages 1 through 63 of the Hamilton County Records, and as described in the Declaration of Condominium for Carew Tower Condominium filed March 27, 2017 and recorded in Official Record Book 13382, Page 1153 of the Hamilton County Records, together with the percentage of ownership in the Common Elements and the Limited Common Elements created by the Declaration, as the same may be amended from time to time, to be an appurtenance to Unit 2, as set forth in the Declaration and Identified on the Condominium Drawings.

Parcel Number:083-0001-0413-00Property Address:Unit 3, Vine Street, Cincinnati, Ohio 45202

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio ad being more particularly described as follows:

Being Unit 3 of Carew Tower Condominium as shown on the Condominium drawings recorded in Plat Book 458, Pages 1 through 63 of the Hamilton County Records, and as described in the Declaration of Condominium for Carew Tower Condominium filed March 27, 2017 and recorded in Official Record Book 13382, Page 1153 of the Hamilton County Records, together with the percentage of ownership in the Common Elements and the Limited Common Elements created by the Declaration, as the same may be amended from time to time, to be an appurtenance to Unit 3, as set forth in the Declaration and Identified on the Condominium Drawings.

#### Exhibit B to Development Agreement

### Statement of Work, Budget, and Sources of Funds

### I. STATEMENT OF WORK.

Developer will convert retail and office space at the Property into approximately 64,877 square feet of rentable commercial space on the lower level and floors 1 through 3, and approximately 287,105 square feet of residential rental space on floors 4-49 consisting of 375 class-A market-rate rental units and up to 10 units of short-term corporate housing. Developer will complete best efforts to retain, or in the absence of a tenant, attract street-fronting retail and restaurant tenants to complete the mix of proposed uses.

Developer will address deferred maintenance and complete repairs or replacements to the internal infrastructure systems (mechanical, electrical, and plumbing) of the building, roofs, and façade. Developer will ensure eligible historic conservation work will comply with the United States Department of the Interior Secretary's Standards for Rehabilitation.

### II. BUDGET.

Acquisition Costs	18,900,000
Environmental / Demo	6,500,000
Hard Costs	98,617,500
Soft Costs	25,436,636
Contingency	12,405,414
Total Budget	161,859,550

# III. SOURCES OF FUNDS.

Total Sources of Funds	161,859,550
Historic Tax Credits / Other	10,000,000
Developer Equity	54,743,820
Construction Loan	97,115,730

# Exhibit C

to Development Agreement

Form of Service Agreement

SEE ATTACHED

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

Contract No.: \_\_\_\_\_

# SERVICE AGREEMENT

(Carew Tower Redevelopment)

This Service Agreement (this "**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "**Effective Date**"), by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **441 VINE STREET OWNER LLC**, a Delaware limited liability company ("**Owner**"), an affiliate of VICTRIX LLC, a Delaware limited liability company.

#### Recitals:

A. Owner is the fee owner of the property located at Units 2 and 3, W. Fifth Street in the Central Business District of Cincinnati, which property is commonly known as the Carew Tower, and which is more particularly described on <u>Exhibit A</u> (*Legal Description*) hereto (the "**Property**").

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

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

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

E. Under the TIF Ordinance and in accordance with ORC Section 5709.41, et seq. and this Agreement, the increase in the assessed value of the Property shall be exempt from real property taxes, and all present and future owners of the Property, or any portion thereof, shall be required to make service payments in lieu of taxes, in semi-annual installments, in an amount equal to the amount of real property taxes that would have been paid on the Exempt Improvements (as defined below) had an exemption not been granted ("Service Payments").

F. The Property is located within the Cincinnati City School District, and the Board of Education of the Cincinnati City School District (the **"Board of Education**") has, by resolution adopted on

April 27, 2020, and by a *Tax Incentive Agreement* with the City effective as of April 28, 2020, approved an exemption of 100% of the assessed valuation of the Exempt Improvements (as defined below) for 30 years (subject to the obligation of the City to make payments to the Board of Education as provided in Section II.C.2 of that agreement, which payments are referred to herein as the "**School Board Payments**").

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

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

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

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

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

# 2. <u>OBLIGATION TO MAKE SERVICE PAYMENTS</u>.

A. <u>Declaration that Exempt Improvements are a Public Purpose</u>. The City hereby confirms that, pursuant to ORC Section 5709.41, et seq. and the TIF Ordinance, the City declared that 100% of the increase in the assessed value of the improvements (as defined in ORC Section 5709.41) to the Property, including the Project (collectively, the "**Exempt Improvements**"), constitutes a public purpose and is entitled to exemption from real property taxes for a period of 30 years for a period currently expected to commence in tax year 2026, subject to the terms of the TIF Ordinance (the "**Exemption Period**").

B. <u>Commencement of Service Payments</u>. Owner shall commence paying Service Payments no later than the final date for payment (the last day that payment can be made without penalty or interest) of the first semi-annual installment of real property taxes in the first calendar year after the first tax year in which any Exempt Improvements appear on the Hamilton County Auditor's tax duplicate. (For example, if any Exempt Improvements first appear on the tax rolls on January 1, 2026, Owner's first semi-annual tax payment will be for the tax bill for the First Half 2026, which will become due and payable to the County Treasurer on or about January 2027.) Owner shall pay Service Payments in semi-annual installments (i) on the earlier of such final date for payment of the first semi-annual installment of real property taxes, or February 1, in each year, and (ii) on the earlier of such final date for payment of the second semi-annual installment of real property taxes, or August 1, in each year (each such final date for payment is referred to herein as a "**Service Payment Date**"). Owner shall continue to make Service Payments until such time as Owner has paid the final Service Payment applicable to the Exemption Period.

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

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

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

# 3. <u>APPLICATION OF SERVICE PAYMENTS.</u>

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

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

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

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

(ii) <u>Subdivision or Ownership by Multiple Legal Entities</u>. Without the City's prior written consent in the form of an amendment to this Agreement making such administrative and ministerial changes as may be deemed reasonably necessary by the City, title to the Property shall not be held by more than one legal entity at a time (it being acknowledged and agreed by the City that ownership of the fee title through one legal entity, which is itself owned by multiple entities, is not ownership of the fee title to the Property by multiple entities as contemplated hereby). The City will not unreasonably withhold its consent to such an amendment so long as the proposed amendment is otherwise consistent

with this Agreement, the Development Agreement, and any other Project Document. For the avoidance of doubt, the City shall be under no obligation to enter into such an amendment if Owner seeks to include terms in such amendment that are unrelated or in addition to the division of ownership of the Property as described in this clause (ii); *provided, however*, that the City may include, as a term of such amendment, that the City will solely be required to provide notices or otherwise negotiate with one "owner" entity as an agent for others that may succeed to Owner and Owner's rights hereunder. The City shall in no event be required to divide the Rebate Payments and pay portions of the Rebate Payments to various entities unless the City expressly agrees to do so in writing.

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

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

# 5. <u>RECORDING; OBLIGATIONS TO RUN WITH THE LAND; ASSIGNMENT</u>.

A. <u>Recording</u>. Promptly after the execution of this Agreement, Owner shall cause this Agreement to be recorded in the Hamilton County, Ohio Recorder's Office, at its expense, prior to any mortgage, assignment or other conveyance of any part of the Project or the Property, and failure to do so shall constitute a default under this Agreement. Owner shall provide a recorded copy of this Agreement to the City within 5 business days after recording. All instruments of conveyance of the Project or the Property or Owner's ownership of the same (or portions thereof) to subsequent mortgagees, successors, assigns or transferees shall be subject to this Agreement, and Owner shall cause all instruments of conveyance of interests in all or any portion of the Property to subsequent mortgagees, successors, lessees (other than residential apartment lessees to individual units), assigns, or other transferees to be made expressly subject to this Agreement.

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

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

# 6. PAYMENT OF TAXES; CONTESTS.

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

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

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

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

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

revocation or suspension of the exemption that are secured by the City to be repaid, in whole or in part, by the Service Payments (or such portion of the Service Payments as the City may be entitled to pledge as collateral or utilize for repayment of debt under the terms of this Agreement).

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

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

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

# 13. <u>GENERAL PROVISIONS</u>.

A. <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement. This Agreement may be executed and delivered by electronic signature.

B. <u>Captions</u>. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

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

D. <u>Severability</u>. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected

thereby, and in lieu of each provision that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

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

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

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

# SIGNATURES ON FOLLOWING PAGE

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

# 441 VINE STREET OWNER LLC,

a Delaware limited liability company

By	/:	

Printed name:

Title:

Date: \_\_\_\_\_, 2025

### **CITY OF CINCINNATI**

By: \_\_\_\_\_\_ Sheryl M. M. Long, City Manager

Date: \_\_\_\_\_, 2025

Approved as to Form:

Assistant City Solicitor

Certified Date:

Fund/Code: \_\_\_\_\_

Amount: \_\_\_\_\_

By: \_\_\_\_

Steve Webb, City Finance Director

NOTARY BLOCKS ON FOLLOWING PAGE

STATE OF \_\_\_\_\_\_ ) COUNTY OF \_\_\_\_\_\_ )
SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, the \_\_\_\_\_ on behalf of 441 VINE STREET OWNER LLC, a Delaware limited liability company, on behalf of the company.

Notary Public My commission expires: \_\_\_\_\_

STATE OF OHIO ) ) SS: COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, \_\_\_\_, of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation.

Notary Public My commission expires: \_\_\_\_\_

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

#### Exhibit A to Service Agreement

#### Legal Description

Parcel Number:083-0001-0412-00Property Address:Unit 2, Vine Street, Cincinnati, Ohio 45202

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio ad being more particularly described as follows:

Being Unit 2 of Carew Tower Condominium as shown on the Condominium drawings recorded in Plat Book 458, Pages 1 through 63 of the Hamilton County Records, and as described in the Declaration of Condominium for Carew Tower Condominium filed March 27, 2017 and recorded in Official Record Book 13382, Page 1153 of the Hamilton County Records, together with the percentage of ownership in the Common Elements and the Limited Common Elements created by the Declaration, as the same may be amended from time to time, to be an appurtenance to Unit 2, as set forth in the Declaration and Identified on the Condominium Drawings.

Parcel Number:083-0001-0413-00Property Address:Unit 3, Vine Street, Cincinnati, Ohio 45202

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio ad being more particularly described as follows:

Being Unit 3 of Carew Tower Condominium as shown on the Condominium drawings recorded in Plat Book 458, Pages 1 through 63 of the Hamilton County Records, and as described in the Declaration of Condominium for Carew Tower Condominium filed March 27, 2017 and recorded in Official Record Book 13382, Page 1153 of the Hamilton County Records, together with the percentage of ownership in the Common Elements and the Limited Common Elements created by the Declaration, as the same may be amended from time to time, to be an appurtenance to Unit 3, as set forth in the Declaration and Identified on the Condominium Drawings.

# Exhibit D-1 to Development Agreement

Form of Quitclaim Deed – Initial Conveyance

SEE ATTACHED

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

### QUITCLAIM DEED

441 VINE STREET OWNER LLC, a Delaware limited liability company, the address of which is ("Grantor"), for valuable consideration paid, hereby grants and conveys to the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), having an address of 801 Plum Street, Cincinnati, Ohio 45202, all Grantor's right, title, and interest in and to the real property described on Exhibit A (Legal Description) hereto (the "Property").

The City's acceptance of the Property was authorized by Ordinance No. [\_\_\_\_], passed by City Council on [\_\_\_\_].

Auditor's Parcel Nos.:	083-0001-0412-00 and 083-0001-0413-00
Property Address:	Units 2 and 3, 441 Vine Street, Cincinnati, Ohio 45202
Prior instrument reference: Records.	Official Record, Page, Hamilton County, Ohio

[signature page follows]

Executed on \_\_\_\_\_, 2025.

### 441 VINE STREET OWNER LLC

Ву: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, the \_\_\_\_\_ on behalf of 441 VINE STREET OWNER LLC, a Delaware nonprofit corporation, on behalf of the company.

Notary Public My commission expires: \_\_\_\_\_

Approved as to Form:

Assistant City Solicitor

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

#### Exhibit A to Quitclaim Deed

#### Legal Description

Parcel Number:083-0001-0412-00Property Address:Unit 2, Vine Street, Cincinnati, Ohio 45202

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio ad being more particularly described as follows:

Being Unit 2 of Carew Tower Condominium as shown on the Condominium drawings recorded in Plat Book 458, Pages 1 through 63 of the Hamilton County Records, and as described in the Declaration of Condominium for Carew Tower Condominium filed March 27, 2017 and recorded in Official Record Book 13382, Page 1153 of the Hamilton County Records, together with the percentage of ownership in the Common Elements and the Limited Common Elements created by the Declaration, as the same may be amended from time to time, to be an appurtenance to Unit 2, as set forth in the Declaration and Identified on the Condominium Drawings.

Parcel Number:	083-0001-0413-00
Property Address:	Unit 3, Vine Street, Cincinnati, Ohio 45202

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio ad being more particularly described as follows:

Being Unit 3 of Carew Tower Condominium as shown on the Condominium drawings recorded in Plat Book 458, Pages 1 through 63 of the Hamilton County Records, and as described in the Declaration of Condominium for Carew Tower Condominium filed March 27, 2017 and recorded in Official Record Book 13382, Page 1153 of the Hamilton County Records, together with the percentage of ownership in the Common Elements and the Limited Common Elements created by the Declaration, as the same may be amended from time to time, to be an appurtenance to Unit 3, as set forth in the Declaration and Identified on the Condominium Drawings.

# Exhibit D-2 to Development Agreement

Form of Quitclaim Deed – City Conveyance

SEE ATTACHED

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

### QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), having an address of 801 Plum Street, Cincinnati, Ohio 45202, for valuable consideration paid, hereby grants and conveys to **441 VINE STREET OWNER LLC**, a Delaware limited liability company, the address of which is ("**Grantee**"), all of the City's right, title, and interest in and to the real property described on <u>Exhibit A</u> (*Legal Description*) hereto.

This conveyance was authorized by Ordinance No. [\_\_\_\_], passed by Cincinnati City Council on [\_\_\_\_].

Auditor's Parcel Nos.:	083-0001-0412-00 and 083-0001-0413-00
Property Address:	Units 2 and 3, 441 Vine Street, Cincinnati, Ohio 45202
Prior instrument reference: Records.	Official Record, Page, Hamilton County, Ohio

[signature page follows]

Executed on \_\_\_\_\_, 2025.

### CITY OF CINCINNATI

By: \_

Sheryl M. M. Long, City Manager

STATE OF OHIO	)
	) SS:
COUNTY OF HAMILTON	)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, \_\_\_\_ of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation.

Notary Public My commission expires:

Approved as to Form:

Assistant City Solicitor

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

#### Exhibit A to Quitclaim Deed

#### Legal Description

Parcel Number:083-0001-0412-00Property Address:Unit 2, Vine Street, Cincinnati, Ohio 45202

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio ad being more particularly described as follows:

Being Unit 2 of Carew Tower Condominium as shown on the Condominium drawings recorded in Plat Book 458, Pages 1 through 63 of the Hamilton County Records, and as described in the Declaration of Condominium for Carew Tower Condominium filed March 27, 2017 and recorded in Official Record Book 13382, Page 1153 of the Hamilton County Records, together with the percentage of ownership in the Common Elements and the Limited Common Elements created by the Declaration, as the same may be amended from time to time, to be an appurtenance to Unit 2, as set forth in the Declaration and Identified on the Condominium Drawings.

Parcel Number:	083-0001-0413-00
Property Address:	Unit 3, Vine Street, Cincinnati, Ohio 45202

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio ad being more particularly described as follows:

Being Unit 3 of Carew Tower Condominium as shown on the Condominium drawings recorded in Plat Book 458, Pages 1 through 63 of the Hamilton County Records, and as described in the Declaration of Condominium for Carew Tower Condominium filed March 27, 2017 and recorded in Official Record Book 13382, Page 1153 of the Hamilton County Records, together with the percentage of ownership in the Common Elements and the Limited Common Elements created by the Declaration, as the same may be amended from time to time, to be an appurtenance to Unit 3, as set forth in the Declaration and Identified on the Condominium Drawings.

# Exhibit E to Development Agreement

Form of Completion Guaranty

SEE ATTACHED

#### **COMPLETION GUARANTY**

This Completion Guaranty ("**Guaranty**") is made as of the Effective Date (as defined on the signature page hereof) by **VICTRIX DEVELOPMENT LLC**, an Ohio limited liability company, whose address is 441 Lexington Avenue, New York, NY 10017 ("**Guarantor**"), in favor of the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**").

#### Recitals:

A. The City and 441 Vine Street Owner LLC, a Delaware limited liability company ("**Obligor**"), being an affiliate of Guarantor, are parties to a *Development Agreement* dated [\_\_\_\_\_], 2025 (the "**Agreement**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Agreement.

B. Pursuant to the Agreement, among other things, Obligor is obligated to renovate building located on the Property into approximately 64,877 square feet of commercial space on the lower level and floors 1 through 3, and approximately 287,105 square feet of residential space on floors 4-49 consisting of 385 market-rate rental units and up to 10 units of short-term corporate housing, (as more particularly defined and described in the Agreement, the "**Project**").

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

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

#### 1. <u>Guaranty</u>.

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

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

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

### 2. Liability of Guarantor.

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

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

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

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

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

4. <u>Effect of this Guaranty</u>. Guarantor hereby warrants to the City that: (a) Guarantor (i) is an affiliate of Obligor; (ii) is an Ohio limited liability company, (iii) has full power, authority and legal right to execute, acknowledge and deliver this Guaranty; and (iv) there are no actions, suits or proceedings pending or to the knowledge of Guarantor, threatened against Guarantor, at law or in equity, or before any governmental department, commission, board, bureau, agency or instrumentality which involve the

possibility of any judgment or order that may result in any material adverse effect upon Guarantor; and (b) this Guaranty constitutes Guarantor's binding and enforceable legal obligation.

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

#### 6. <u>General Provisions</u>.

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

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

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

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

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

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

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

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

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

(J) <u>TIF Ordinance</u>. This Guaranty shall automatically terminate in the event that the TIF Ordinance is presented to City Council and City Council does not approve the TIF Ordinance.

[Signature Page Follows]

Executed and effective as of \_\_\_\_\_\_, 2025 (the "Effective Date").

\_\_\_\_\_

### Victrix Development LLC

Ву: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

City of Cincinnati, Office of the City Solicitor 801 Plum Street, Room 214 Cincinnati, Ohio 45202

### Exhibit E to Development Agreement

### Additional Requirements

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

This Exhibit serves two functions:

(i) <u>Serving as a Source of Information With Respect to Government Requirements</u>. 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) <u>Affirmatively Imposing Contractual Obligations</u>. 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) <u>Construction Workforce</u>.

(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) <u>Requirement</u>. 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) <u>Trade Unions; Subcontracts; Competitive Bidding</u>.

### (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, without limitation, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).

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

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

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

(b) <u>Requirement</u>. 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) <u>Applicability</u>. 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) <u>City Building Code</u>. 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 CMC Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within 20 days after the City's written demand.

### (F) <u>Business Enterprise Program</u>.

(i) <u>Applicability</u>. In furtherance of the policy goals established by CMC Chapter 323 (Small Business Enterprise and Local Business Enterprise Program), and CMC Chapter 324 (Minority and Women Business Enterprise Program), the requirements set forth in this Section (F) shall apply to this Agreement as an affirmative contractual obligation, notwithstanding the legal applicability or inapplicability of CMC Chapters 323 and 324 to this Agreement. Developer hereby agrees to comply with this Section (F) and, where applicable, to cause its general contractor to comply with this Section (F) in all respects.

(ii) <u>Requirement</u>. Developer and its general contractor shall use its best efforts to ensure that certified SBEs, MBEs, and WBEs (in each case as such terms are used within CMC Chapters 323 and 324, collectively, "**Certified Firms**") are utilized as sources of supplies, equipment, construction, and services, with (a) the goal of meeting 30% Certified Firm participation for construction contracts and 15% participation for supplies, services, and professional services contracts, and (b) with a sub-goal, being Developer's Project-specific voluntary commitment, of meeting the City's economic inclusion program goals to achieve a standard of no less than: (i) for MBEs, 17% for construction services; and (ii) for WBEs, 10% for construction services. (A list of certified SBEs, MBEs, and WBEs may be obtained from the Department of Economic Inclusion of rom the City's web page, http://cincinnati.diversitycompliance.com.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as a certified SBE, MBE, or WBE, and applications may also be obtained from such web page. Developer expressly agrees to take (or cause its general contractor to take) at least the following affirmative steps, except as expressly waived in writing by the Director of the Department of Economic Inclusion:

(1) Including qualified Certified Firms on solicitation lists.

(2) Assuring that Certified Firms are solicited whenever they are potential sources, including by advertising, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to Certified Firms to provide services, to supply materials or to bid on construction contracts for the Project. Developer and its general contractor are 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 Certified Firm participation.

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

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

(iv) 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 15<sup>th</sup>. 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) Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above Certified Firm 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) Failure of Developer or its general contractor to take the affirmative steps specified above, or to provide fair and equal opportunity to Certified Firms, as may be necessary to reach the minimum percentage goals for Certified Firm participation as set forth in CMC Chapters 323 and 324, 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) <u>Applicability</u>. Chapter 325 of the CMC (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) <u>Requirement</u>. If this Agreement is subject to the provisions of Chapter 325 of the CMC (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 20 days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as <u>Addendum I to Additional Requirements Exhibit</u> (*City's Prevailing Wage Determination*) hereto.

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

(J) <u>Prompt Payment</u>. The provisions of Chapter 319 of the CMC, 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) <u>Ohio Means Jobs</u>. 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 CMC (the "**Wage Enforcement Chapter**"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. CMC Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

(ii) <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 CMC. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the CMC) 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 CMC, 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 CMC, 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 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 CMC, 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 CMC, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to CMC Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

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

### (N) <u>Americans With Disabilities Act; Accessibility</u>.

(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) <u>Requirement</u>. 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 (<u>e.g.</u>, 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, without limitation, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) <u>Requirement</u>. 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 parking spaces of the garage, rounding up to the parking spaces of the garage, rounding up to the parking spaces of the garage, rounding up to the parking spaces of the garage, rounding up to the parking spaces of the garage, rounding up to the parking spaces of the garage, rounding up to the parking spaces of the garage, rounding up to the parking spaces of the garage, rounding up to 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 suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

(Q) <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. Developer is prohibited from using or hiring (or causing to be used or hired) a nonfranchised commercial waste hauler to provide commercial waste collection services in connection with the performance of this Agreement, and Developer is responsible for ensuring that any commercial waste collection services provided in connection with the performance of this Agreement are provided by a franchised commercial waste hauler. Questions related to the use of commercial waste franchisees can be directed to, and a list of current franchisees can be obtained from, the City's Office of Environment & Sustainability by calling (513)352-3200.

### Addendum I to Additional Requirements Exhibit

# City's Prevailing Wage Determination

# **DEI - Request for Wage Determination (Form 217)**

F THIS IS A REVISION REQUEST, ENTER	CHOOSE SOURCE &	WRITE IN THE FUND NUMBER
ORIGINAL ASSIGNED NUMBER:	CITY Ves  No	FUND
CED	STATE Ves No	FUND
ONTACT PERSON * USTIN HALTER	COUNTY Yes No	FUND
<b>hone # *</b> 513)352-6241	FEDERAL	FUND
Email * USTIN.HALTER@CINCINNATI-OH.GOV	○ Yes ● No IS THIS PROJECT I	BEING COMPETIVLY BID?
Requested Date: 0/21/2024	🔵 Yes 🍥 No	
Estimated Advertising Date:	PROJECT ACCOUNT TBD	T NUMBER:
01/31/2025 Estimated Bid Opening Date:	AMT. OF PUB. FUN \$0.00	DING \$: *
02/14/2025	<b>TOTAL PROJECT D</b> \$175,059,642.00	OLLARS: *
)3/01/2025	NAME OF PROJECT CAREW TOWER RED	T (Maximum 100 Letters) * EVELOPMENT
Type of Project: (E.g., residential building, lemolition, mixed use building, roads, park Mixed-Use Building		v work, highway work,
Project Location: (Include both the address 41 Vine Street, Cincinnati, Ohio 45202. Parcel		and 083-0001-0413-00
Owner of Project Site: (Include the current occur before, during, or after completion of 141 Vine Street Owner LLC, an affiliate of Victrix	f the project as part of the a	
Budget Breakdown: (Provide a description Attachments may be included as necessary		he use of those funds.
No direct funding is being awarded. The City int of 30 years. The City also intends to sell a City I or \$1 to the Developer. This loan was for the co pursuant to a Development Agreement between	ends to supply an ORC 5709.4 oan in the principal amount of onstruction of skywalks within a	\$2,080,600 (Loan 85x2018-270) and adjoining the Carew Tower,
Project Scope: (Provide a detailed descript applicable, please include information about residential units, or the number of HOME u	It the numbers of stories in nits.) *	the building, the number of
Developer will convert retail and office space at commercial space on the lower level and floors esidential rental space on floors 4-49 consisting erm corporate housing.	1 through 3, and approximatel	y 287,105 square feet of
Upload Supporting Documents (1)		

DEI USE ONLY				
Assigned Number 55946222	Dept Submitted Date 10/21/2024	DEI Received Date		
Original Assigned Number	10/21/2024			
Funding Guidelines	5:			
State	Federal	Prevailing Wage Apply	Will Not	
<b>Rates That Apply:</b>				
Building	🗌 Heavy	🗌 Highway	Residential	
Decision Number:	Modifica	tion Number:	Publication Date:	
Determination By:				
Name* JONAH JAMES		Title Development Manage	Pate* er 10/30/2024	
Decision Summary: *				
This project is not receiving direct public funding. Therefore, prevailing wage does not apply to this project.				
NOTE: Any changes to the funding will require revision to this determination.				
Director Approval S LAURA CASTILLO	ignature	Director 11/01/20	Approval Date 24	



May 7, 2025

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

202500939

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Rhinegeist Properties, LLC CRA Extension

Attached is an Emergency Ordinance captioned:

**APPROVING AND AUTHORIZING** the City Manager to execute a First Amendment to Community Reinvestment Area Tax Exemption Agreement with Rhinegeist Properties, LLC, authorizing a five-year extension to an existing tax exemption previously authorized by Council for 100 percent of the value of improvements made to real property located at 1910 Elm Street, in the Over-the-Rhine neighborhood of Cincinnati.

# **STATEMENT**

OFFICE/COMMERCIAL: The extension of this existing tax abatement term will help facilitate the retention of 265 jobs, the restoration of a historic building, and will help Rhinegeist continue to thrive in the Over-the-Rhine location for years to come.

# **BACKGROUND/CURRENT CONDITIONS**

In January of 2015, the City and Rhinegeist, LLC (the "Company") executed a 10-year, net 67.5% CRA agreement for the renovation of an existing historic building located at 1910 Elm Street in Over-the-Rhine. The Company went on to invest \$2,200,000 into the property to convert it into what is now their primary brewing facility and public tap room. Since completing the project, Rhinegeist has grown to become one of the largest craft brewers in the State of Ohio and is recognized across the country as a leader in the craft brewing industry. The tax abatement associated with this project is currently set to roll off in Tax Year 2025.

On a business retention and expansion visit with the Company in February of 2024, Rhinegeist alerted DCED to several significant and unexpected repairs that would need to be made to their Elm Street facility. The rising cost of these repairs, combined with recent changes in the craft brewing industry posed a threat to the Company's continued growth trajectory. Since that visit, DCED has worked with Rhinegeist to identify opportunities for the City to help offset the cost of these repairs and allow the Company to continue on their path of steady growth. DCED quickly identified extending the Company's 2015 CRA agreement by an additional 5 years as an opportunity to offset cost and make the repairs easier to absorb.

# **DEVELOPER INFORMATION**

Founded in 2013, Rhinegeist is the largest craft brewery in Ohio and is the 16<sup>th</sup> largest craft brewery in the United States, per the latest annual production report from the Brewer's Association. They are the 27<sup>th</sup> largest brewing company overall. They have been continuously operating out of their 1910 Elm Street facility since their founding and added a storage and distribution facility at 3209 Spring Grove Avenue in the Camp Washington neighborhood in 2018.

# **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	Rhinegeist		
Street Address	1910 Elm Street		
Neighborhood	Over-the-Rhine		
Property Condition	Occupied Building		
Project Type	Renovation		
Project Cost	Estimated Rehabilitation Cost: \$1,800,000		
	Total Investment (Previous & Upcoming): \$4,049,976		
Jobs and Payroll	Retained FTE Positions: 265		
	Total Payroll for Retained FTE Positions: \$15,500,000		
	Average Salary for Retained FTE Positions: \$58,491		
Location and Transit	Located within the OTR Historic District		
	Transit Score: 64		
Plan Cincinnati Goals	Compete Initiative Area Goal 1 and Goal 2 (p. 103-120),		
	Sustain Initiative Area Goal 2 (p.193-198)		

# **Project Image and Site Map**





# **Proposed Incentive**

Incentive Terms	5-year extension of existing 10-year tax abatement (15-year term total), net 59.5%
Incentive Application Process	Commercial CRA – Downtown Streetcar Area (Non- LEED)
SBE/MBE/WBE Goals	SBE Goal of 30%

# Potential Taxes Forgone & Public Benefit

Taxes Forgone	Value
Annual Net Incentive to Developer	\$27,433
Total Term Incentive to Developer	\$137,166
City's Portion of Property Taxes Forgone (Term)	\$0
City's TIF District Revenue Forgone (Term)	\$168,287

Public Benefit		Value
CPS PILOT	Annual	\$15,215
	Total Term	\$76,075
VTICA	Annual	\$3,458
	Total Term	\$17,290
Income Tax Total Term (Maximum)		\$1,395,000
Total Public Benefit (CPS PILOT, VTICA, Income Tax)		\$1,488,365

Total Public Benefit ROI*	\$10.85
City's ROI**	\$8.39

\*This figure represents the total dollars generated for public purposes (City/Schools/Other) over total property taxes forgone.

\*\*This figure represents the total income tax generated for the City over the City's property taxes forgone.

# E M E R G E N C Y

EVK

**APPROVING AND AUTHORIZING** the City Manager to execute a First Amendment to Community Reinvestment Area Tax Exemption Agreement with Rhinegeist Properties, LLC, and Rhinegeist, LLC, authorizing a five-year extension to an existing tax exemption previously authorized by Council for 100 percent of the value of improvements made to real property located at 1910 Elm Street, in the Over-the-Rhine neighborhood of Cincinnati.

WHEREAS, pursuant to Ordinance No. 355-2014, passed by Council on December 17, 2014, the City entered into a certain Community Reinvestment Area Tax Exemption Agreement dated January 9, 2015, with Rhinegeist Properties, LLC, and Rhinegeist, LLC (together, the "Company"), which provides for a 100 percent real property tax exemption for the value of improvements to real property located at 1910 Elm Street in the Over-the-Rhine neighborhood of Cincinnati (the "Property"), for ten years (the "Agreement"), all as more particularly described in the Agreement; and

WHEREAS, the Company has represented to the City that the building located on the Property is in need of unexpected repairs, and has requested that the City agree to amend the Agreement to extend the tax abatement an additional five years to help the Company absorb those additional improvement costs; and

WHEREAS, the Company has represented to the City that the roofing and façade improvements will create temporary construction jobs while retaining 265 existing full-time equivalent jobs at the Property and change the estimated cost of improvements previously identified in the Agreement to \$4,049,976 in aggregate; and

WHEREAS, the City, upon the recommendation of the Department of Community and Economic Development ("DCED"), is willing to amend the Agreement to extend the abatement term by five years (the "Additional Abatement Period") to account for the additional improvements to the Property and to foster continued economic growth in Over-the-Rhine; and

WHEREAS, the Property is located within the Cincinnati City School District and, as required by the Agreement, the Company entered into a certain Payment in Lieu of Taxes Agreement dated February 24, 2015, pursuant to which the Company agreed to pay the Board of Education of the Cincinnati City School District (the "Board of Education"), amounts equal to 25 percent of the exempt real property taxes during the original term provided for under the Agreement; and

WHEREAS, the Board of Education, pursuant to that certain Tax Incentive Agreement with the City effective as of April 28, 2020 (as may be amended, the "2020 Board of Education Agreement"), has approved exemptions of up to 100 percent of Community Reinvestment Area projects authorized by Council beginning in 2020, 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 2020 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 during the Additional Abatement Period; and

WHEREAS, DCED estimates that, during the Additional Abatement Period, the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately \$27,433; now, therefore,

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

Section 1. That Council authorizes the City Manager:

- (a) to execute an amendment to a certain Community Reinvestment Area Tax Exemption Agreement dated January 9, 2015 (the "Agreement"), between the City of Cincinnati (the "City"), Rhinegeist Properties, LLC, and Rhinegeist, LLC (together, the "Company"), relating to real property located at 1910 Elm Street in the Over-the-Rhine neighborhood of Cincinnati (the "Property"), which amendment shall be in substantially the form of Attachment A to this ordinance (the "Amendment"), and which will authorize the extension of the real property tax exemption provided by the Agreement by up to five additional years, provided the Company satisfies certain conditions as described in the Agreement, as amended by the Amendment, including compliance with all statutory requirements;
- (b) to submit on behalf of Council annual reports on the Agreement, as amended by the Amendment, 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
- (c) to take all necessary and proper actions to fulfill the City's obligations under the Agreement, as amended by the Amendment.

Section 2. That this ordinance shall be an emergency measure necessary for the preservation

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

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

parties to execute the Amendment as soon as possible to facilitate additional improvements to the

Property.

Passed:	, 2025
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Aftab Pureval, Mayor

Attest:

#### FIRST AMENDMENT to Community Reinvestment Area Tax Exemption Agreement

THIS FIRST AMENDMENT TO COMMUNITY REINVESTMENT AREA TAX EXEMPTION AGREEMENT (this "**Amendment**") is entered into on the Effective Date (as defined on the signature page hereof) by and among the CITY OF CINCINNATI, an Ohio municipal corporation (the "**City**"), and RHINEGEIST PROPERTIES, LLC, an Ohio limited liability company, and RHINEGEIST, LLC, an Ohio limited liability company (together, the "**Company**").

#### Recitals:

A. The City and the Company are parties to a *Community Reinvestment Area Tax Exemption Agreement* dated January 9, 2015 (the "**Agreement**"), where the Company agreed to remodel an existing building located at 1910 Elm Street, Cincinnati, Ohio 45202 (the "**Property**"), into a brewery manufacturing facility and bar as more particularly described in the Agreement (the "**Project**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

B. The Company has informed the City that the Project was not completed by the December 31, 2015, completion deadline set forth in the Agreement, but the Company completed the Project on October 4, 2016, as evidenced by a certificate of occupancy. The Company has requested that the City amend the Agreement to extend the completion deadline for the Project to October 4, 2016, and amend the commencement of the abatement to no later than 2016. The City is agreeable to amending the completion deadline and the abatement commencement deadline, on and subject to the terms and conditions of this Amendment.

C. The Company has represented to the City that the Project is in need of unexpected repairs. The Company has requested that the City agree to amend the Agreement to extend the tax abatement an additional 5 years to help the Company absorb the additional costs of repairs and continue to grow.

D. The Company has represented to the City that the roofing and façade improvements will create temporary construction jobs while retaining 265 existing full-time equivalent jobs at the Property and change the estimated cost of improvements to \$4,049,976.

E. The City, upon the recommendation of the Department of Community and Economic Development, is willing to amend the Agreement to extend the abatement term by 5 years to account for the additional improvements to the Property.

F. Following the execution of the Agreement, the City and the Board of Education entered into that certain *Tax Incentive Agreement*, executed on April 28, 2020, pursuant to which, the Board of Education approved exemptions of up to 100% of Community Reinvestment Area projects on and after April 28, 2020, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.

G. The Company has entered into (or will enter into) a second agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes for the Additional Abatement Period (as defined below) that would have been paid to the Hamilton County Auditor if the Agreement, as amended hereby. was not in effect (the "Board of Education Agreement").

H. This Amendment has been authorized by Ordinance No. \_\_\_\_-2025, passed by Cincinnati City Council on \_\_\_\_\_, 2025.

NOW, THEREFORE, the parties agree as follows:

1. **Board of Education of the Cincinnati School District.** Recital L. and Recital M. are hereby deleted and replaced with the following:

- L. The Board of Education of the Cincinnati School District (the "Board of Education"), pursuant to (i) an agreement with the City entered into on July 2, 1999 (as amended), and (ii) a *Tax Incentive Agreement*, effective as of April 28, 2020, each entered into between the Board of Education and the City, has approved exemptions of up to one hundred percent (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; and
- M. The Company has entered into (or will enter into) (i) during the Initial Abatement Period (as defined in Section 2), an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to twentyfive percent (25%) of the full amount of exempt real property taxes that would have been paid to the Hamilton County Auditor if this Agreement were not in effect (the "<u>1999 Board of Education Agreement</u>"); and (ii) during the Additional Abatement Period (as defined in Section 2), an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to the Hamilton County Auditor if this Agreement were not in effect (the "<u>2020 Board of Education Agreement</u>", and together with the 1999 Board of Education Agreement, the "<u>Board of Education Agreement</u>").

2. **Project Cost and Completion.** With reference to Section 1 of the Agreement, the phrase "at an estimated aggregate cost of Two Million Two Hundred Thousand Dollars (\$2,200,000) to commence after the execution of this Agreement and to be completed no later than December 31, 2015." is hereby deleted and the phrase "at an estimated aggregate cost of \$4,049,976 to commence after the execution of this Agreement and to be completed no later than October 4, 2016." is inserted in its place.

3. <u>**Real Property Tax Exemption.</u>** Section 2 of the Agreement is hereby deleted and replaced with the following:</u>

Real Property Tax Exemption. Subject to the satisfaction of the Section 2. 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 one hundred percent (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 ten (10) years. provided that the Company shall have entered into the 1999 Board of Education Agreement. After completion of the Project, the Company must file the appropriate application for tax exemption with the City's Housing Officer for the City of Cincinnati, the Director of the City's Department of Community and Economic Development (the "Housing Officer"), to proceed with the exemption authorized by this Agreement. The Company is solely responsible to take this action. 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 <u>assessed</u>, as opposed to years in which taxes are <u>billed</u>. No exemption shall commence after tax year 2016 nor extend beyond the <u>earlier</u> of (i) tax year 2025 or (ii) the end of the tenth (10<sup>th</sup>) year of exemption (the "<u>Initial Abatement Period</u>"). Commencing at the end of the tenth (10<sup>th</sup>) year of the exemption, the exemption shall continue an additional five (5) years, to end no later than the end of tax year 2030 (the "Additional Abatement Period").

4. **Jobs.** Section 12 of the Agreement is hereby deleted and replaced with the following:

Section 12. Jobs. At the start of the Initial Abatement Period, the Company represents that the Company will have twenty-five (25) existing full-time employees with annual payroll of approximately one million dollars (\$1,000,000) at the Property or in the State. At the start of the Additional Abatement Period, the Company represents that the Company will have 265 existing full-time employees with annual payroll of approximately \$15,500,000 at the Property (the "<u>Retained Jobs</u>"). The Company agrees to use its best efforts to cause the Retained Jobs to be retained at the Property.

5. **Job Creation and Retention.** Section 13. A. and B. of the Agreement are hereby deleted and replaced with the following:

A. <u>Jobs to be Created by Company</u>. During the Initial Abatement Period, the Company agrees to use its best efforts to create thirty (30) full-time temporary construction jobs at the Property in connection with the Project. The job creation period during the Initial Abatement Period shall begin upon execution of this Agreement and shall end three (3) years thereafter.

B. <u>Company's Estimated Payroll Increase</u>. The Company's increase in the number of employees during the Initial Abatement Period will result in approximately Nine Hundred Thousand Dollars (\$900,000) of additional annual payroll, all of which shall be for the full-time temporary construction jobs described above. The Company's increase in the number of employees during the Additional Abatement Period will result in approximately \$600,000 of additional annual payroll, all of which shall be for the full-time temporary construction jobs described above.

6. <u>Annual Fee</u>. Section 18 of the Agreement is hereby deleted and replaced with the following:

Section 18. <u>Annual Fee</u>. The Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

7. <u>General Indemnity</u>. The following new Section 35 shall be added and incorporated into the Agreement:

35. <u>General Indemnity</u>. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, the Company shall defend, indemnify, and hold the City, its officers, council members, employees, and agents (collectively, the "<u>Indemnified Parties</u>") harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages (collectively, "<u>Claims</u>") suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of the Company, its agents, employees, contractors, subcontractors, licensees, invitees, or

anyone else acting at the request of the Company in connection with the Project. The Company's indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement with respect to Claims arising prior thereto.

8. **<u>Release</u>**. In consideration of the City's execution of this Amendment, the Company hereby waives any and all defaults or failures to observe or perform any of the City's obligations under the Agreement and any other liability of any kind on the part of the City to the extent any such default, failure or liability occurred or arose before the Effective Date.

9. <u>**Reaffirmation**</u>. All terms of the Agreement not amended hereby or not inconsistent herewith shall remain in full force and effect, and the Agreement, as amended hereby, is hereby ratified and reaffirmed by the parties.

10. <u>Counterparts and Electronic Signatures</u>. This Amendment may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Amendment may be executed and delivered by electronic signature.

[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

# RHINEGEIST PROPERTIES, LLC, an Ohio limited liability company

By:		By:		
By: Sheryl M. M. Long, City Manager		Printed Name:		
Date:	, 2025			
		Title:		
		Date:	, 2025	
		RHINEGEIST, LLC an Ohio limited liab		
		Ву:		
		Printed Name:		
		Title:		
		Date:	, 2025	
Approved as to Form:				
Assistant City Solicitor				
Certified Date:				
Fund/Code:				
Amount:				

By: <u>Steve Webb, City Finance Director</u>



May 7, 2025

To:	Mayor and Members of City Council
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202500940

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Finance: Moral Obligation Payment to CCH Incorporated

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the payment of \$14,057 from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation to CCH Incorporated for outstanding charges related to software licenses and maintenance services from January 1, 2025 through December 31, 2025.

Approval of this Emergency Ordinance authorizes the payment of \$14,057 from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation to CCH Incorporated for outstanding charges related to software licenses and maintenance services from January 1, 2025 through December 31, 2025. Sufficient funds exist in the account to make the payment.

CCH Incorporated provides software licenses and maintenance services that are critical to the Finance Department's preparation of the Annual Comprehensive Financial Report (ACFR). Due to procurement and contract development delays, an agreement with CCH Incorporated was not executed prior to the start of the service period on January 1, 2025.

The reason for the emergency is the immediate need to pay CCH Incorporated in a timely manner for outstanding charges.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

# EMERGENCY

JWF

-2025

**AUTHORIZING** the payment of \$14,057 from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation to CCH Incorporated for outstanding charges related to software licenses and maintenance services from January 1, 2025 through December 31, 2025.

WHEREAS, CCH Incorporated provides software licenses and maintenance services that are critical to the Finance Department's preparation of the Annual Comprehensive Financial Report; and

WHEREAS, due to procurement and contract development delays, an agreement with CCH Incorporated was not executed prior to the start of the service period on January 1, 2025; and

WHEREAS, there are sufficient funds in General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 to pay for the licenses and services provided by CCH Incorporated; and

WHEREAS, Council desires to provide payment to CCH Incorporated for outstanding charges of \$14,057 related to software licenses and maintenance services from January 1, 2025 through December 31, 2025; now, therefore,

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

Section 1. That the Finance Director is authorized to pay \$14,057 from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation to CCH Incorporated for outstanding charges

related to software licenses and maintenance services from January 1, 2025 through December 31,

2025.

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

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

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay CCH Incorporated in a timely manner for outstanding charges.

Passed:\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:\_\_\_\_\_Clerk



May 7, 2025

To: Mayor and Members of City Council

202500941

From: Sheryl M. M. Long, City Manager

# Subject: Emergency Ordinance – CMO: Adopt A Class Funding Agreement

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a funding agreement with Adopt A Class to provide one-time operational support to the program; **AUTHORIZING** the City Manager to expend existing resources of up to \$20,000 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to Adopt A Class; and **DECLARING** such expenditure to serve a public purpose.

This Emergency Ordinance authorizes the City Manager to execute a funding agreement with Adopt A Class to provide one-time operational support to the program. This Emergency Ordinance also authorizes the City Manager to expend existing resources in the amount of up to \$20,000 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to Adopt A Class. Finally, this Emergency Ordinance declares such expenditure to serve a public purpose.

Adopt A Class connects local students with caring, adult mentors who provide exposure to a breadth of life and career experiences to increase students' knowledge of opportunities. The program connects business, governments, and civic partners with students from underserved communities for monthly classroom visits and a year-end field trip. Adopt A Class currently serves approximately 10,000 students in 46 different schools within the Greater Cincinnati area.

Providing one-time operational support for Adopt A Class is in accordance with the "Live" goal to "[b]uild a robust public life" and strategy to "[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people" as described on pages 149-152 of Plan Cincinnati (2012)

The reason for the emergency is the immediate need to execute a funding agreement with Adopt A Class to provide prompt payment in support of upcoming programming.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

# E M E R G E N C Y

KKF

### - 2025

**AUTHORIZING** the City Manager to execute a funding agreement with Adopt A Class to provide one-time operational support to the program; **AUTHORIZING** the City Manager to expend existing resources of up to \$20,000 from the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to provide one-time operational support to Adopt A Class; and **DECLARING** such expenditure to serve a public purpose.

WHEREAS, Adopt A Class connects local students with caring, adult mentors who provide exposure to a breadth of life and career experiences to increase students' knowledge of opportunities; and

WHEREAS, Adopt A Class connects business, governments, and civic partners with students from underserved communities for monthly classroom visits and a year-end field trip; and

WHEREAS, Adopt A Class currently serves approximately 10,000 students in 46 different schools within the Greater Cincinnati area; and

WHEREAS, providing one-time operational support for Adopt A Class is in accordance with the "Live" goal to "[b]uild a robust public life" and strategy to "[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people" as described on pages 149-152 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to execute a funding agreement with Adopt

A Class to provide one-time operational support to the program.

Section 2. That the City Manager is authorized to expend up to \$20,000 from the City

Manager's Office General Fund non-personnel operating budget account no. 050x101x7200 to

provide one-time operational support to Adopt A Class.

Section 3. That providing one-time operational support to Adopt A Class is declared to

serve a public purpose because it promotes community engagement and education within

Cincinnati's schools.

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

proper to carry out the provisions of Section 1 through 3.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to execute a funding agreement with Adopt A Class to provide prompt payment in support of upcoming programming.

Passed:\_\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:

Clerk



May 7, 2025

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

202500942

From: Sheryl M. M. Long, City Manager

# Subject: Emergency Ordinance – Cincinnati Recreation Commission: Donations for Various Ballfields and Recreation Areas

Attached is an Emergency Ordinance captioned:

ESTABLISHING new capital improvement program project account no. 980x199x251928, "Walnut Hills Recreation Improvements RCF," for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area; AUTHORIZING the City Manager to accept a donation of \$150,000 from the Reds Community Fund for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area; AUTHORIZING the Director of Finance to deposit \$150,000 from the Reds Community Fund into Fund 319x8571, "Contributions For Recreation Purposes," for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area; AUTHORIZING the City Manager to transfer and appropriate \$150,000 from the unappropriated surplus of Fund 319, "Contributions For Recreation Purposes," into newly established capital improvement program project account no. 980x199x251928, "Walnut Hills Recreation Improvements RCF," for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area: and AUTHORIZING the City Manager to accept an in-kind donation of goods and professional services from the Reds Community Fund valued at up to \$850,000 for the installation of a synthetic baseball infield and various improvements that include Bush Recreation Center, Ashland Recreation Area, and improvements to the Avondale T-ball field.

Approval of this Emergency Ordinance would authorize the establishment of new capital improvement program project account no. 980x199x251928, "Walnut Hills Recreation Improvements RCF," for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area. The Emergency Ordinance then authorizes the City Manager to accept a donation of \$150,000 from the Reds Community Fund for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area. It then authorizes the Finance Director to deposit that donation into Fund 319x8571, "Contributions For Recreation Purposes," and then authorizes the City Manager to transfer and appropriate the revenue into newly established capital improvements RCF." Finally, the Emergency Ordinance authorizes the City Manager to accept an in-kind donation of goods and professional services from the Reds Community Fund valued at up to

\$850,000 for the installation of a synthetic baseball infield and various improvements that include Bush Recreation Center, Ashland Recreation Area, and improvements to the Avondale T-ball field. The various improvements will benefit the Walnut Hills and Avondale neighborhoods.

Acceptance of this donation to support turf infield installations and various improvements is in accordance with the "Live" goal to "[b]uild a robust public life" and the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" as described on pages 149 and 209 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to enter into a contract for the donated services within Fiscal Year 2025.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

# EMERGENCY

KKF

### - 2025

**ESTABLISHING** new capital improvement program project account no. 980x199x251928, "Walnut Hills Recreation Improvements RCF," for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area; **AUTHORIZING** the City Manager to accept a donation of \$150,000 from the Reds Community Fund for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area; **AUTHORIZING** the Director of Finance to deposit \$150,000 from the Reds Community Fund into Fund 319x8571, "Contributions For Recreation Purposes," for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area; **AUTHORIZING** the transfer and appropriate \$150,000 from the unappropriated surplus of Fund 319, "Contributions For Recreation Purposes," into newly established capital improvement program project account no. 980x199x251928, "Walnut Hills Recreation Improvements RCF," for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area; and **AUTHORIZING** the City Manager to accept an in-kind donation of goods and professional services from the Reds Community Fund valued at up to \$850,000 for the installation of a synthetic baseball infield and various improvements that include Bush Recreation Center, Ashland Recreation Area, and improvements to the Avondale T-ball field.

WHEREAS, the Cincinnati Recreation Commission and the Reds Community Fund have been working cooperatively for several years to provide area youth and adult leagues with the best baseball and softball experience possible; and

WHEREAS, installation of turf fields and various improvements will benefit the Walnut Hills and Avondale neighborhoods; and

WHEREAS, accepting a donation to support turf infield installations and various improvements is in accordance with the "Live" goal to "[b]uild a robust public life" and the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" as described on pages 149 and 209 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. 980x199x251928, "Walnut Hills Recreation Improvements RCF," for the

installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area.

Section 2. That the City Manager is authorized to accept a donation of \$150,000 from the Reds

Community Fund for the installation of a turf infield at Owls Nest and various improvements at the

Ashland Recreation Area.

Section 3. That the Director of Finance is authorized to deposit \$150,000 from the Reds Community Fund into Fund 319x8571, "Contributions For Recreation Purposes," for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area.

Section 4. That the City Manager is authorized to transfer and appropriate \$150,000 from the unappropriated surplus of Fund 319, "Contributions For Recreation Purposes," into newly established capital improvement program project account no. 980x199x251928, "Walnut Hills Recreation Improvements RCF," for the installation of a turf infield at Owls Nest and various improvements at the Ashland Recreation Area.

Section 5. That the City Manager is authorized to accept an in-kind donation of goods and professional services from the Reds Community Fund valued at up to \$850,000 for the installation of a synthetic baseball infield and various improvements that include Bush Recreation Center, Ashland Recreation Area, and improvements to the Avondale T-ball field.

Section 6. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of the donations and Sections 1 through 5.

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 enter into a contract for the donated services within Fiscal Year 2025.

Passed:	, 2025

Aftab Pureval, Mayor

Attest:

Clerk



May 7, 2025

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

202500943

From: Sheryl M. M. Long, City Manager

# Subject: Emergency Ordinance – FY 2025 Restricted Funds Operating Budget Final Adjustment Ordinance (FAO)

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the transfer of \$10,676,473 existing within certain Restricted Funds and the unappropriated surplus of certain Restricted Funds according to the attached Schedules of Transfer to realign and provide resources for the ongoing needs of City departments through the end of FY 2025; **ESTABLISHING** new capital improvement program project account no. 980x981x252534, "Fleet Replacements – Pharmacy Vehicle," to provide resources for the Cincinnati Health Department to acquire or replace automotive or motorized equipment necessary to facilitate pharmacy delivery services; and **AUTHORIZING** the transfer and appropriation of \$40,000 from the unappropriated surplus of Cincinnati Health District Fund 416 to newly established capital improvement program project account no. 980x981x252534, "Fleet Replacements – Pharmacy Vehicle," to provide resources for a pharmacy delivery vehicle.

The attached Emergency Ordinance balances the City's Restricted Fund accounts as required by state law and authorizes transfers for 16 appropriated Restricted Funds. These include transfers within appropriations as well as increases to appropriations for 11 funds.

# **RESTRICTED FUND TRANSFERS WITHIN CURRENT APPROPRIATION**

The transfers within current FY 2025 appropriations are for the following 12 funds: Water Works Fund 101, Parking System Facilities Fund 102, Municipal Golf Fund 105, Stormwater Management Fund 107, Street Construction Maintenance & Repair Fund 301, Income Tax-Infrastructure Fund 302, Parking Meter Fund 303, Municipal Motor Vehicle License Tax Fund 306, Recreation Special Activities Fund 323, Hazard Abatement Fund 347, Community Health Center Activities Fund 395, and Cincinnati Health District Fund 416.

The information below summarizes the need and transfers for each fund.

# <u>Water Works Fund 101 – \$2,739,000</u>

## Greater Cincinnati Water Works - \$2,739,000

Transfers in the amount of \$2,739,000 are needed for the Greater Cincinnati Water Works (GCWW). This need is related to expert services for hydrant flow testing, strategic planning, and equipment repair and replacement. This need is also due to increases needed for additional parts and supplies as well as unforeseen legal judgments. Salary and fringe benefit savings are available in various agencies to offset the non-personnel needs.

# Parking System Facilities Fund 102 - \$540

## <u>Non-Departmental Accounts – \$540</u>

A transfer in the amount of \$540 is needed for increased costs associated with the Public Employees Assistance Program (PEAP) and Workers' Compensation Insurance. Non-personnel savings in the Department of Community and Economic Development Division of Parking are available to offset this need.

## Municipal Golf Fund 105 – \$21,658

## Cincinnati Recreation Commission - \$21,658

A transfer of salary and benefits savings in the amount of \$21,658 is needed for increased contractual services costs related to municipal golf course management.

## Stormwater Management Fund 107 – \$365,018

## Department of Buildings and Inspections - \$365,018

A transfer in the amount of \$365,018 is needed for increased contractual services related to the Private Lot Abatement Program (PLAP) operations, collection agency fees, and audit fees. Salary and fringe benefit savings are available to offset this need.

## Street Construction Maintenance & Repair Fund 301 - \$350,000

Department of Public Services - \$350,000

A transfer of personnel savings in the amount of \$350,000 is needed for increased contractual services related to potholes and truck repair, as well as increased employee benefits expenses.

## Income Tax-Infrastructure Fund 302 - \$247,070

## <u>Cincinnati Parks Department – \$130</u>

A transfer of \$130 is needed to cover a fringe benefit need in the Administration & Program Services Division, which can be offset by fringe benefit savings in the Operations & Facilities Management Division.

# Department of Transportation & Engineering - \$235,000

A transfer in the amount of \$235,000 is needed to account for a shortfall in personnel and fringe benefit resources in the Division of Transportation Planning and the Division of Traffic Engineering. Additional non-personnel resources are also needed for energy cost increases. Personnel and benefit savings in the Office of the Director, the Engineering Division, and Division of Traffic Services are available to offset the above items.

## Non-Departmental Accounts - \$11,940

A transfer of \$11,940 within the Non-Departmental accounts is needed for costs related to Workers' Compensation Insurance.

# Parking Meter Fund 303 - \$40,000

<u>Department of Community and Economic Development – \$40,000</u> The Division of Parking Facilities requires a transfer of \$40,000 in employee benefit savings to cover contractual services needs related to parklets.

# <u>Municipal Motor Vehicle License Tax Fund 306 – \$100,000</u>

## Department of Public Services - \$100,000

A transfer of personnel savings in the amount of \$100,000 is needed for increased contractual services related to vehicle repairs.

# **Recreation Special Activities Fund 323 – \$963,500**

## Cincinnati Recreation Commission - \$963,500

The Cincinnati Recreation Commission requires transfers within appropriations in the amount of \$963,500 to cover salary and benefit needs in the West Region, East Region, Central Region, the Athletics program, and the Administration Division, as well as various non-personnel needs in the West Region, East Region, Central Region, and the Athletics program. Various non-personnel savings can be utilized to cover these needs.

## Hazard Abatement Fund 347 - \$50,000

## Department of Buildings and Inspections - \$50,000

Personnel savings in the amount of \$50,000 from the Property Maintenance Code Enforcement division can be used to cover a contractual services need related to graffiti abatement and audit fees.

# Community Health Center Activities Fund 395 - \$780,000

## <u>Cincinnati Health Department – \$780,000</u>

Transfers in the amount of \$780,000 are needed for a personnel need in the Division of Primary Health Care – Programs and non-personnel needs related to telephone costs in the Division of Primary Health Care – Programs, security expenses in the Division of Primary Health Care – Centers, and medical services needs in the Division of School & Adolescent Health. Personnel savings in the Division of Primary Health Care – Centers is available to offset the above needs.

## <u>Cincinnati Health District Fund 416 - \$1,803,080</u>

## <u>Cincinnati Health Department - \$1,803,000</u>

Transfers in the amount of \$1,803,000 are needed for increased personnel expenses in the Division of Community Health Centers, emergency building repairs in the Division of Technical Resources, and temporary employee services in the Division of Community Health Centers, the Division of Primary Health Care – Programs, and the Division of Primary Health Care – Centers. These needs can be offset by personnel and benefit savings in the Office of the Commissioner, the Division of Technical Resources, and the Division of Primary Health Care – Centers.

## Non-Departmental Accounts - \$80

A need of \$80 exists in the Non-Departmental accounts related to the Public Employees Assistance Program (PEAP). This need can be offset by non-personnel savings in the Cincinnati Health Department Division of Primary Health Care – Programs.

## TRANSFERS RESULTING IN A SUPPLEMENTAL APPROPRIATION

The following 11 funds require supplemental appropriations in FY 2025: Municipal Golf Fund 105, Stormwater Management Fund 107, Street Construction Maintenance & Repair Fund 301, Parking Meter Fund 303, Municipal Motor Vehicle License Tax Fund 306, Sawyer Point Fund 318, Recreation Special Activities Fund 323, Riverfront Park Fund 329, Community Health Center Activities Fund 395, Cincinnati Area Geographic Information System (CAGIS) Fund 449, and County Law Enforcement Applied Regionally (CLEAR) Fund 457.

The information below summarizes the need and transfers for each fund.

## <u>Municipal Golf Fund 105 – \$725,140</u>

## <u>Cincinnati Recreation Commission - \$725,000</u>

A need of \$725,000 exists in the Cincinnati Recreation Commission related to increased contractual services expenses. Golf courses have seen increased utilization

during Fiscal Year 2025, which has increased associated costs in expert services. Municipal Golf Fund revenue is projected to exceed budgeted estimates, which will offset the supplemental appropriation.

## Non-Departmental Accounts - \$140

A need of \$140 exists in the Non-Departmental accounts related to the Public Employees Assistance Program (PEAP) and Workers' Compensation Insurance.

## Stormwater Management Fund 107 - \$6,930

Non-Departmental Accounts - \$6,930

A need of \$6,930 exists in the Non-Departmental accounts related to the Public Employees Assistance Program (PEAP) and Workers' Compensation Insurance.

## Street Construction Maintenance & Repair Fund 301 - \$250,230

## Department of Public Services - \$250,000

The Department of Public Services has a need of \$250,000 related to contractual services for a pothole blitz.

## Non-Departmental Accounts - \$230

A need of \$230 exists in the Non-Departmental accounts related to the Public Employees Assistance Program (PEAP).

## Parking Meter Fund 303 - \$40

## <u>Non-Departmental Accounts - \$40</u>

A need of \$40 exists in the Non-Departmental accounts related to the Public Employees Assistance Program (PEAP).

## Municipal Motor Vehicle License Tax Fund 306 - \$1,250,150

## Department of Public Services - \$1,250,000

The Department of Public Services has a need of \$1,250,000 related to contractual services for a pothole blitz.

## <u>Non-Departmental Accounts – \$150</u>

A need of \$150 exists in the Non-Departmental accounts related to the Public Employees Assistance Program (PEAP).

# Sawyer Point Fund 318 - \$36,000

## <u>Cincinnati Parks Department - \$36,000</u>

The Cincinnati Parks Department has a non-personnel need of \$36,000 for security services and flood related contractual services.

# **Recreation Special Activities Fund 323 – \$448,567**

## Cincinnati Recreation Commission - \$446,887

A need of \$446,887 exists in the Cincinnati Recreation Commission for the summer aquatics program to support pool openings and lifeguard pay.

## Non-Departmental Accounts - \$1,680

A need of \$1,680 exists in the Non-Departmental accounts related to the Public Employees Assistance Program (PEAP).

## Cincinnati Riverfront Park Fund 329 - \$66,100

## <u>Cincinnati Parks Department – \$65,000</u>

The Cincinnati Parks Department has a non-personnel need of \$65,000 for security services and flood related contractual services.

## Non-Departmental Accounts – \$1,100

A need of \$1,100 exists in the Non-Departmental account for Workers' Compensation Insurance.

# Community Health Center Activities Fund 395 - \$5,480

## Non-Departmental Accounts - \$5,480

A need of \$5,480 exists in the Non-Departmental accounts related to the Public Employees Assistance Program (PEAP) and Workers' Compensation Insurance.

## <u>Cincinnati Area Geographic Information Systems (CAGIS) Fund 449 – \$30</u>

Non-Departmental Accounts – \$30

A need of \$30 exists in the Non-Departmental accounts related to the Public Employees Assistance Program (PEAP).

# County Law Enforcement Applied Regionally (CLEAR) Fund 457 - \$60

## Non-Departmental Accounts – \$60

A need of \$60 exists in the Non-Departmental accounts related to the Public Employees Assistance Program (PEAP).

# TRANSFERS TO UNAPPROPRIATED SURPLUS RESULTING FROM SAVINGS

The following three funds have departmental savings that will be returned to the unappropriated surplus of each fund:

# Parking System Facilities Fund 102 - \$199,460

<u>Department of Community and Economic Development – \$199,460</u> The Division of Parking Facilities has a savings of \$199,460 related to contractual services.

## Income Tax-Infrastructure Fund 302 - \$188,500

Department of Finance - \$8,500

The Accounts & Audits Division reports a total savings of \$8,500 related to decreased salary and benefits spending.

Department of Public Services – \$180,000

The Traffic and Road Operations Division (TROD) is returning a total of \$180,000 to fund balance related to automotive and fuel savings.

## <u>Cincinnati Health District Fund 416 – \$39,920</u>

<u>Cincinnati Health Department – \$39,920</u>

The Division of Primary Health Care – Programs has a non-personnel savings of \$39,920.

# TRANSFERS TO THE CAPITAL BUDGET

## <u>Cincinnati Health District Fund 416 - \$40,000</u>

## <u>Cincinnati Health Department – \$40,000</u>

The Cincinnati Health Department is transferring \$40,000 from the unappropriated surplus of the Cincinnati Health District Fund to capital improvement program project account no. 980x981x252534, "Fleet Replacements – Pharmacy Vehicle" to provide resources for a pharmacy delivery vehicle.

The reason for the emergency is the immediate need to realign and provide resources within the Restricted Funds for the ongoing needs of City departments and to enable the delivery of pharmacy services.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

# <u>E M E R G E N C Y</u>

## MSS

## - 2025

**AUTHORIZING** the transfer of \$10,676,473 existing within certain Restricted Funds and the unappropriated surplus of certain Restricted Funds according to the attached Schedules of Transfer to realign and provide resources for the ongoing needs of City departments through the end of FY 2025; **ESTABLISHING** new capital improvement program project account no. 980x981x252534, "Fleet Replacements – Pharmacy Vehicle," to provide resources for the Cincinnati Health Department to acquire or replace automotive or motorized equipment necessary to facilitate pharmacy delivery services; and **AUTHORIZING** the transfer and appropriation of \$40,000 from the unappropriated surplus of Cincinnati Health District Fund 416 to newly established capital improvement program project account no. 980x981x252534, "Fleet Replacements – Pharmacy Vehicle," to provide resources for a pharmacy Vehicle," to provide resources for a pharmacy Vehicle.

WHEREAS, a need has arisen since the beginning of Fiscal Year 2025 to transfer various sums within the City's Restricted Funds according to the attached Schedules of Transfer to realign and provide resources for the ongoing needs of City departments; and

WHEREAS, the Cincinnati Health Department requires a pharmacy delivery vehicle and has sufficient Cincinnati Health District Funds savings for the purchase; now, therefore,

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

Section 1. That \$10,676,473 existing within certain Restricted Funds and the unappropriated

surplus of certain Restricted Funds is transferred according to the Schedules of Transfer attached

hereto and by reference made a part of this ordinance to realign and provide resources for the ongoing

needs of City departments through the end of FY 2025.

Section 2. That new capital improvement program project account no. 980x981x252534,

"Fleet Replacements – Pharmacy Vehicle," is established to provide resources for the Cincinnati Health Department to acquire or replace automotive or motorized equipment necessary to facilitate pharmacy delivery services.

Section 3. That the transfer and appropriation of \$40,000 from the unappropriated surplus of Cincinnati Health District Fund 416 to newly established capital improvement program project

account no. 980x981x252534, "Fleet Replacements – Pharmacy Vehicle," is authorized to provide resources for the acquisition or replacement of a pharmacy delivery vehicle.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to realign and provide resources within the Restricted Funds for the ongoing needs of City departments and to enable the delivery of pharmacy services.

Passed:\_\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:

Clerk

#### FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 101 Water Works

			Appropriation					Appropriation	
REDUCTIONS	Fund	Agency	Unit	\$ Amount	INCREASES	Fund	Agency	Unit	\$ Amount
TRANSFERS WITHIN APPROPRIA	TIONS				TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
GREATER CINCINNATI WATER WORKS					GREATER CINCINNATI WATER WORKS				
DIVISION OF BUSINESS SERVICES	101	301	7100	300,000	DIVISION OF BUSINESS SERVICES	101	301	7200	433,000
DIVISION OF BUSINESS SERVICES	101	301	7500	100,000	DIVISION OF BUSINESS SERVICES	101	301	7400	435,000
DIVISION OF COMMERCIAL SERVICES	101	302	7100	188,000	DIVISION OF WATER SUPPLY	101	303	7200	400,000
DIVISION OF WATER SUPPLY	101	303	7100	700,000	DIVISION OF WATER SUPPLY	101	303	7300	310,000
DIVISION OF WATER SUPPLY	101	303	7500	290,000	DIVISION OF WATER DISTRIBUTION	101	304	7200	800,000
DIVISION OF WATER DISTRIBUTION	101	304	7100	150,000	DIVISION OF WATER DISTRIBUTION	101	304	7300	255,000
DIVISION OF WATER DISTRIBUTION	101	304	7500	400,000	DIVISION OF WATER QUALITY AND TREATMENT	101	305	7200	80,000
DIVISION OF ENGINEERING	101	306	7100	611,000	DIVISION OF ENGINEERING	101	306	7200	6,000
					DIVISION OF ENGINEERING	101	306	7300	20,000
Subtotal Transfers Within Appropriation	ons		-	2,739,000	Subtotal Transfers Within Appropriatio	ns		-	2,739,000
				2 = 20 000					2 = 20 000
TOTAL FUND REDUCTIONS				2,739,000	TOTAL FUND INCREASES				2,739,000

## FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 102 Parking System Facilities

		Appropriation					Appropriation	
Fund	Agency	Unit	\$ Amount	INCREASES	Fund	Agency	Unit	\$ Amount
RIATIONS				TRANSFERS WITHIN APPROPRIATION	NS			
				USE ACCOUNTS				
				NON-DEPARTMENTAL ACCOUNTS				
102	248	7200	540	PUBLIC EMPLOYEES ASSISTANCE PROGRAM	102	919	7500	130
				WORKERS COMPENSATION	102	921	7500	410
riations		-	540	Subtotal Transfers Within Appropriation	ıs			540
ΓIONS				SUPPLEMENTAL APPROPRIATIONS				
				USE ACCOUNTS				
102	248	7200	199,460	UNAPPROPRIATED SURPLUS	102			199,460
riations		-	199,460	Subtotal Supplemental Appropriation	ıs			199,460
			200.000	TOTAL FUND INCREASES				200,000
]	RIATIONS 102 priations FIONS	102 248 oriations TIONS 102 248	Fund Agency     Unit       RIATIONS     102     248     7200       priations     102     248     7200       100     248     7200	Fund Agency         Unit         \$ Amount           RIATIONS         102         248         7200         540           priations         540         540         540           Prince         102         248         7200         540           priations         102         248         7200         199,460           priations         102         248         7200         199,460	Fund Agency     Unit     \$ Amount     INCREASES       RIATIONS     TRANSFERS WITHIN APPROPRIATION USE ACCOUNTS     USE ACCOUNTS       102     248     7200     540       priations     540     Subtotal Transfers Within Appropriation Subtotal Transfers Within Appropriation SUPPLEMENTAL APPROPRIATIONS USE ACCOUNTS       102     248     7200     199,460	Fund Agency       Unit       \$ Amount       INCREASES       Fund         RIATIONS       Image: Comparison of the system of t	Fund AgencyUnit\$ AmountINCREASESFund AgencyRIATIONSRIATIONSRIARANSFERS WITHIN APPROPRIATIONS USE ACCOUNTS NON-DEPARTMENTAL ACCOUNTS PUBLIC EMPLOYEES ASSISTANCE PROGRAM PUBLIC EMPLOYEES ASSISTANCE PROGRAM 102102919 919 919 921init in the second	Fund AgencyUnit\$ AmountINCREASESFund AgencyUnitRIATIONSINCREASESTRANSFERS WITHIN APPROPRIATIONSINCREASESINCREASESINCREASES1022487200540INCREASESINCREASESINCREASESINCREASESINCREASES1022487200540INCREASESINCREASESINCREASESINCREASESINCREASESINCREASES1022487200540Subtotal Transfers Within AppropriationsINCREASESINCREASESINCREASESINCREASES1022487200199,460UNAPPROPRIATED SURPLUS Subtotal Supplemental AppropriationsINCREASESINCREASESINCREASES

## FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 105 Municipal Golf

			Appropriation	l				Appropriation	
REDUCTIONS	Fund	Agency	Unit	\$ Amount	INCREASES	Fund	Agency	Unit	\$ Amount
TRANSFERS WITHIN APPROPRI	ATIONS				TRANSFERS WITHIN APPROPRIATIO	ONS			
SOURCE ACCOUNTS					USE ACCOUNTS				
CINCINNATI RECREATION COMMISSION					CINCINNATI RECREATION COMMISSION				
GOLF	105	195	7100	2,443	GOLF	105	195	7200	21,658
GOLF	105	195	7500	2,095					
ADMINISTRATION	105	199	7100	11,500					
ADMINISTRATION	105	199	7500	5,620					
Subtotal Transfers Within Appropria	tions			21,658	Subtotal Transfers Within Appropriation	s			21,658
SUPPLEMENTAL APPROPRIATIO	ONS				SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
					CINCINNATI RECREATION COMMISSION				
UNAPPROPRIATED SURPLUS	105			725,140	GOLF	105	195	7200	725,000
					NON-DEPARTMENTAL ACCOUNTS				
					PUBLIC EMPLOYEES ASSISTANCE PROGRAM	105	919	7500	50
					WORKERS COMPENSATION	105	921	7500	90
Subtotal Supplemental Appropria	tions			725,140	Subtotal Supplemental Appropriation	s		-	725,140
TOTAL FUND REDUCTIONS				746,798	TOTAL FUND INCREASES				746,798

#### FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 107 Stormwater Management

			Appropriation					Appropriation	
REDUCTIONS	Fund A	Agency	Unit	\$ Amount	INCREASES	Fund	Agency	Unit	\$ Amount
TD A NEFEDE WITHIN A DDODDIA TIONE					ΤΟ Α ΝΩΈΓΕΟς ΜΠΤΗΙΝΙ Α ΟΟΟΟΟΙΑΤΙΟΝΟ				
TRANSFERS WITHIN APPROPRIATIONS					TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
DEPARTMENT OF BUILDINGS AND INSPECTIONS					DEPARTMENT OF BUILDINGS AND INSPECTIONS				
BUILDINGS & INSPECTIONS, LICENSES & PERMITS	107	211	7100	280,170	PROPERTY MAINTENANCE CODE ENFORCEMENT	107	212	7200	365,018
BUILDINGS & INSPECTIONS, LICENSES & PERMITS	107	211	7500	84,848					
Subtotal Transfers Within Appropriations			-	365,018	Subtotal Transfers Within Appropriations			—	365,018
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
					NON-DEPARTMENTAL ACCOUNTS				
UNAPPROPRIATED SURPLUS	107			6,930	PUBLIC EMPLOYEES ASSISTANCE PROGRAM	107	919	7500	1,170
					WORKERS COMPENSATION	107	921	7500	5,760
Subtotal Supplemental Appropriations			-	6,930	Subtotal Supplemental Appropriations			_	6,930
TOTAL FUND REDUCTIONS				371,948	TOTAL FUND INCREASES				371,948

## FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 301 Street Construction Maintenance & Repair

			Appropriation					Appropriation	
REDUCTIONS	Fund	Agency	Unit	\$ Amount	INCREASES	Fund	Agency	Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATIO	NS				TRANSFERS WITHIN APPROPRIATI	ONS			
SOURCE ACCOUNTS					USE ACCOUNTS				
DEPARTMENT OF PUBLIC SERVICES					DEPARTMENT OF PUBLIC SERVICES				
NEIGHBORHOOD OPERATIONS	301	253	7100	350,000	TRAFFIC AND ROAD OPERATIONS	301	252	7200	200,000
					TRAFFIC AND ROAD OPERATIONS	301	252	7500	100,000
			_		NEIGHBORHOOD OPERATIONS	301	253	7200	50,000
Subtotal Transfers Within Appropriations	3			350,000	Subtotal Transfers Within Appropriation	8			350,000
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
					DEPARTMENT OF PUBLIC SERVICES				
UNAPPROPRIATED SURPLUS	301			250,230	TRAFFIC AND ROAD OPERATIONS	301	252	7300	250,000
					NON-DEPARTMENTAL ACCOUNTS				
					PUBLIC EMPLOYEES ASSISTANCE PROGRAM	301	919	7500	230
Subtotal Supplemental Appropriations	6		-	250,230	Subtotal Supplemental Appropriation	6		-	250,230
TOTAL FUND REDUCTIONS				600,230	TOTAL FUND INCREASES				600,230

## FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 302 Income Tax-Infrastructure

			Appropriation					Appropriation	
REDUCTIONS	Fund	Agency	Unit	\$ Amount	INCREASES	Fund	Agency	Unit	\$ Amour
TRANSFERS WITHIN APPROPRIATIO	ONS				TRANSFERS WITHIN APPROPRIA	TION	IS		
SOURCE ACCOUNTS					USE ACCOUNTS				
DEPARTMENT OF PARKS					DEPARTMENT OF PARKS				
<b>OPERATIONS &amp; FACILITIES MANAGEMENT</b>	302	202	7500	130	ADMINSTRATION & PROGRAM SERVICES	302	203	7500	13
DEPARTMENT OF TRANSPORTATION AND ENGINEE	RING				DEPARTMENT OF TRANSPORTATION AND ENG	INEERIN	NG		
OFFICE OF THE DIRECTOR	302	231	7100	53,000	TRANSPORTATION PLANNING	302	232	7500	40,000
ENGINEERING	302	233	7100	40,000	TRAFFIC ENGINEERING	302	239	7100	130,000
TRAFFIC SERVICES	302	238	7100	92,000	TRAFFIC ENGINEERING	302	239	7300	15,000
TRAFFIC SERVICES	302	238	7500	50,000	TRAFFIC ENGINEERING	302	239	7500	50,000
NON-DEPARTMENTAL ACCOUNTS					NON-DEPARTMENTAL ACCOUNTS				
LUMP SUM PAYMENTS	302	924	7100	11,940	WORKERS COMPENSATION	302	921	7500	11,940
Subtotal Transfers Within Appropriation	s		-	247,070	Subtotal Transfers Within Appropriation	IS		-	247,070
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIO	NS			
SOURCE ACCOUNTS					USE ACCOUNTS				
DEPARTMENT OF FINANCE									
ACCOUNTS AND AUDITS	302	133	7100	5,500	UNAPPROPRIATED SURPLUS	302			188,500
ACCOUNTS AND AUDITS	302	133	7500	3,000					,
DEPARTMENT OF PUBLIC SERVICES									
TRAFFIC AND ROAD OPERATIONS	302	252	7200	90,000					
TRAFFIC AND ROAD OPERATIONS	302	252	7300	90,000					
Subtotal Supplemental Appropriation	s		-	188,500	Subtotal Supplemental Appropriation	IS		-	188,500
TOTAL FUND REDUCTIONS				435,570	TOTAL FUND INCREASES				435,570

## FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 303 Parking Meter Fund

			Appropriation					Appropriation	
REDUCTIONS	Fund	Agency	Unit	\$ Amount	INCREASES Fun	d A	Agency	Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATI	ONS				TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
ENTERPRISE SERVICES					ENTERPRISE SERVICES				
DIVISION OF PARKING	303	248	7500	40,000	DIVISION OF PARKING 303	3	248	7200	40,000
Subtotal Transfers Within Appropriations				40,000	Subtotal Transfers Within Appropriations			-	40,000
SUPPLEMENTAL APPROPRIATIONS	5				SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
					NON-DEPARTMENTAL ACCOUNTS				
UNAPPROPRIATED SURPLUS	303			40	PUBLIC EMPLOYEES ASSISTANCE PROGRAM 303	3	919	7500	40
Subtotal Supplemental Appropriations				40	Subtotal Supplemental Appropriations			-	40
TOTAL FUND REDUCTIONS				40,040	TOTAL FUND INCREASES				40,040

#### FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 306 Municipal Motor Vehicle License Tax

			Appropriation					Appropriation	
REDUCTIONS	Fund	Agency	Unit	\$ Amount	INCREASES	Fund	Agency	Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATI SOURCE ACCOUNTS DEPARTMENT OF PUBLIC SERVICES TRAFFIC AND ROAD OPERATIONS Subtotal Transfers Within Appropriations	<b>ONS</b> 306	252	7100		TRANSFERS WITHIN APPROPRIATIC USE ACCOUNTS DEPARTMENT OF PUBLIC SERVICES TRAFFIC AND ROAD OPERATIONS Subtotal Transfers Within Appropriations	<b>DNS</b> 306	252	7200	100,000 <b>100,000</b>
SUPPLEMENTAL APPROPRIATIONS source accounts	•				SUPPLEMENTAL APPROPRIATIONS USE ACCOUNTS				
UNAPPROPRIATED SURPLUS	306			1,250,150	DEPARTMENT OF PUBLIC SERVICES TRAFFIC AND ROAD OPERATIONS	306	252	7300	1,250,000
Subtotal Supplemental Appropriations			-	1,250,150	NON-DEPARTMENTAL ACCOUNTS PUBLIC EMPLOYEES ASSISTANCE PROGRAM Subtotal Supplemental Appropriations	306	919	7500	150 1,250,150
TOTAL FUND REDUCTIONS				1,350,150	TOTAL FUND INCREASES				1,350,150

## FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 318 Sawyer Point

REDUCTIONS	Fund .	Agency	Appropriation Unit	\$ Amount	INCREASES	Fund	Agency	Appropriation Unit	\$ Amount
SUPPLEMENTAL APPROPRIATIONS SOURCE ACCOUNTS UNAPPROPRIATED SURPLUS Subtotal Supplemental Appropriations	318		_		SUPPLEMENTAL APPROPRIATIONS USE ACCOUNTS DEPARTMENT OF PARKS OPERATIONS AND FACILITY MANAGEMENT Subtotal Supplemental Appropriations	318	202	7200 _	36,000 <b>36,000</b>
TOTAL FUND REDUCTIONS				36,000	TOTAL FUND INCREASES				36,000

## FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 323 Recreation Special Activities

			Appropriation					Appropriation	
REDUCTIONS	Fund	Agency	Unit	\$ Amount	INCREASES	Fund	Agency	Unit	\$ Amour
TRANSFERS WITHIN APPROPRIAT	IONS				TRANSFERS WITHIN APPROPRIATIO	ONS			
SOURCE ACCOUNTS	-0110				USE ACCOUNTS				
CINCINNATI RECREATION COMMISSION					CINCINNATI RECREATION COMMISSION				
WEST REGION	323	191	7600	12,000	WEST REGION	323	191	7100	70,02
EAST REGION	323	192	7600	12,000	WEST REGION	323	191	7200	45,00
CENTRAL REGION	323	193	7600	12,000	WEST REGION	323	191	7500	1,18
ADMINSTRATION	323	199	7200	437,500	EAST REGION	323	192	7100	132,59
ADMINSTRATION	323	199	7300	40,000	EAST REGION	323	192	7200	67,50
ADMINSTRATION	323	199	7600	450,000	EAST REGION	323	192	7300	40,00
				,	CENTRAL REGION	323	193	7100	51,85
					CENTRAL REGION	323	193	7200	67,50
					CENTRAL REGION	323	193	7500	2,37
					ATHLETICS	323	197	7100	213,91
					ATHLETICS	323	197	7200	129,50
					ATHLETICS	323	197	7500	40,05
					ATHLETICS	323	197	7600	36,00
					ADMINSTRATION	323	199	7100	66,00
Subtotal Transfers Within Appropriation	ns		-	963,500	Subtotal Transfers Within Appropriations			-	963,50
SUPPLEMENTAL APPROPRIATION	S				SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS	0				USE ACCOUNTS				
SOURCE ACCOUNTS					CINCINNATI RECREATION COMMISSION				
UNAPPRORIATED SURPLUS	323			448,567	ATHLETICS	323	197	7100	446,8
					NON-DEPARTMENTAL ACCOUNTS				
			-		PUBLIC EMPLOYEES ASSISTANCE PROGRAM	323	919	7500	1,6
Subtotal Supplemental Appropriation	ns			448,567	Subtotal Supplemental Appropriations				448,56
FOTAL FUND REDUCTIONS				1,412,067	TOTAL FUND INCREASES				1,412,06

# FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 329 Riverfront Park

REDUCTIONS	Fund Agency	Appropriation Unit	\$ Amount	INCREASES	Fund	Agency	Appropriation Unit	\$ Amount
SUPPLEMENTAL APPROPRIATIO SOURCE ACCOUNTS UNAPPROPRIATED SURPLUS	<b>PNS</b> 329			SUPPLEMENTAL APPROPRIATION USE ACCOUNTS DEPARTMENT OF PARKS OPERATIONS & FACILITIES MANAGEMENT	329	202	7200	55,000
Subtotal Supplemental Appropriati	ons	-	66,100	ADMINSTRATION & PROGRAM SERVICES NON-DEPARTMENTAL ACCOUNTS WORKERS COMPENSATION Subtotal Supplemental Appropriation:	329 329	203 921	7200 7500 _	10,000 1,100 <b>66,100</b>
TOTAL FUND REDUCTIONS			66,100	TOTAL FUND INCREASES				66,100

#### FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 347 Hazard Abatement

	Fund	Agonov	Appropriation	<b>.</b>		Fund	Agonor	Appropriation	<b>*</b> • • •
REDUCTIONS	Funa	Agency	Unit	\$ Amount	INCREASES	Funa	Agency	Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATIONS SOURCE ACCOUNTS DEPARTMENT OF BUILDINGS AND INSPECTIONS PROPERTY MAINTENACE CODE ENFORCEMENT Subtotal Transfers Within Appropriations	347	212	7100		TRANSFERS WITHIN APPROPRIATIONS USE ACCOUNTS DEPARTMENT OF BUILDINGS AND INSPECTIONS PROPERTY MAINTENANCE CODE ENFORCEMENT Subtotal Transfers Within Appropriations	347	212	7200	50,000 <b>50,000</b>
TOTAL FUND REDUCTIONS				50,000	TOTAL FUND INCREASES				50,000

#### FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 395 Community Health Center Activities

		Appropriation					Appropriation	
REDUCTIONS	Fund Agen	cy Unit	\$ Amount	INCREASES	Fund	Agency	Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATIONS				TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS				USE ACCOUNTS				
CINCINNATI HEALTH DEPARTMENT				CINCINNATI HEALTH DEPARTMENT				
DIVISION OF PRIMARY HEALTH CARE - CENTERS	395 26	5 7100	780,000	DIVISION OF PRIMARY HEALTH CARE - PROGRAMS	395	264	7100	50,000
				DIVISION OF PRIMARY HEALTH CARE - PROGRAMS	395	264	7200	130,000
				DIVISION OF PRIMARY HEALTH CARE - CENTERS	395	265	7200	530,000
				DIVISION OF SCHOOL & ADOLESCENT HEALTH	395	266	7200	70,000
Subtotal Transfers Within Appropriation	IS		780,000	Subtotal Transfers Within Appropriation	IS		-	780,000
SUPPLEMENTAL APPROPRIATIONS				SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS				USE ACCOUNTS				
				NON-DEPARTMENTAL ACCOUNTS				
UNAPPROPRIATED SURPLUS	395		5,480	PUBLIC EMPLOYEES ASSISTANCE PROGRAM	395	919	7500	740
				WORKERS COMPENSATION	395	921	7500	4,740
Subtotal Supplemental Appropriation	IS		5,480	Subtotal Supplemental Appropriation	IS		-	5,480
TOTAL FUND REDUCTIONS			785,480	TOTAL FUND INCREASES				785,480

#### FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 416 Cincinnati Health District

			Appropriation					Appropriation	
REDUCTIONS	Fund	Agency	Unit		INCREASES	Fund	Agency	Unit	\$ Amount
TRANSFERS WITHIN APPROPRIATIONS SOURCE ACCOUNTS					TRANSFERS WITHIN APPROPRIATIONS use accounts				
CINCINNATI HEALTH DEPARTMENT					CINCINNATI HEALTH DEPARTMENT				
OFFICE OF THE COMMISSIONER	416	261	7100	240,000	DIVISION OF TECHNICAL RESOURCES	416	262	7200	510,000
OFFICE OF THE COMMISSIONER	416	261	7500	70,000	DIVISION OF COMMUNITY HEALTH CENTERS	416	263	7100	840,000
DIVISION OF TECHNICAL RESOURCES	416	262	7100	190,000	DIVISION OF COMMUNITY HEALTH CENTERS	416	263	7200	178,000
DIVISION OF TECHNICAL RESOURCES	416	262	7500	120,000	DIVISION OF PRIMARY HEALTH CARE - PROGRAMS	416	264	7200	165,000
DIVISION OF PRIMARY HEALTH CARE - PROGRAMS	416	264	7300	80	DIVISION OF PRIMARY HEALTH CARE - CENTERS	416	265	7200	110,000
DIVISION OF PRIMARY HEALTH CARE - CENTERS	416	265	7100	733,000					
DIVISION OF PRIMARY HEALTH CARE - CENTERS	416	265	7500	215,000	NON-DEPARTMENTAL ACCOUNTS				
DIVISION OF PRIMARY HEALTH CARE - CENTERS	416	265	7500	235,000	PUBLIC EMPLOYEES ASSISTANCE PROGRAM	416	919	7500	80
Subtotal Transfers Within Appropriatio	ons			1,803,080	Subtotal Transfers Within Appropriation	ons		-	1,803,080
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
CINCINNATI HEALTH DEPARTMENT									
DIVISION OF PRIMARY HEALTH CARE - PROGRAMS	416	264	7300	39,920	UNAPPROPRIATED SURPLUS	416			39,92
Subtotal Supplemental Appropriatio	ons			39,920	Subtotal Supplemental Appropriation	ons			39,920
TOTAL FUND REDUCTIONS				1,843,000	TOTAL FUND INCREASES				1,843,000

## FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 449 Cincinnati Area Geographic Information System (CAGIS)

REDUCTIONS	Fund Agency	Appropriation Unit	\$ Amount	INCREASES	Fund	Agency	Appropriation Unit	\$ Amount
SUPPLEMENTAL APPROPRIATIONS SOURCE ACCOUNTS UNAPPROPRIATED SURPLUS Subtotal Supplemental Appropriations	449	-		SUPPLEMENTAL APPROPRIATIONS USE ACCOUNTS NON-DEPARTMENTAL ACCOUNTS PUBLIC EMPLOYEES ASSISTANCE PROGRAM Subtotal Supplemental Appropriations	449	919	7500	30 <b>30</b>
TOTAL FUND REDUCTIONS			30	TOTAL FUND INCREASES				30

## FY 2025 RESTRICTED FUNDS FINAL ADJUSTMENT ORDINANCE

Fund 457 County Law Enforcement Applied Regionally (CLEAR)

REDUCTIONS	Fund Agency	Appropriation Unit	\$ Amount	INCREASES	Fund	Agency	Appropriation Unit	\$ Amount
SUPPLEMENTAL APPROPRIATIONS SOURCE ACCOUNTS UNAPPROPRIATED SURPLUS Subtotal Supplemental Appropriations	457	-		SUPPLEMENTAL APPROPRIATIONS USE ACCOUNTS NON-DEPARTMENTAL ACCOUNTS PUBLIC EMPLOYEES ASSISTANCE PROGRAM Subtotal Supplemental Appropriations	457	919	7500 _	60 60
TOTAL FUND REDUCTIONS			60	TOTAL FUND INCREASES				60



Date: May 7, 2025

To:	Mayor and Members of City Council	202500944
From:	Sheryl M. M. Long, City Manager	
Subject:	ORDINANCE – ACCEPTING AND CONFIRMING DEDICATION O ERKENBRECHER AVENUE – AVONDALE AND CORRYVILLE	OF PORTIONS OF

Attached is an ordinance captioned as follows:

ACCEPTING AND CONFIRMING the dedication to public use of Lots 1-14 of Erkenbrecher Avenue Subdivision and Dedication Plat as a portion of Erkenbrecher Avenue, a public right-ofway for street purposes in the Avondale and Corryville neighborhoods of Cincinnati.

Children's Hospital Medical Center, Avondale Rentals, LLC, Bace Properties, LLC, DTPM2, LLC, and NTP Development, LLC ("Grantors") have dedicated to public use Lots 1-14 of the Erkenbrecher Avenue Subdivision and Dedication Plat ("Dedication Property") in the Avondale and Corryville neighborhoods, to be used as a portion of the Erkenbrecher Avenue public right-of-way.

Tamara A. Miano, a reputable attorney, has provided an Attorney's Certificate of Title dated August 28, 2024, certifying that the Grantors holds title to the land to be dedicated.

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

The City Planning Commission approved the Dedication Plat at its meeting on May 4th, 2018.

The Administration recommends passage of the attached ordinance.

Attachment A – Dedication Plat

cc: Greg Long, Interim Director, Transportation and Engineering

**ACCEPTING AND CONFIRMING** the dedication to public use of Lots 1-14 of Erkenbrecher Avenue Subdivision & Dedication Plat as a portion of Erkenbrecher Avenue, a public right-of-way for street purposes in the Avondale and Corryville neighborhoods of Cincinnati.

WHEREAS, Children's Hospital Medical Center, an Ohio non-profit corporation, Avondale Rentals, LLC, an Ohio limited liability company, Bace Properties, LLC, an Ohio limited liability company, DTPM2, LLC, an Ohio limited liability company, and NTP Development LLC, an Ohio limited liability company (collectively "Grantors") by and through their duly authorized representatives, have dedicated to public use Lots 1-14 of the Erkenbrecher Avenue Subdivision & Dedication Plat ("Dedication Property") as a portion of the Erkenbrecher Avenue as public right-of-way for street purposes by a plat attached to this ordinance as Attachment A and incorporated herein by reference ("Dedication Plat"); and

WHEREAS, Tamara A. Miano, a reputable attorney practicing in Hamilton County, Ohio, has provided an Attorney's Certificate of Title dated August 28, 2024, certifying that Grantors hold title to the Dedication Property depicted on the Dedication Plat in fee simple, with full power to convey, subject to certain encumbrances, including real estate taxes not yet due and payable, and that the Law Department's Real Estate Services Division has reviewed the encumbrances and Dedication Plat and found that Developer has made satisfactory provision for the subordination of the encumbrances and payment of all real estate taxes and assessments; and

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

WHEREAS, the City Planning Commission approved the Dedication Plat and the dedication of the Dedication Property to public use as public right-of-way for street purposes at its meeting on May 4, 2018; and

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

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

Section 1. That the dedication to public use of Lots 1-14 of the Erkenbrecher Avenue

Subdivision & Dedication Plat ("Dedication Property") in Avondale and Corryville as a portion of the

Erkenbrecher Avenue public right-of-way for street purposes, as depicted on the plat attached to this

ordinance as Attachment A and incorporated herein by reference ("Dedication Plat"), and recorded at

Hamilton County Ohio Plat Book 466, Page 72-74, is hereby accepted and confirmed. The Dedication

Property is more particularly described as follows:

Situated in Section 15, Town 3, Fractional Range 2, Miami Purchase, Millcreek Township, in the City of Cincinnati, County of Hamilton, and State of Ohio and abounded and described as follows:

Being Lot Nos. 1 thru 14 of Erkenbrecher Avenue Subdivision & Dedication Plat for a Portion of Erkenbrecher Avenue filed for record in Plat Book 466, Page 72-74, of the Hamilton County, Ohio Records.

Section 2. That the proper City officials are hereby authorized to take all necessary and

proper actions to carry out the terms of this ordinance, including without limitation the execution of

all any and all ancillary agreements, deeds, plats, or other real estate documents, as deemed necessary

or appropriate by the City Manager.

Section 3. That the City Solicitor shall cause an authenticated copy of this ordinance to be

filed with the Hamilton County, Ohio Auditor's Office and recorded in the Hamilton County, Ohio

Recorder's Office.

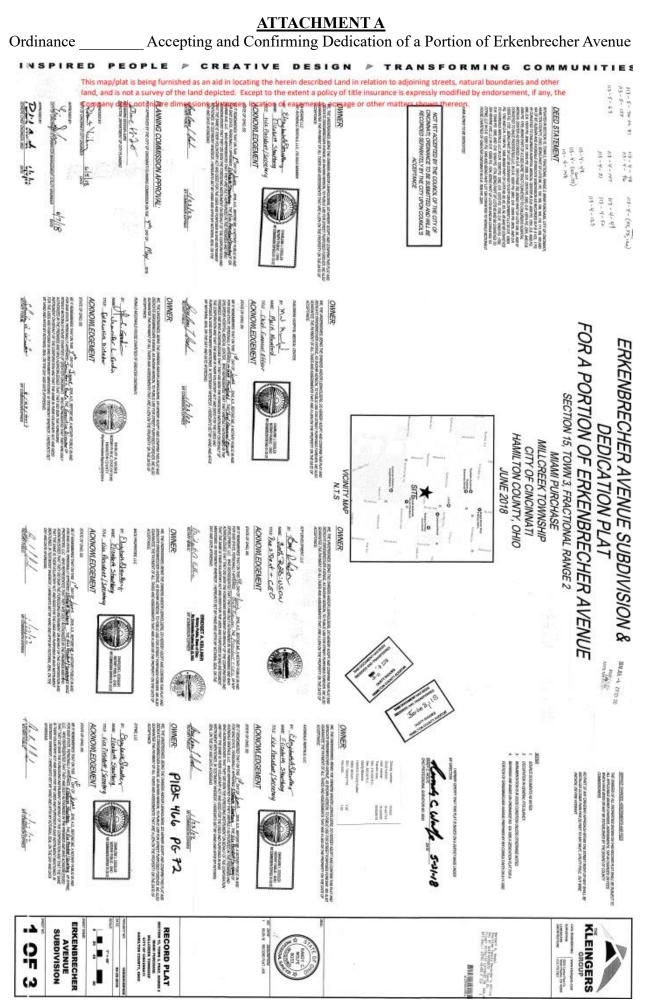
Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

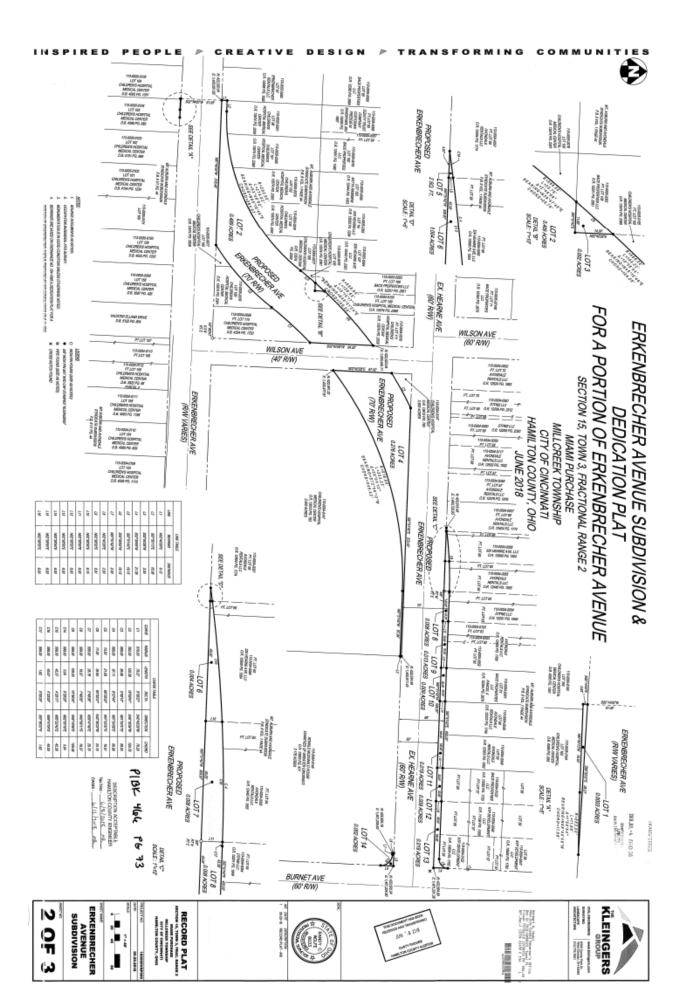
Passed:\_\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:

Clerk





INSPIRED PEOPLI	E / CREAT	IVE DESIGN 🖻 TRANSI	FORMING COMMUNITIES
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INSPIRED PEOPLE / CREATIVE DESIGN / TRANSFORMING COMMUNITIES

139



May 7, 2025

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

From: Sheryl M. M. Long, City Manager

# Subject: Emergency Ordinance – FY 2025 General Fund Operating Budget Final Adjustment Ordinance (FAO)

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the transfer of \$23,971,572 within the General Fund from and to various operating accounts and the unappropriated surplus of the General Fund according to the attached Schedules of Transfer to realign and provide funds for the ongoing needs of City departments; AUTHORIZING the transfer of \$5,800,000 from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050; AUTHORIZING the transfer and appropriation of \$120,000 from the unappropriated surplus of General Fund 050 to capital improvement program project account no. 980x255x232520, "Centennial II Office Renovation," to provide resources for the renovation of Department of Economic Inclusion office space; **AUTHORIZING** the transfer and appropriation of the sum of \$180,000 from the unappropriated surplus of General Fund 050 to capital improvement program project account no. 980x981x252505, "Fleet Replacements," to provide resources for the partial replacement of a Public Services vehicle damaged in service; AUTHORIZING the transfer of the sum of \$30,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Citizen Job Fund 308 to provide resources for future targeted recruitment initiatives in the Department of Human Resources; AUTHORIZING a fund advance and transfer of \$600,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Parking Meter Fund 303 to be used for operations and to be repaid with future parking meter revenue; and **DECLARING** that the expenditures within the Schedules of Transfer serve a public purpose.

The attached Emergency Ordinance balances the City's General Fund operating budget accounts for FY 2025. The accounts are balanced by transferring appropriations within and between General Fund departments and relies on unappropriated surplus as well as reserve accounts. The Emergency Ordinance also transfers resources out of the General Fund for various purposes.

# GENERAL FUND TRANSFERS WITHIN CURRENT APPROPRIATIONS

A total of \$6,120,619 will be transferred within current appropriations in order to offset various anticipated needs as outlined below.

## City Manager's Office - \$444,000

The City Manager's Office reports a total non-personnel need of \$429,000 for various contractual services expenses and \$15,000 for wage and fringe benefits needs. Sufficient savings within the department's appropriations are available to cover the entirety of these needs. The City Manager's Office will return a net savings of \$100,000, which will be used to offset needs in other departments.

The City Manager's Office requires \$300,000 for the Black Family Reunion Funding Agreement, the Abercrumbie Group Funding Agreement, and other contractual services obligations.

The Office of Budget and Evaluation requires \$15,000 for salary and benefits needs related to merit increases and the onboarding of a new employee.

The Office of Environment and Sustainability (OES) requires \$129,000 to offset nonpersonnel needs related to the recycling program and other program needs.

## Department of Law - \$280,000

The Department of Law has a non-personnel need of \$280,000 related to outside counsel and document scanning. Sufficient personnel savings within the Law – Civil Division are available to cover the entirety of these needs. Law will return a net savings of \$75,000 which will be used to offset needs in other departments.

## **Department of Finance - \$436,200**

The Department of Finance, Office of the Director has a personnel need of \$36,200 related to succession planning for the Finance Director position. A non-personnel need of \$400,000 exists in the Treasury Division to cover a potential Internal Revenue Service (IRS) tax liability related to a 2023 tax withholding. The finding is currently being appealed. This Emergency Ordinance declares the payment of the IRS tax liability to serve a public purpose because it ensures federal tax compliance. These needs will be offset by personnel savings in the Divisions of Accounts and Audits, Treasury, and Income Tax. Finance will return a net savings of \$173,340 which will be used to offset needs in other departments.

## Cincinnati Recreation Commission - \$204,663

A transfer of \$204,663 in personnel and non-personnel savings will be necessary to cover personnel needs and non-personnel needs related to Aquatics programming and to realign sources with uses. Sufficient savings within the department's appropriation are available to cover the entirety of these needs.

# Department of Parks - \$106,000

Personnel and benefit savings in the Office of the Director will be used to offset personnel and benefits needs in the Division of Administration and Program Services. Sufficient savings within the department's appropriation are available to cover the entirety of these needs.

# **Department of Buildings and Inspections - \$400,000**

The Department of Buildings and Inspections will require a transfer of \$400,000 to cover personnel needs related to reduced reimbursements into the General Fund and increased costs related to the Building Inspector Training Academy. Sufficient nonpersonnel savings are available within appropriation to cover the entirety of this need.

# Cincinnati Police Department - \$2,860,403

The Cincinnati Police Department requires a transfer of \$2,860,403 related to personnel and non-personnel needs across multiple agencies. \$1,480,403 in salary and fringe benefit needs are related to increased overtime expenses. \$1,380,000 in non-personnel needs in the Patrol and Investigations Divisions exist due to contractual services related to vehicle maintenance, professional legal services, and building cleaning.

The Police Department will transfer \$800,000 in non-personnel savings from the Support Division and Administration Division to partially offset this transfer. The remaining \$2,060,403 in transfers will come from savings in other departments and non-departmental accounts.

## **Department of Transportation and Engineering - \$175,000**

Personnel and fringe benefits savings in the Transportation Planning Division in the amount of \$175,000 will be transferred to offset needs in the Office of the Director and the Division of Traffic Engineering. A salary and fringe benefit need of \$140,000 exists in the Office of the Director related to reduced capital project reimbursements and a non-personnel need of \$35,000 related to Duke Energy utility increases for street lighting exists in the Traffic Engineering Division.

## **Department of Public Services - \$250,000**

\$250,000 in personnel savings in the Neighborhood Operations Division (NOD) will be transferred to City Facility Management (CFM) to cover increases in City Hall maintenance expenses and other building repairs.

## <u>Cincinnati Fire Department – \$716,253</u>

The Support Services Division has fringe benefits savings of \$716,253. \$545,000 will be transferred to the Response Division to cover non-personnel needs related to Emergency Medical Services (EMS) billing fees and equipping medical units, \$74,000 will be transferred to the Support Services Division's non-personnel appropriation to cover air quality testing costs at Firehouse 12 and Human Resources testing services for upcoming Fire Recruit Classes. The remaining \$97,253 will be transferred to the Response Division to partially offset needs related to increased overtime expenses.

# **Department of Economic Inclusion - \$35,000**

A total of \$35,000 in personnel and benefits savings in the Department of Economic Inclusion (DEI) will be transferred to address contractual services needs related to non-local training and telephone expenses. The department will utilize \$120,000 in personnel savings to transfer to a capital improvement program project account and return a net savings of \$71,313 which will be used to offset needs in other departments.

## Non-Departmental Accounts - \$213,100

The Public Employees Assistance Program (PEAP) account requires a transfer of \$3,100 to cover benefits needs. The Hamilton County Auditor & Treasurer Fees account requires a transfer of \$210,000 to cover a non-personnel need related to a property tax settlement. These needs will be offset by savings in the Lump Sum Payments account. The Non-Departmental accounts will return a net \$1,326,900 in savings, which will be used to offset needs in other departments.

# GENERAL FUND SUPPLEMENTAL APPROPRIATIONS

Four departments require supplemental appropriations totaling \$17,850,953. These needs will be addressed using General Fund unappropriated surplus. Of that amount, \$5,800,000 will come from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Other Emergency and One-Time Needs," as this Emergency Ordinance authorizes the transfer of these funds to the unappropriated surplus of the General Fund. This transfer will address FY 2025 personnel needs in the Cincinnati Police Department and Cincinnati Fire Department as outlined in the FY 2024 Carryover to FY 2025 Report No. <u>202402131</u>.

## **Department of Community and Economic Development - \$110,000**

The Department of Community and Economic Development (DCED) requires a supplemental appropriation of \$110,000 in non-personnel for needs related to small business support programs.

## **Department of City Planning and Engagement - \$23,000**

The Department of City Planning and Engagement requires a supplemental appropriation of \$23,000 related to reduced reimbursements from Community Development Block Grant Fund 304. Staff turnover and additional position vacancy savings has reduced the previously reported departmental need from \$50,000 as reported in the Finance and Budget Monitoring Report for the Period Ending January 31, 2025.

## <u>Cincinnati Police Department – \$7,600,697</u>

Supplemental appropriations totaling \$7,600,697 are needed in the Cincinnati Police Department to address overtime and wage increases related to the newly executed labor contract with the Fraternal Order of Police (FOP). As of the Finance and Budget Monitoring Report for the Period Ending January 31, 2025, the Police Department was projecting a net need of \$8.2 million. However, the department's net need increased to \$9,661,100 in the Final Adjustment Ordinance. Of this amount, \$2,060,403 of the net need was addressed within appropriations using savings from other departmental and Non-Departmental accounts, and \$4,200,000 is being transferred from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Other Emergency and One-Time Needs" to the unappropriated surplus of the General Fund to offset the needs related to the new labor agreement. The remaining \$3,400,697 is addressed with General Fund unappropriated surplus, including increased revenue related to off-duty police details.

# <u>Cincinnati Fire Department - \$10,117,256</u>

The Cincinnati Fire Department requires a supplemental appropriation of \$10,117,256 primarily due to greater than anticipated overtime costs and the newly executed labor contract with the International Association of Fire Fighters (IAFF). \$1,600,000 million is being transferred from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Other Emergency and One-Time Needs" to the unappropriated surplus of the General Fund to offset the needs related to the new labor agreement. The remaining \$8,517,256 is addressed with General Fund unappropriated surplus. As of the Finance and Budget Monitoring Report for the Period Ending January 31, 2025, the Fire Department was projecting a net need of \$11.1 million. \$1 million has been reduced from this reported need due to overtime mitigation efforts implemented by the Fire Department.

# GENERAL FUND TRANSFERS TO CAPITAL BUDGET

Two departments require a transfer from the unappropriated surplus of the General Fund to existing capital improvement program project accounts. A total of \$300,000 will be transferred.

# **Department of Public Services - \$180,000**

A transfer in the amount of \$180,000 from the unappropriated surplus of the General Fund to the Department of Public Services' existing capital improvement program project account no. 980x981x252505, "Fleet Replacements," is required to provide resources for the partial replacement of a Public Services vehicle damaged in service.

## **Department of Economic Inclusion - \$120,000**

The Department of Economic Inclusion has personnel savings of \$120,000 which will be returned to the unappropriated surplus of the General Fund and subsequently appropriated to existing capital improvement program project account no. 980x255x232520, "Centennial II Office Renovation," to provide resources for the renovation of Department of Economic Inclusion office space. Personnel savings available for this transfer are related to staff turnover and increased position vacancy savings.

# GENERAL FUND TRANSFERS OUT

This Emergency Ordinance authorizes the transfer out of General Fund resources for two purposes, as outlined below.

## Human Resources Recruitment Efforts - \$30,000

The Department of Human Resources requires \$30,000 to continue targeted recruitment efforts to address disparities in employment opportunities. A transfer of \$30,000 to Citizens Jobs Fund 308 will provide resources for these targeted efforts and will include industry specific job board subscriptions, radio, television and billboard advertisements, and job fair registration fees.

# GENERAL FUND ADVANCE

## Parking Meter Fund 303 Fund Advance - \$600,000

A transfer of \$600,000 as a Fund Advance to Parking Meter Fund 303 is necessary to provide resources for continued operations. The advance will be repaid with future parking meter revenue.

The reason for the emergency is the immediate need to realign and provide funds for the ongoing needs of City departments.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

## EMERGENCY

AEP

AUTHORIZING the transfer of \$23,971,572 within the General Fund from and to various operating accounts and the unappropriated surplus of the General Fund according to the attached Schedules of Transfer to realign and provide funds for the ongoing needs of City departments; AUTHORIZING the transfer of \$5,800,000 from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050; AUTHORIZING the transfer and appropriation of \$120,000 from the unappropriated surplus of General Fund 050 to capital improvement program project account no. 980x255x232520, "Centennial II Office Renovation," to provide resources for the renovation of Department of Economic Inclusion office space; AUTHORIZING the transfer and appropriation of the sum of \$180,000 from the unappropriated surplus of General Fund 050 to capital improvement program project account no. 980x981x252505, "Fleet Replacements," to provide resources for the partial replacement of a Public Services vehicle damaged in service; AUTHORIZING the transfer of the sum of \$30,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Citizen Job Fund 308 to provide resources for future targeted recruitment initiatives in the Department of Human Resources; AUTHORIZING a fund advance and transfer of \$600,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Parking Meter Fund 303 to be used for operations and to be repaid with future parking meter revenue; and **DECLARING** that the expenditures within the Schedules of Transfer serve a public purpose.

WHEREAS, a need has arisen since the beginning of Fiscal Year 2025 to transfer various sums according to the attached Schedules of Transfer to realign and provide funds for the ongoing needs of City departments;

WHEREAS, \$6,120,619 is being transferred within current FY 2025 appropriations, \$17,850,953 is being transferred from the unappropriated surplus of the General Fund for ongoing operating needs, \$330,000 is being transferred out of the General Fund for capital and operating needs, and \$600,000 is being provided as a fund advance; and

WHEREAS, Ordinance No. 320-2024 transferred \$25,931,295 from the unappropriated surplus of General Fund 050 to balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Other Emergency and One-Time Needs," to provide resources for unanticipated emergencies, including those caused by unusual weather events, to increase the City's reserve, and for one-time needs, including costs associated with new bargaining agreements between the City and International Association of Fire Fighters and the Fraternal Order of Police; and

WHEREAS, \$5,800,000 remains in General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Other Emergency and One-Time Needs," to cover FY 2025 costs related to the International Association of Fire Fighters and the Fraternal Order of Police bargaining agreements as outlined in the FY 2024 Carryover to FY 2025 Report No. 202402131; and

{00419213-5}

WHEREAS, \$5,800,000 will be transferred from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050 to address FY 2025 personnel needs in the Cincinnati Police Department and the Cincinnati Fire Department; and

WHEREAS, Ordinance No. 166-2023 established capital program project account no. 980x255x232520, "Centennial II Office Renovation," to provide resources for renovating space in Centennial II, including but not limited to, expansion of office space to accommodate additional staff in the Department of Planning and Engagement; and

WHEREAS, the Department of Economic Inclusion needs to renovate office space in Centennial II to accommodate staff and has \$120,000 in General Fund operating budget savings that can be used for the project; and

WHEREAS, Ordinance No. 206-2024 established capital improvement program project account no. 980x981x252505, "Fleet Replacement," to provide resources for the purchase of replacement automotive and motorized equipment for City agencies supported by the General Fund; and

WHEREAS, the Department of Public Services requires \$180,000 for the partial replacement of a vehicle damaged in service, which will be transferred and appropriated to the Fleet Replacement project; and

WHEREAS, the Department of Human Resources requires \$30,000 to continue targeted recruitment initiatives to address disparities in employment opportunities; and

WHEREAS, a fund advance of \$600,000 to Parking Meter Fund 303 is required to provide resources for continued operations, and the advance will be repaid with future parking meter revenue; and

WHEREAS, the City is currently appealing a finding from the Internal Revenue Service related to 2023 income tax withholding declaring that the City must pay \$400,000 in penalties; now, therefore,

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

Section 1. That a total of \$23,971,572 existing within the General Fund and the

unappropriated surplus of the General Fund is transferred within said fund according to the

attached Schedules of Transfer to realign certain operating accounts and to provide funds for the

ongoing needs of City departments.

Section 2. That \$5,800,000 is transferred from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050.

Section 3. That \$120,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to capital improvement program project account no. 980x255x232520, "Centennial II Office Renovation," to provide resources for the renovation of Department of Economic Inclusion office space.

Section 4. That \$180,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to capital improvement program project account no. 980x981x252505, "Fleet Replacements," to provide resources for the partial replacement of a Public Services vehicle damaged in service.

Section 5. That \$30,000 is transferred from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Citizens Jobs Fund 308 to provide resources for future targeted recruitment initiatives in the Department of Human Resources.

Section 6. That Council authorizes a fund advance and transfer of \$600,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Parking Meter Fund 303 for the purpose of providing resources for operations. The Fund Advance shall be repaid with future parking meter revenue.

Section 7. That Council declares that payment of an Internal Revenue Service tax liability related to 2023 income tax withholding serves a public purpose because it ensures federal tax compliance.

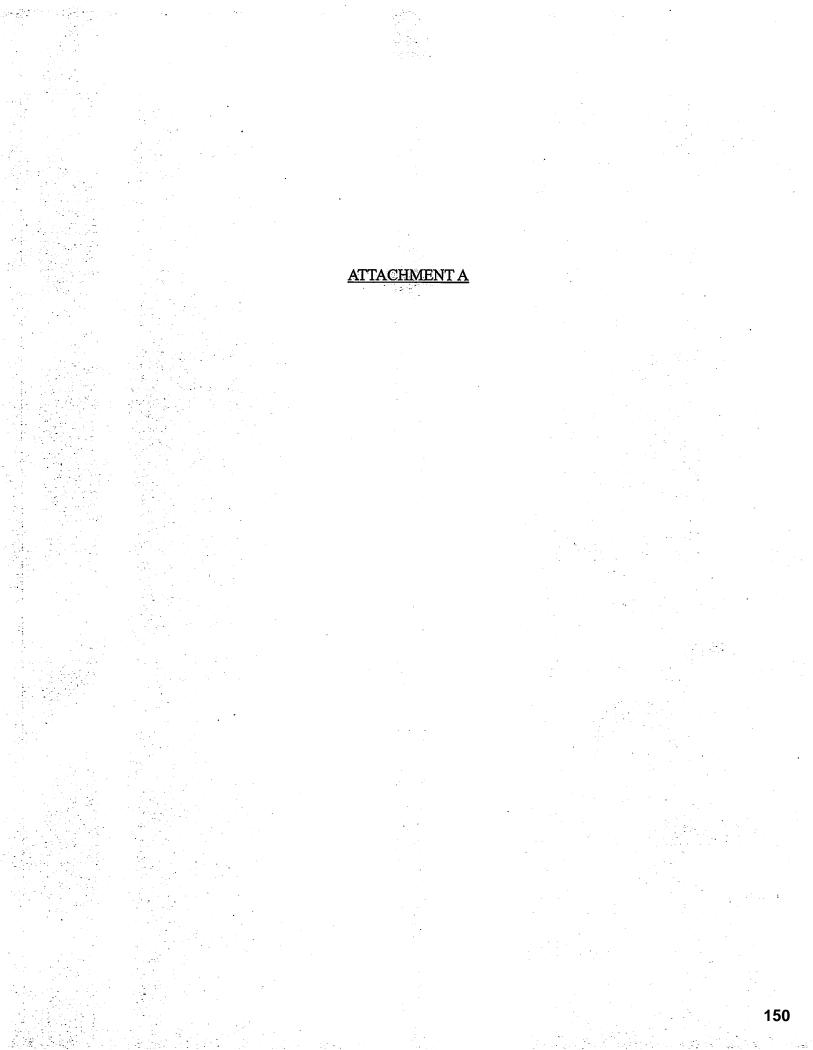
Section 8. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 6 and the attached Schedules of Transfer.

Section 9. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to realign and provide funds for the ongoing needs of City departments.

Passed:\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:\_\_\_\_\_Clerk



#### SCHEDULE OF TRANSFER

#### FY 2025 GENERAL FUND 050 FINAL ADJUSTMENT ORDINANCE

Fund 050 General Fund

			Appropriation					Appropriation	
REDUCTIONS	Fund	Agency	Unit	\$ Amount	INCREASES	Fund	Agency	Unit	\$ Amoun
TRANSFERS WITHIN APPROPRIATIONS					TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS									
					USE ACCOUNTS				
CITY MANAGER'S OFFICE					CITY MANAGER'S OFFICE				
CITY MANAGER'S OFFICE	050	101	7100	180,000	CITY MANAGER'S OFFICE	050	101	7200	300,000
OFFICE OF BUDGET & EVALUATION	050	102	7200	35,000	OFFICE OF BUDGET & EVALUATION	050	102	7100	10,500
EMERGENCY COMMUNICATIONS CENTER	050	103	7100	140,000	OFFICE OF BUDGET & EVALUATION	050	102	7500	4,500
EMERGENCY COMMUNICATIONS CENTER	050	103	7500	60,000	OFFICE OF ENVIRONMENT & SUSTAINABILITY	050	104	7200	129,00
OFFICE OF ENVIRONMENT & SUSTAINABILITY	050	104	7100	75,000					
OFFICE OF ENVIRONMENT & SUSTAINABILITY	050	104	7500	54,000	DEPARTMENT OF LAW			7000	200.000
DEPARTMENT OF LAW					CIVIL	050	111	7200	280,000
CIVIL	050	ш	7100	355,000	DEPARTMENT OF FINANCE				
					OFFICE OF THE DIRECTOR	050	131	7100	7,200
DEPARTMENT OF FINANCE					OFFICE OF THE DIRECTOR	050	131	7500	29,000
ACCOUNTS AND AUDITS	050	133	7100	200,000	TREASURY	050	134	7400	400,000
ACCOUNTS AND AUDITS	050	133	7200	10,000					
ACCOUNTS AND AUDITS	050	133	7500	62,500	CINCINNATI RECREATION COMMISSION				
TREASURY	050	134	7100	110,000	WEST REGION	050	191	7200	10,000
TREASURY	050	134	7200	62,040	CENTRAL REGION	050	193	7100	87,846
TREASURY	050	134	7300	15,000	CENTRAL REGION	050	193	7200	464
TREASURY	050	134	7500	5,000	MAINTENANCE	050	194	7100	13,864
INCOME TAX	050	136	7100	100,000	ATHLETICS	050	197	7200	10,989
INCOME TAX	050	136	7200	45,000	ADMINSTRATION	050	199	7200	81,500
CITIZEN COMPLAINT AUTHORITY					DEPARTMENT OF PARKS				
CITIZEN COMPLAINT AUTHORITY	050	181	7100	171,310	ADMINSTRATION & PROGRAM SERVICES	050	203	7100	88,000
CITIZEN COMPLAINT AUTHORITY	050	181	7500	57,540	ADMINSTRATION & PROGRAM SERVICES	050	203	7500	18,000
CINCINNATI RECREATION COMMISSION					DEPARTMENT OF BUILDINGS AND INSPECTIONS		<b>.</b>		
WEST REGION	050	191	7500	53,774	BUILDINGS & INSPECTIONS, LICENSES & PERMITS	050	211	7100	400,000
EAST REGION	050	192	7500	31,665					
MAINTENANCE	050	194	7200	6,373	CINCINNATI POLICE DEPARTMENT				
ADMINSTRATION	050	199	7100	112,851	PATROL	050	222	7100	588,972
					PATROL	050	222	7200	1,180,000
DEPARTMENT OF PARKS					PATROL	050	222	7500	400,058
OFFICE OF DIRECTOR	050	201	7100	88,000	INVESTIGATIONS	050	225	7200	200,000
OFFICE OF DIRECTOR	050	201	7500	18,000	SUPPORT	050	226	7100	327,604
DEPARTMENT OF BUILDINGS AND INSPECTIONS					SUPPORT	050	226	7500	163,769
BUILDINGS & INSPECTIONS, LICENSES & PERMITS	050	211	7200	400 000	DEPARTMENT OF TRANSPORTATION AND ENGINEERING				
	000	2	1200	400,000	OFFICE OF THE DIRECTOR	050	231	7100	30,000
CINCINNATI POLICE DEPARTMENT					OFFICE OF THE DIRECTOR	050	231	7500	110,000
SUPPORT	050	226	7300	600,000	TRAFFIC ENGINEERING	050	231	7200	35,000
ADMINISTRATION	050	220	7300	200,000	IRAFIC ENVINCERING	050	239	7200	33,000
	050	441	1300	200,000					

### SCHEDULE OF TRANSFER

#### FY 2025 GENERAL FUND 050 FINAL ADJUSTMENT ORDINANCE

Fund 050 General Fund

			Appropriation					Appropriation	
REDUCTIONS	Fund	Agency	Unit	S Amount	INCREASES	Fund	Agency	Unit	S Amount
DEPARTMENT OF TRANSPORTATION AND ENGINEERING					DEPARTMENT OF PUBLIC SERVICES				
TRANSPORTATION PLANNING	050	232	7100	125,000	CITY FACILITY MANAGEMENT	050	255	7200	250,000
TRANSPORTATION PLANNING	050	232	7500	50,000					
					CINCINNATI FIRE DEPARTMENT				
DEPARTMENT OF PUBLIC SERVICES					RESPONSE	050	271	7100	97,253
NEIGHBORHOOD OPERATIONS	050	253	7100	250,000	RESPONSE	050	271	7200	230,000
					RESPONSE	050	271	7300	315,000
CINCINNATI FIRE DEPARTMENT					SUPPORT SERVICES	050	272	7200	74,000
SUPPORT SERVICES	050	272	7500	716,253					
					DEPARTMENT OF ECONOMIC INCLUSION				
DEPARTMENT OF ECONOMIC INCLUSION					ECONOMIC INCLUSION	050	281	7200	35,000
ECONOMIC INCLUSION	050	281	7100	136,313					
ECONOMIC INCLUSION	050	281	7500	55,000	NON-DEPARTMENTAL ACCOUNTS				
					PUBLIC EMPLOYEES ASSISTANCE PROGRAM	050	919	7500	3,100
NON-DEPARTMENTAL ACCOUNTS					HAMILTON COUNTY AUDITOR & TREASURER FEES	050	942	7200	210,000
LUMP SUM PAYMENTS	050	924	7100	500,000					
TUITION REIMBURSEMENT	050	928	7400	40,000					
ENTERPRISE SOFTWARE & LICENSES	050	952	7400	1,000,000					
TOTAL FUND 050 REDUCTIONS				6,120,619	TOTAL FUND 050 INCREASES			1	6,120,619

## SCHEDULE OF TRANSFER

#### FY 2025 GENERAL FUND 050 FINAL ADJUSTMENT ORDINANCE

Fund 050 General Fund

	A	Appropriation				1	Appropriation	
REDUCTIONS	Fund Agency	Unit	\$ Amount	INCREASES	Fund	Agency	Unit	\$ Amou
SUPPLEMENTAL APPROPRIATIONS				SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS				USE ACCOUNTS				
UNAPPROPRIATED SURPLUS			17.850.953	DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT				
				ECONOMIC DEVELOPMENT	050	164	7200	110,00
				DEPARTMENT OF CITY PLANNING AND ENGAGEMENT				
				CITY PLANNING	050	171	7100	15,5
				CITY PLANNING	050	171	7500	7,50
				CINCINNATI POLICE DEPARTMENT				
				PATROL	050	222	7100	1,310,0
				PATROL	050	222	7500	549,1
				INVESTIGATIONS	050	225	7100	1,715,5
				INVESTIGATIONS	050	225	7500	857,5
				ADMINISTRATION	050	227	7100	2,112,4
				ADMINISTRATION	050	227	7500	1,056,0
				CINCINNATI FIRE DEPARTMENT				
				RESPONSE	050	271	7100	5,446,7
				RESPONSE	050	271	7500	4,670,54
TOTAL FUND REDUCTIONS			17.850.953	TOTAL FUND INCREASES			- 1	17,850,95



May 7, 2025

To:	Mayor and Members of City Council	
From:	Sheryl M. M. Long, City Manager	202500946
Subject:	Emergency Legislative Resolution – Approving 9-1-1 Plan	Countywide

Attached is an Ordinance captioned:

**APPROVING** the Hamilton County 9-1-1 final plan for implementing and operating a countywide 9-1-1 system.

The attached resolution is submitted for your consideration and approval, pursuant to Ohio Revised Code Section 128.08. The resolution concerns the updated Hamilton County 9-1-1 Final Plan, originally adopted in 1986 to support the initiation of 9-1-1 service in the county.

Recent legislative amendments require Hamilton County to update and submit its countywide 9-1-1 operational plan to the State of Ohio. Consequently, municipalities within the county, including the City of Cincinnati, are required by statute to review and formally approve or disapprove the updated plan within sixty days of its submission.

The updated 9-1-1 Final Plan, as recommended by the Hamilton County 9-1-1 program review committee, has been reviewed by the City administration and is recommended for approval. The updates reflected in the plan are administrative in nature, ensuring current operational procedures, technologies, and participant subdivisions are accurately documented. The revision does not introduce any substantial changes to existing service delivery mechanisms.

It is recommended that City Council adopt the attached resolution approving the Hamilton County 9-1-1 Final Plan to ensure continued compliance with state requirements and to affirm our support of effective emergency response operations countywide.

Cc: Cathy B. Bailey, Assistant City Manager
 John S. Brazina, Assistant City Manager
 Bill Vedra, Director, Emergency Communication Center
 William "Billy" Weber, Assistant City Manager

## <u>E M E R G E N C Y</u>

# Legislative Resolution

CNS

RESOLUTION NO. \_\_\_\_\_ - 2025

**APPROVING** the Hamilton County 9-1-1 final plan for implementing and operating a countywide 9-1-1 system.

WHEREAS, the City is located within Hamilton County, Ohio and is part of Hamilton County's 9-1-1 service network; and

WHEREAS, the Hamilton County 9-1-1 program review committee submitted a copy of the final plan for the countywide 9-1-1 system to Council on April 23, 2025, as required by R.C. 128.07(B)(1)(a); and

WHEREAS, the final plan outlines the structure, operations, funding, and participating subdivisions for 9-1-1 service delivery in Hamilton County; and

WHEREAS, pursuant to R.C. 128.08(A), within sixty days after receipt of a countywide 9-1-1 final plan, the legislative authority of each municipal corporation in the county whose territory is proposed to be included in a countywide 9-1-1 system shall act by resolution to approve or disapprove the plan; and

WHEREAS, Council has reviewed the proposed Hamilton County 9-1-1 final plan and wishes to approve the final plan; now, therefore,

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

Section 1. That Council approves the Hamilton County 9-1-1 final plan as submitted by the

Hamilton County 9-1-1 program review committee.

Section 2. That the Clerk is authorized and directed to transmit a certified copy of this

resolution to the Hamilton County Board of Commissioners.

Section 3. That this legislative resolution shall be an emergency measure necessary for the

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

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

immediate need to provide written notice to the Hamilton County Board of Commissioners of Council's approval or disapproval of the Countywide 9-1-1 final plan to comply with statutory requirements pursuant to R.C. 128.08(A).

Passed:\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:\_\_\_\_\_

Clerk



May 7, 2025

To:	Mayor and Members of City Council	
From:	Sheryl M. M. Long, City Manager	202500967
Subject:	Ordinance– Amending Ordinance No. 340-2020 ( Special Assessment	OTR SID SCPA

Attached is an Ordinance captioned:

**AMENDING** Attachment A to Ordinance No. 340-2020 to remove the School for Creative and Performing Arts from the special assessment for the Over-the-Rhine South Special Improvement District for service plan years 2023 and 2024; and **AUTHORIZING** the Hamilton County Auditor to remove the special assessment for plan years 2023 and 2024 levied upon the property of the School for Creative and Performing Arts, Parcel No. 076-0001-0166-00.

The purpose of this ordinance is to remove the School of Creative and Performing Arts from the Over-the-Rhine South Special Improvement District for service plan years 2023 and 2024, as the school parcel was inadvertently included in the original ordinance for those years.

The Administration recommends passage of this ordinance.

Cc: Cathy B. Bailey, Assistant City Manager John S. Brazina, Assistant City Manager William "Billy" Weber, Assistant City Manager **AMENDING** Attachment A to Ordinance No. 340-2020 to remove the School for Creative and Performing Arts from the special assessment for the Over-the-Rhine South Special Improvement District for service plan years 2023 and 2024; and **AUTHORIZING** the Hamilton County Auditor to remove the special assessment for plan years 2023 and 2024 levied upon the property of the School for Creative and Performing Arts, Parcel No. 076-0001-0166-00.

WHEREAS, Ordinance No. 340-2020 passed by Council on October 14, 2020, levied special assessments to pay the costs for the 2021-2024 services plan for the Over-the-Rhine South Special Improvement District; and

WHEREAS, the Over-the-Rhine South Special Improvement District included the School for Creative and Performing Arts ("SCPA") in the levying of the assessment for the entirety of the 2021-2024 services plan but the SCPA only agreed to be part of the service plan for years 2021 and 2022; and

WHEREAS, it has been determined that Attachment A to Ordinance No. 340-2020 inadvertently included the SCPA for the entirety of the 2021-2024 service plan and as such must be amended to remove the assessment for years 2023 and 2024, which change is set forth in Attachment A; and

WHEREAS, Council seeks to authorize the Hamilton County Auditor to remove the special assessment for years 2023 and 2024 from the SCPA's property, Parcel No. 076-0001-0166-00; and

WHEREAS, no equalization of the amounts for years 2023 and 2024 for the 2021-2024 service plan for the Over-the-Rhine South Special Improvement District is necessary for the district or special assessment; now, therefore,

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

Section 1. That Attachment A to Ordinance No. 340-2020, passed by Council on October

14, 2020, is amended to remove the special assessment levied against the property of the School

for Creative and Performing Arts, Parcel No. 076-0001-0166-00, Address: 108 West Central

Parkway (the "Property), for the Over-the-Rhine South Special Improvement District for the

service plan years 2023 and 2024 as set forth in Attachment A, attached hereto and incorporated

herein by reference.

Section 2. That the Hamilton County Auditor is authorized to remove the special assessment levied against the Property for service plan years 2023 and 2024 and remove the special assessment from the tax rolls.

Section 3. That all terms of Ordinance No. 340-2020 not amended by this ordinance remain in full force and effect.

Section 4. That the amounts of the special assessments for the Over-the-Rhine South Special Improvement District service plan for years 2023 and 2024 do not need to be equalized or changed for any other members of the district.

Section 5. That the proper City officials are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 through 4 of this ordinance.

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

Passed:\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:

Clerk

PROPERTY DATA						ASSESSMEN	T CALCULA							
PARCELID	ADDRNO	ADDRST	ADDRSF	MKT_TOTA VAL	OWNER_INDV_FRO NT_FOOTAGE	Church?	Count in SID?	VALU	МКТ	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SIE	ARS 1-2 ) YMENT	YEARS 3-4 SID PAYMENT
007500040162	114	CENTRAL	PW	<b>VAL</b> \$ 4,791,0		Church?			<b>-</b> 1,676,857		0.84%	РА Ś		
	114		FVV				yes					ې د	5,562.27	
007500010230		BROADWAY	OT.	\$ 164,9			yes	۶ د	-	0.09%	0.03%	ې د	279.11	
007500010008	312		ST	\$ 44,3			yes	ې د	15,533		0.01%	ې د	127.97	-
007500010009	314		ST	\$ 54,1			yes	Ş	18,967		0.01%	ې د	157.97	-
007500010011	318	TWELFTH	ST	\$ 40,2			yes	Ş	14,074		0.01%	\$	117.21	-
007500010012	320		ST	\$ 35,4			yes	Ş	12,415		0.01%	Ş	102.36	-
007500010013	322	TWELFTH	ST	\$ 53,8			yes	Ş	18,834		0.01%	Ş	154.06	-
007500010014	326	TWELFTH	ST	\$ 40,2			yes	Ş	14,074		0.01%	Ş	117.23	
007500010015	328	TWELFTH	ST	\$ 72,4			yes	Ş	25,372		0.01%	Ş	366.95	
007500010220	317	TWELFTH	ST	\$ 363,4			yes	\$	127,208		0.06%	Ş	816.14	-
008100020545	116	14TH	ST	\$ 153,5			yes	Ş	53,736		0.03%	Ş	226.41	-
008100020546	116	FOURTEENTH	ST	\$ 131,8			yes	\$	46,162		0.02%	\$	207.98	-
007600020356	1135	VINE	ST	\$ 279,4			yes	\$	97,811		0.05%	\$	427.86	-
007600020357	5	TWELFTH	ST	\$ 661,1			yes	\$	231,389		0.12%	\$	752.87	-
008100040275	1201	VINE	ST	\$ 86,1	50 7.26	0	yes	\$	30,153	0.01%	0.02%	\$	86.44	\$ 93.09
008100040284	1205	VINE	ST	\$ 121,8	70 7.26	0	yes	\$	42,655	0.01%	0.02%	\$	116.86	\$ 125.85
008100040286	1207	VINE	ST	\$ 130,4	90 7.26	0	yes	\$	45,672	0.01%	0.02%	\$	124.20	\$ 133.75
008100040287	1207	VINE	ST	\$ 121,7	80 7.26	0	yes	\$	42,623	0.01%	0.02%	\$	116.78	\$ 125.76
008100040298	1213	VINE	ST	\$ 182,2	20 7.26	0	yes	\$	63,777	0.01%	0.03%	\$	168.25	\$ 181.19
008100040299	1213	VINE	ST	\$ 182,7	90 7.26	0	yes	\$	63,977	0.01%	0.03%	\$	168.74	\$ 181.71
008000020316	1201	MAIN	ST	\$ 134,3	80 24.99	0	yes	\$	47,033	0.03%	0.02%	\$	159.45	\$ 171.71
008000020068	1201	WALNUT	ST	\$ 2,671,9	20 396.19	0	yes	\$	935,172	0.44%	0.47%	\$	2,988.87	\$ 3,218.78
008100030090	1207	ELM	ST	\$ 1,247,6	00 52.93	0	yes	\$	436,660	0.06%	0.22%	\$	1,157.76	\$ 1,246.82
007500010005	1208	SYCAMORE	ST	\$ 126,3	40 108.18	0	yes	\$	44,219	0.12%	0.02%	\$	302.41	\$ 325.67
007500010251	1208	SYCAMORE	ST	\$ 2	10 10.01	0	yes	\$	74	0.01%	0.00%	\$	18.21	\$ 19.61
007500010252	1208	SYCAMORE	ST	\$ 1	10 8.00	0	yes	\$	39	0.01%	0.00%	\$	14.50	\$ 15.62
008000010172	122	FOURTEENTH	ST	\$ 28,7	50 20.48	0	yes	\$	10,063	0.02%	0.01%	\$	61.37	\$ 66.09
008100040346	1237	VINE	ST	\$ 111,8	20 15.00	0	yes	\$	39,137	0.02%	0.02%	\$	122.24	\$ 131.64
008100020585		FOURTEENTH	ST		79.22	0	yes	\$	-	0.09%	0.00%	\$	142.66	\$ 153.63
008000020457	13	MERCER	ST	\$ 366,0	60 23.59	0	yes	\$	128,121	0.03%	0.06%	\$	354.22	\$ 381.46
008100040146	1320	RACE	ST	\$ 102,9			yes	\$	36,040	0.04%	0.02%	\$	146.41	
008000020283	1322	CLAY	ST	\$ 345,5			yes	\$	120,943		0.06%	\$	352.74	
008000020284	1324	CLAY	ST	\$ 148,4			yes	\$	51,954	0.02%	0.03%	\$	166.93	
008000020306	1335	MAIN	ST	\$ 469,0			yes	\$	164,175		0.08%	\$	492.25	
007500040316	1346	MAIN	ST	\$ 140,9			yes	\$	49,315		0.02%	\$	183.02	
007500040313	1346	MAIN	ST	\$ 190,0			yes	Ś	66,500		0.03%	Ś	224.83	
008000020309	1347	MAIN	ST	\$ 267,1			yes	Ś	93,506		0.05%	Ś	266.61	
008100020238	1400	CENTRAL	PW	\$ 180,1			yes	Ś		0.26%	0.03%	Ś	572.64	
008100040085	1400	RACE	ST	\$ 2,984,2			yes	\$ 1	1,044,495		0.52%	Ś	3,241.07	
007500010096	1400	SYCAMORE	ST	\$ 339,0			yes	Ś	118,657		0.06%	¢	469.93	
008000010250	1420	VINE	ST	φ 009,0	218.07			¢	-	0.24%	0.00%	¢	392.72	
00000010200	1720		51		210.07	0	yes	Ş		0.24/0	0.0070	ç	352.12	

PROPERTY DATA							ASSESSMEN	T CALCULA								
PARCELID	ADDRNO	ADDRST	ADDRSF		_TOTAL_	OWNER_INDV_FRO NT_FOOTAGE	Church?	Count in SID?	ASSES VALUE 35% x M VALUE	: ИКТ	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 MENT	YEARS 3-4 PAYMENT	4 SID
007500040280	1408	MAIN	ST	\$	119,310	15.43		yes	\$	41,759		0.02%	Ś	129.39		39.34
007500010098	1408	SYCAMORE	ST	\$	163,360	70.00		yes	\$	57,176		0.03%	Ś	265.19		85.58
007500040119	1409	SYCAMORE	ST	\$	209,160	84.39		yes	Ś	73,206		0.04%	Ś	330.09	-	55.48
008100040099	1415	REPUBLIC	ST	\$	271,710	91.09		yes	¢	95,099		0.05%	¢	395.43	-	25.85
008100020411	1401	RACE	ST	Ψ \$	189,060	39.98		yes	ې د	66,171		0.03%	ې د	233.00		50.93
008100040109	1401	REPUBLIC	ST	Ψ \$	40,360	39.84		yes	\$	14,126		0.01%	ې د	106.11	-	14.27
008100040110	1420	REPUBLIC	ST	Ψ \$	42,070	41.90			\$ \$	14,725		0.01%	ې د	111.28	-	19.84
008100040154	1420	FOURTEENTH	ST	φ \$	275,000	76.05		yes	ې د	96,250		0.01%	ې د	371.14		99.69
008100040134	1403	REPUBLIC	ST	Ф \$	203,200	13.20		yes	ې د	71,120		0.03%	ې د	196.81		11.95
008100040385	1403	VINE	ST	Ф \$		16.67		yes	ې \$	134,649		0.04%	ې د		-	85.14
		VINE		Ţ	384,710			yes	-				ې د	357.63	-	
008100040484	1415		ST	\$	239,000	11.70		yes	\$	83,650		0.04%	ې د	224.60	-	41.87
008100040486	1415	VINE	ST	¢ ⊅	244,000	11.70		yes	ې د	85,400		0.04%	ې د	228.86		46.46
008100040491	1415	VINE	ST	\$	239,000	11.70		yes	Ş	83,650		0.04%	ې د	224.60	-	41.87
008100040493	1415	VINE	ST	\$	239,000	11.70		yes	Ş	83,650		0.04%	Ş	224.60		41.87
008100040497	1415	VINE	ST	\$	254,000	11.70		yes	Ş	88,900		0.04%	Ş	237.37		55.63
008100040498	6	FOURTEENTH	ST	\$	68,340	11.70		yes	\$	23,919		0.01%	Ş	79.27		85.36
008100040499	1401	VINE	ST	\$	120,110	11.70		yes	Ş	42,039		0.02%	Ş	123.35	-	32.84
008100040500	1405	VINE	ST	\$	115,210	11.70		yes	Ş	40,324		0.02%	Ş	119.18	-	28.35
008100040501	1407	VINE	ST	\$	95,590	11.70		yes	\$	33,457		0.02%	\$	102.47		10.35
008100040502	1409	VINE	ST	\$	108,300	11.70		yes	\$	37,905		0.02%	\$	113.29	-	22.01
008100040504	1413	VINE	ST	\$	103,280	11.70		yes	\$	36,148		0.02%	\$	109.02	-	17.41
008100040505	1417	VINE	ST	\$	83,220	11.70	0	yes	\$	29,127	0.01%	0.01%	\$	91.94	\$ 9	99.01
008100040506	1419	VINE	ST	\$	105,290	11.70	0	yes	\$	36,852	0.01%	0.02%	\$	110.73	\$ 11	19.25
008100040507	1421	VINE	ST	\$	119,540	11.70	0	yes	\$	41,839	0.01%	0.02%	\$	122.87	\$ 13	32.32
008100040508	1423	VINE	ST	\$	134,490	11.70	0	yes	\$	47,072	0.01%	0.02%	\$	135.60	\$ 14	46.03
008100040514	1411	VINE	ST	\$	229,730	40.40	0	yes	\$	80,406	0.04%	0.04%	\$	268.39	\$ 28	89.03
007500040284	1416	MAIN	ST	\$	117,430	15.43	0	yes	\$	41,101	0.02%	0.02%	\$	127.79	\$ 13	37.62
007500040285	1418	MAIN	ST	\$	119,170	15.43	0	yes	\$	41,710	0.02%	0.02%	\$	129.27	\$ 13	39.21
007500040286	1420	MAIN	ST	\$	119,170	15.43	0	yes	\$	41,710	0.02%	0.02%	\$	129.27	\$ 13	39.21
007500010104	1420	SYCAMORE	ST	\$	822,320	237.48	0	yes	\$	287,812	0.26%	0.14%	\$	1,127.95	\$ 1,21	14.72
007500010258		SYCAMORE	ST	\$	18,700	36.45	0	yes	\$	6,545	0.04%	0.00%	\$	81.57	\$ 8	87.85
008100020232	1421	ELM	ST	\$	373,550	112.35	0	yes	\$	130,743	0.12%	0.07%	\$	520.44	\$ 56	60.48
008100040092	1431	REPUBLIC	ST	\$	263,950	68.93	0	yes	\$	92,383	0.08%	0.05%	\$	348.91	\$ 37	75.74
008100020226	1437	ELM	ST	\$	77,990			yes	\$	27,297		0.01%	\$	102.37		10.24
008100020586					, -	57.94		yes	\$	-	0.06%	0.00%	\$	104.34		12.36
008100020588	1439	ELM	ST			110.00		yes	\$	-	0.12%	0.00%	\$	198.10		13.33
007500040131	1440	MAIN	ST	\$	359,640	156.14		yes	Ś	125,874		0.06%	\$	587.46		32.65
007500040136	1440	MAIN	ST	\$	40,930	135.11		yes	Ś	14,326		0.01%	Ś	278.18		99.58
007500040261	1440	MAIN	ST	\$	181,700	205.73		yes	Ś	63,595		0.03%	Ś	525.23		65.63
007500040276		LIBERTY	ST	Ψ \$	13,300	165.20		yes	Ś		0.18%	0.00%	¢	308.83		32.58
008100040042	1534	REPUBLIC	ST	Ψ \$	167,760				¢	58,716		0.03%	¢	179.78		93.61
					-			yes	ې خ				ې د			
008100020280	1540	ELM	ST	\$	99,580	20.91	U	yes	Ş	34,853	0.02%	0.02%	Ş	122.46	Ş 13	31.89

PROPERTY DATA			ASSESSMENT CALCULATIONS												
PARCELID	ADDRNO	ADDRST	ADDRSF	MK VAL		OWNER_INDV_FRO NT FOOTAGE	Church?	Count in SID?	VAL		% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SIC	ARS 1-2 ) YMENT	YEARS 3-4 SID PAYMENT
008100010033	1544	CENTRAL	PW	\$	993,790	180.68		yes	۰ <b>۲</b> ۲	347,827		0.17%	Ś	1,171.69	\$ 1,261.81
008100010045	218	WADE	ST	Ψ \$	17,290	23.63		yes	ې خ		0.03%	0.00%	ې د	57.28	
008100010066	218	WADE	ST	Ψ \$	13,950	18.37		yes	ې د	-	0.02%	0.00%	ې د	44.96	
008100010070	1548	CENTRAL	PW	Ψ \$	420	15.06		-	ې د	-	0.02%	0.00%	ې د	27.48	
008100040450	1425-1	VINE	ST	φ \$	7,083,360	367.20		yes	ې د	2,479,176		1.24%	ې خ	6,693.39	\$ 7,208.27
008100040450	1423-1		51	Ψ	7,005,500	26.43		yes	ې د		0.03%	0.00%	ې د	47.60	\$ 7,208.27
007600020029	16	CENTRAL	PW	\$	628,740	300.41		yes	ې د	- 220,059		0.00%	ې د	1,076.44	
		VINE			-			yes	ې د				ې د		
007600020046	1101		ST	\$	271,260	210.75		yes	ې د	94,941		0.05%	ې د	610.55	
008000010069	17	FIFTEENTH	ST	\$	70,000	19.91		yes	ې د	24,500		0.01%	ې د	95.47	
008100020562	116	FIFTEENTH	ST	ф Ф	158,500	15.88		yes	ې د	55,475		0.03%	ې د	163.57	
007500040047	209	WOODWARD	ST	\$	413,660	28.00		yes	Ş	144,781		0.07%	ې د	402.69	\$ 433.67
008000020079	1227	WALNUT	ST	\$	301,100	72.00		yes	\$	105,385		0.05%	\$ ¢	386.08	\$ 415.77
008000020274	1302	CLAY	ST	\$	484,270	149.37		yes	Ş	169,495		0.08%	\$	681.39	\$ 733.81
008000020082	1231	WALNUT	ST	\$	100,000	49.87		yes	Ş	35,000		0.02%	Ş	174.97	\$ 188.43
008100020154	213	WADE	ST	\$	28,250	70.00		yes	Ş	-	0.08%	0.00%	Ş	150.12	\$ 161.67
008100020593						106.00		yes	Ş		0.12%	0.00%	Ş	190.89	\$ 205.58
007500040115	225	ORCHARD	ST	\$	213,630	117.58		yes	Ş	74,771		0.04%	Ş	393.67	
007500040267	225	ORCHARD	ST	\$	600	30.33		yes	\$		0.03%	0.00%	\$	55.14	
008000020180	28	THIRTEENTH	ST	\$	446,170	155.00		yes	\$	156,160		0.08%	\$	659.09	\$ 709.79
007500040071	1332	MAIN	ST	\$	132,290	33.34	0	yes	\$	46,302	0.04%	0.02%	\$	172.70	\$ 185.98
007500010284	306	GREAR	AL	\$	305,470	68.66	0	yes	\$	106,915	0.08%	0.05%	\$	383.78	\$ 413.30
007500010039	309	THIRTEENTH	ST	\$	189,790	50.04	0	yes	\$	66,427	0.06%	0.03%	\$	251.74	\$ 271.10
008000020460	1	MERCER	ST	\$	581,450	15.55	0	yes	\$	203,508	0.02%	0.10%	\$	523.16	\$ 563.41
008000020435	5	MERCER	ST	\$	5,514,890	329.88	0	yes	\$	1,930,212	0.37%	0.96%	\$	5,290.49	\$ 5,697.45
008100020570	116	FIFTEENTH	ST	\$	167,500	15.88	0	yes	\$	58,625	0.02%	0.03%	\$	171.24	\$ 184.41
008100020499	1515	RACE	ST	\$	355,000	8.69	0	yes	\$	124,250	0.01%	0.06%	\$	317.96	\$ 342.42
008000010074	27	FIFTEENTH	ST	\$	44,950	21.83	0	yes	\$	15,733	0.02%	0.01%	\$	77.60	\$ 83.57
007500040030	1209	SYCAMORE	ST	\$	207,380	140.59	0	yes	\$	72,583	0.16%	0.04%	\$	429.78	\$ 462.84
007500040031	1213	SYCAMORE	ST	\$	126,210	30.27	0	yes	\$	44,174	0.03%	0.02%	\$	161.99	\$ 174.45
007500040032	1215	SYCAMORE	ST	\$	126,210	30.26	0	yes	\$	44,174	0.03%	0.02%	\$	161.98	\$ 174.44
007500040033	1217	SYCAMORE	ST	\$	82,480	40.59	0	yes	\$	28,868	0.04%	0.01%	\$	143.34	\$ 154.37
008000010231	1429	WALNUT	ST	\$	155,990	40.00	0	yes	\$	54,597	0.04%	0.03%	\$	204.88	\$ 220.64
008000020509	22	THIRTEENTH	ST			97.00	0	yes	\$	-	0.11%	0.00%	\$	174.69	\$ 188.12
008000020510	1232	JACKSON	ST			175.95		yes	\$		0.19%	0.00%	\$	316.86	
008000020492	33	THIRTEENTH	ST	\$	275,000	13.57		yes	\$	96,250		0.05%	\$	258.63	
008100040283	1203	VINE	ST	\$	232,690	7.26		yes	\$	81,442		0.04%	Ś	211.23	
008100020487	1523-1	RACE	ST	\$	873,300	18.92		yes	\$	305,655		0.15%	Ś	777.76	
008100020488	1529-1	RACE	ST	\$	530,970	18.92		yes	Ś	185,840		0.09%	Ś	486.23	
008100020489	1533-1	RACE	ST	\$	625,810	18.92		yes	¢	219,034		0.11%	Ś	567.00	
008100020489	1530-1	PLEASANT	ST	φ \$	259,770	18.92			¢	90,920		0.05%	ç	255.28	
008100020490		FIFTEENTH	ST	Ψ Φ		130.61		yes	ې خ	90,920 114,016			ې د		
	14			ዋ ኅ	325,760			yes	ې د	-		0.06%	ې د	512.63	
008000010234	26	FOURTEENTH	ST	\$	125,000	11.84	0	yes	Ş	43,750	0.01%	0.02%	\$	127.78	\$ 137.61

PROPERTY DATA					ASSESSM	ENT CALCU	LATIONS					
PARCELID	ADDRNO	ADDRST	ADDRSF		OWNER_INDV_FRO NT_FOOTAGE Church?	Count SID?	ASSESSED VALUE: in 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 YMENT	YEARS 3-4 SID PAYMENT
008100040456	1501	VINE	ST	\$ 222,710	11.88 0	yes	\$ 77,949		0.04%	Ś	211.06	
007500040357	1202	MAIN	ST	\$ 155,900	5.42 0	yes	\$ 54,565		0.03%	Ś	142.52	
008000020425	1338	VINE	ST	\$ 171,330	13.47 0	yes	\$ 59,966		0.03%	\$	170.17	
007600020315	30	CENTRAL	PW	\$ 236,660	5.59 0	yes	\$ 82,831		0.04%	\$	211.60	
007600020337	1150	VINE	ST	\$ 166,020	14.81 0	yes	\$ 58,107		0.03%	\$	168.05	
008100020017	1429	RACE	ST	\$ 1,467,780	238.39 0	yes	\$ 513,723		0.26%	\$	1,679.26	
008100020544	131	15TH	ST	\$ 339,000	12.42 0	yes	\$ 118,650		0.06%	Ś	311.06	
008100040310	1211	REPUBLIC	ST	\$ 172,790	15.04 0	yes	\$ 60,477		0.03%	Ś		\$ 187.63
008100020504	1509	RACE	ST	\$ 425,000	8.69 0	yes	\$ 148,750		0.07%	Ś	377.57	•
007500040023	211	THIRTEENTH	ST	\$ 204,680	282.59 0	yes	\$ 71,638		0.04%	Ś	683.21	
007600020341	1150	VINE	ST	\$ 201,760	14.81 0	yes	\$ 70,616		0.04%	Ś	198.48	
008100040317	1207	REPUBLIC	ST	\$ 172,260	15.04 0	yes	\$ 60,291		0.03%	Ś	173.78	
008100040018	1541	REPUBLIC	ST	\$ 44,360	107.79 0	yes	\$ 15,526		0.01%	Ś	231.90	
008100040019	1539	REPUBLIC	ST	\$ 64,030	40.00 0	yes	\$ 22,411		0.01%	Ś	126.56	
008100040516	1537	REPUBLIC	ST	\$ 553,000	20.00 0	yes	\$ 193,550		0.10%	Ś	506.95	
007600020308	30	CENTRAL	PW	\$ 293,960	5.59 0	yes	\$ 102,886		0.05%	Ś	260.39	\$ 280.42
007500040125	1424	MAIN	ST	\$ 139,110	33.23 0	yes	\$ 48,689		0.02%	Ś	178.31	
008100020425	1421	RACE	ST	\$ 197,190	13.19 0	yes	\$ 69,017		0.03%	Ś	191.67	
007600020340	1150	VINE	ST	\$ 196,500	14.81 0	yes	\$ 68,775		0.03%	Ś	194.01	
007500040287	1410	MAIN	ST	\$ 120,330	15.43 0	yes	\$ 42,116		0.02%	Ś	130.26	\$ 140.28
008000020110	1215	CLAY	ST	\$ 93,540	85.00 church	no	\$ 32,739		0.00%	Ś		\$ -
008000020112	1221	CLAY	ST	\$ 29,640	48.00 church	no	\$ 10,374		0.00%	Ś	-	\$ -
008000020113	1223	CLAY	ST	\$ 29,050	48.00 church	no	\$ 10,168		0.00%	Ś	-	\$ -
008000020114	1225	CLAY	ST	\$ 32,830	64.00 church	no	\$ 11,491		0.00%	Ś	-	\$ -
008000020116	1229	CLAY	ST	\$ 21,240		no		0.00%	0.00%	Ś	-	\$
008000020117	1231	CLAY	ST	\$ 29,050	49.04 church	no	\$ 10,168		0.00%	Ś	-	\$
008000020127	1210	CLAY	ST	\$ 30,450	24.00 church	no	\$ 10,658		0.00%	Ś	-	\$
008000020128	1212	CLAY	ST	\$ 25,900	30.00 church	no		0.00%	0.00%	Ś	-	\$
008000020129	123	THIRTEENTH	ST	\$ 797,340		no	\$ 279,069		0.00%	Ś	-	\$
008000020144	1219	MAIN	ST	\$ 55,690		yes	\$ 19,492		0.01%	Ś	101.45	\$ 109.25
008000020160	1210	MAIN	ST	\$ 20,010		no		0.00%	0.00%	Ś	-	\$ -
008000020161	131	THIRTEENTH	ST	\$ 55,650		no	\$ 19,478		0.00%	Ś	-	\$
007600010135	217	TWELFTH	ST	\$ 999,720	92.24 0	yes	\$ 349,902		0.17%	¢ ¢	1,017.46	\$
007600010412	1195	ELM	ST	\$ 6,575,050		yes	\$ 2,301,268		1.15%	¢ ¢	6,283.42	
008100040372	1412	REPUBLIC	ST	\$ 91,510		yes	\$ 32,029		0.02%	¢ ¢	102.96	
008100040373	1412	REPUBLIC	ST	\$ 91,510 \$ 91,510			\$ 32,029		0.02%	ې د	102.96	
007600020326	30	CENTRAL	PW	\$ 246,830	5.59 0	yes	\$ 86,391		0.02%	ې د	220.26	
007800020328	30 1523	RACE	ST	\$ 240,030 \$ 65,470		yes	\$ 22,915		0.04%	ې خ	89.82	
008100020481	1525	RACE	ST	\$ 68,850	18.92 0	yes	\$ 22,913		0.01%	ې خ	92.70	
008100020482	1525	RACE	ST			yes	\$ 20,321			ې د		
				\$ 58,060 \$ 78,050		yes			0.01%	ې د	83.51	
008100020484	1529	RACE	ST ST	\$ 78,950 \$ 80,470		yes	\$ 27,633		0.01%	Ş	101.30	
008100020485	1531	RACE	ST	\$ 89,470	18.92 0	yes	\$ 31,315	0.02%	0.02%	Ş	110.26	\$ 118.74

PROPERTY DATA							ASSESSMEN	T CALCULA								
PARCELID	ADDRNO	ADDRST	ADDRSF				Church?	Count in SID?	VALU	x MKT	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2		RS 3-4 SID MENT
008100020486	1533	RACE	ST	\$	43,880	- 18.92		yes	\$	15,358	0.02%	0.01%	\$	71.43		76.93
008000020051	1212	JACKSON	ST	\$	5,109,680	659.58		, yes		1,788,388		0.89%	\$	5,539.17	-	5,965.26
008000020074		WALNUT	ST	\$	86,440	205.00		yes	\$	30,254		0.02%	\$		-	476.85
008000020371		THIRTEENTH	ST	\$	2,340	53.00		, yes	\$	-	0.06%	0.00%	\$	97.44	-	104.94
008100040458	1501	VINE	ST	\$	200,500	11.88		yes	\$	70,175		0.04%	\$	192.14	-	206.92
008100020533	1420	ELM	ST	\$	309,900	12.50		yes	\$	108,465		0.05%	Ś	286.42	-	308.45
007500040327	214	FOURTEENTH	ST	\$	516,220	20.21		yes	\$	180,677		0.09%	Ś	476.00	-	512.61
008100020244	221	MAGNOLIA	ST	\$	144,940	32.00		yes	\$	50,729		0.03%	Ś		-	194.99
008100040033	1509-1	REPUBLIC	ST	\$	390,140	68.85		yes	\$	136,549		0.07%	Ś	456.22		491.32
008000020176	18	THIRTEENTH	ST	\$	121,370	28.50		yes	Ś	42,480		0.02%	Ś	154.68	-	166.58
008000020142	1211	MAIN	ST	\$	502,060	28.00		yes	\$	175,721		0.09%	Ś	477.97	-	514.74
008100040555	1211	FIFTEENTH	ST	Ψ	502,000	12.13		yes	ې د	-	0.01%	0.00%	ې د	21.85	-	23.53
008100040556		FIFTEENTH	ST			12.13		yes	¢ ¢	_	0.01%	0.00%	ې د	21.85		23.53
008100040557		FIFTEENTH	ST			12.13		yes	\$	_	0.01%	0.00%	ې د	21.85	-	23.53
008100040558		FIFTEENTH	ST			12.13		-	ې د	_	0.01%	0.00%	ې د	21.85	\$ \$	23.53
008100040560		FIFTEENTH	ST			12.13		yes	ې د	_	0.01%	0.00%	ې د	21.85	•	23.53
008100040561		FIFTEENTH	ST			12.13		yes	ې د		0.01%	0.00%	ې د	21.85	-	23.53
	110			¢	165 000			yes	ې د	-			ې د		-	
008100020563	116	FIFTEENTH	ST	\$	165,000	15.88		yes	ې د	57,750		0.03%	ې د	169.11	-	182.12
008100030085	1217	ELM	ST	\$	214,540	130.33		yes	ې د	75,089		0.04%	ې د	417.40	•	449.51
008000020257	1315	CLAY	ST	\$	141,350	45.00		yes	\$	49,473		0.02%	Ş	201.41	-	216.90
008000020339	1345		ST	\$	120,100	5.23		yes	\$	42,035		0.02%	\$	111.69	-	120.28
008100020402	1420	PLEASANT	ST	\$	353,300	40.28		yes	Ş	123,655		0.06%	Ş	373.41	-	402.14
008000020421	1326	VINE	ST	\$	262,690	13.47		yes	Ş	91,942		0.05%	Ş	247.97	-	267.04
008100040433	1403	VINE	ST	\$	296,000	16.67		yes	Ş	103,600		0.05%	Ş	282.08	-	303.78
007500040345	1306	MAIN	ST	\$	378,100	18.36		yes	Ş	132,335		0.07%	Ş	355.06	-	382.37
008100040014	1506	RACE	ST	\$	850,000	60.00		yes	Ş	297,500		0.15%	Ş	831.90		895.90
007500040171	1119	MAIN	ST	\$	192,520	32.18		yes	Ş	67,382		0.03%	Ş	221.90		238.97
007500040186	1123	MAIN	ST	\$	179,570	136.88		yes	\$	62,850		0.03%	\$	399.42		430.15
008100040015	1500	RACE	ST	\$	279,110	89.18		yes	\$	97,689		0.05%	\$	398.29		428.93
008000020386	1214	VINE	ST	\$	367,550	5.44		yes	\$	128,643		0.06%	\$	322.80		347.63
008000020414	1326	VINE	ST	\$	252,750	13.47	0	yes	\$	88,463	0.01%	0.04%	\$	239.50	\$	257.93
008000010159	1435	MAIN	ST	\$	355,450	40.03	0	yes	\$	124,408	0.04%	0.06%	\$	374.78	\$	403.61
008000020296	1309	MAIN	ST	\$	582,210	119.25	0	yes	\$	203,774	0.13%	0.10%	\$	710.56	\$	765.21
008000020298	1317	MAIN	ST	\$	120,270	36.51	0	yes	\$	42,095	0.04%	0.02%	\$	168.17	\$	181.11
008000020299	1319	MAIN	ST	\$	126,320	51.03	0	yes	\$	44,212	0.06%	0.02%	\$	199.48	\$	214.82
007500010262				\$	157,720	21.27	0	yes	\$	55,202	0.02%	0.03%	\$	172.62	\$	185.90
007500010265				\$	176,220	21.27	0	yes	\$	61,677	0.02%	0.03%	\$	188.37	\$	202.86
007500030196	404	READING	RD	\$	186,230	21.27	0	yes	\$	65,181	0.02%	0.03%	\$	196.90	\$	212.04
008000010081	1431	WALNUT	ST	\$	203,210	25.00	0	yes	\$	71,124	0.03%	0.04%	\$	218.07	\$	234.85
008000020406	1326	VINE	ST	\$	268,410	13.47		yes	\$	93,944		0.05%	\$	252.84		272.29
008100040366	1406	REPUBLIC	ST	\$	94,900	13.90		yes	\$	33,215		0.02%	\$	105.85		113.99
008000020037	1211	JACKSON	ST	\$	143,690	23.81		yes	Ś		0.03%	0.03%	Ś	165.25		177.96

PROPERTY DATA							ASSESSMEN	NT CALCULA								
		ADDROT			_TOTAL_	OWNER_INDV_FRO	0h	Count in	VALU 1 35% 2	k MKT	% of SID FRONT	% of SID ASSESSED	SID	RS 1-2		RS 3-4 SID
PARCELID	ADDRNO	ADDRST	ADDRSF		070.050	_	Church?	SID?	VALU		FOOTAGE	VALUE	PAY	MENT	PAYM	
007600020372	28	CENTRAL	PK	\$	279,050			yes	\$	97,668		0.05%	Ş	393.36		423.62
007600020373	4.440		o <del></del>	\$	248,320			yes	Ş	86,912		0.04%	Ş	367.19	\$	395.43
007500040282	1412	MAIN	ST	\$	119,170			yes	Ş	41,710		0.02%	Ş	129.27	Ş	139.21
008100040549		FIFTEENTH	ST	•		12.13		yes	Ş	-	0.01%	0.00%	Ş	21.85	-	23.53
008100040103	1405	REPUBLIC	ST	\$	320,750			yes	\$	112,263		0.06%	Ş	473.65		510.08
008100020397	1412	PLEASANT	ST	\$	410,610			yes	\$	143,714		0.07%	Ş	446.92		481.30
008000020419	1326	VINE	ST	\$	277,180			yes	Ş	97,013		0.05%	Ş	260.31		280.33
007500040343	1306	MAIN	ST	\$	294,750			yes	\$	103,163		0.05%	\$	284.08	-	305.93
008100020569	116	FIFTEENTH	ST	\$	285,000	15.88		yes	\$	99,750		0.05%	\$	271.30		292.17
008100020571	116	FIFTEENTH	ST	\$	300,000	15.88		yes	\$	105,000		0.05%	\$	284.07		305.93
008000020377	1214	VINE	ST	\$	237,980	5.44	0	yes	\$	83,293	0.01%	0.04%	\$	212.46	\$	228.80
008000020387	1214	VINE	ST	\$	321,490	5.44	0	yes	\$	112,522	0.01%	0.06%	\$	283.57	\$	305.39
008100040392	1432	RACE	ST	\$	105,900	10.56	0	yes	\$	37,065	0.01%	0.02%	\$	109.20	\$	117.60
008100040276	1201	VINE	ST	\$	220,000	7.26	0	yes	\$	77,000	0.01%	0.04%	\$	200.42	\$	215.84
008100040427	18	THIRTEENTH	ST	\$	255,700	13.94	0	yes	\$	89,495	0.02%	0.04%	\$	242.86	\$	261.54
008100020302	1543	PLEASANT	ST	\$	78,310	20.12	0	yes	\$	27,409	0.02%	0.01%	\$	102.93	\$	110.85
008100020303	1541	PLEASANT	ST	\$	78,310	19.66	0	yes	\$	27,409	0.02%	0.01%	\$	102.10	\$	109.95
008100020304	1539	PLEASANT	ST	\$	98,380	23.84	0	yes	\$	34,433	0.03%	0.02%	\$	126.72	\$	136.46
008100040374	1412	REPUBLIC	ST	\$	91,510	13.90	0	yes	\$	32,029	0.02%	0.02%	\$	102.96	\$	110.88
007600020320	30	CENTRAL	PW	\$	340,000	5.59	0	yes	\$	119,000	0.01%	0.06%	\$	299.60	\$	322.65
008100020399	1411	PLEASANT	ST	\$	270,000	40.28	0	yes	\$	94,500	0.04%	0.05%	\$	302.48	\$	325.74
008100020400	1411	PLEASANT	ST	\$	309,970	40.28	0	yes	\$	108,490	0.04%	0.05%	\$	336.51	\$	362.40
008100040413	1432	RACE	ST	\$	204,900	10.56	0	yes	\$	71,715	0.01%	0.04%	\$	193.50	\$	208.39
008000020353	112	THIRTEENTH	ST	\$	137,080	6.96		yes	\$	47,978		0.02%	\$	129.27		139.21
007500040304	1420	MAIN	ST	\$	200,340			yes	\$	70,119	0.02%	0.03%	\$	198.39		213.65
007500040111	217	ORCHARD	ST	\$	371,280	42.00		yes	Ś	129,948		0.06%	Ś	391.81	\$	421.95
008000010215	1407	MAIN	ST	\$	144,000	6.75		yes	Ś	50,400		0.03%	Ś	134.78		145.15
008100040444	1316	RACE	ST	\$	1,000,000			yes	Ś	350,000		0.17%	Ś	863.27		929.68
008100040462	1501	VINE	ST	\$	195,000			yes	Ś	68,250		0.03%	Ś	187.46		201.88
008000010214	1407	MAIN	ST	\$	198,500			yes	Ś	69,475		0.03%	Ś	181.20		195.13
008100020567	116	FIFTEENTH	ST	\$	155,000			yes	ç ç	54,250		0.03%	Ś	160.59		172.95
008100040477	1407	VINE	ST	\$	143,200			yes	ç ç	50,120		0.03%	¢ ¢	143.02		154.02
008100040510	1523	REPUBLIC	ST	\$	210,000			yes	¢	73,500		0.04%	¢	203.33		218.97
007500040127	1428	MAIN	ST	Ψ ¢	475,000			•	¢	166,250		0.04%	¢	464.23		499.94
008100040127	1201	VINE	ST	Ф \$	210,000			yes	¢	73,500		0.08%	¢	404.23 191.91		206.67
007500010136		BROADWAY	51	φ				yes	ې د	78,253			ې د	442.46		
	1341		ст	Φ Φ	223,580			yes	ې د			0.04%	ې د			476.50
008000020468	1		ST	¢	404,430			yes	Ş	141,551		0.07%	Ş	372.42		401.06
008100040308	22	TWELFTH	ST	Ф Ф	115,830			yes	Ş	40,541		0.02%	Ş	125.73		135.40
008100040177	1332	FOURTEENTH	ST	\$	210,500			yes	Ş	73,675		0.04%	Ş	356.65		384.08
007500040340	1126	WALNUT	ST	\$	143,970			yes	Ş	50,390		0.03%	Ş	144.50		155.61
008100040515	1537	REPUBLIC	ST	\$	447,450			yes	Ş	156,608		0.08%	Ş	417.06		449.14
007500030002	1216	BROADWAY		\$	359,610	243.78	0	yes	Ş	125,864	0.27%	0.06%	Ş	745.26	Ş	802.58

PROPERTY DATA							ASSESSMEN	IT CALCULA							
PARCELID	ADDRNO	ADDRET	ADDRSF	_	_TOTAL_	OWNER_INDV_FRO NT FOOTAGE	Church 2	Count in	VALU	( MKT	% of SID FRONT FOOTAGE	% of SID ASSESSED	SID	ARS 1-2 (MENT	YEARS 3-4 SID PAYMENT
	ADDRNO	ADDRST BROADWAY	ADDRSF		900 220	_	Church?	SID?	valu						
007500030008	1104			\$ ¢	800,330	187.11		yes	ې د	280,116		0.14%	\$ ¢	1,018.52	
007500030020	1124	BROADWAY		¢	185,230	40.83		yes	\$ ¢	64,831		0.03%	ې د	231.26	\$ 249.05
007500030021	1122	BROADWAY		¢ ⊅	206,260	40.14		yes	ې د	72,191		0.04%	ې د	247.93	\$ 267.00
007500030022	1120	BROADWAY		\$ ¢	265,880	38.56		yes	Ş	93,058		0.05%	\$ ¢	295.87	\$ 318.63
007500030023	1118	BROADWAY		\$	227,510	38.53		yes	Ş	79,629		0.04%	\$	263.13	\$ 283.38
007500030024	1114	BROADWAY		\$	475,240	84.52		yes	Ş	166,334		0.08%	Ş	556.93	\$ 599.77
007500030026	1110	BROADWAY		\$	394,970	76.60		yes	Ş	138,240		0.07%	Ş	474.30	\$ 510.79
007500030028	1108	BROADWAY		\$	291,700	133.10		yes	Ş	102,095		0.05%	Ş	488.11	\$ 525.66
007500010019	1201-1	BROADWAY		\$	628,620	94.49		yes	\$	220,017		0.11%	Ş	705.49	
007500010286	1211	BROADWAY	ST	\$	982,410	360.49		yes	Ş	343,844		0.17%	Ş	1,485.81	
007500030001	1218	BROADWAY		\$	250,720	131.81		yes	\$	87,752		0.04%	\$	450.88	\$ 485.56
007500030013	408-41	TWELFTH	ST	\$	974,810	346.18		yes	\$	341,184		0.17%	\$	1,453.56	
007500030017	1126	BROADWAY		\$	616,080	206.33		yes	\$	215,628		0.11%	\$	896.22	
008000020486	14	MERCER	ST	\$	275,000	5.25		yes	\$	96,250		0.05%	\$	243.64	
008000020402	1326	VINE	ST	\$	245,000	13.47	0	yes	\$	85,750	0.01%	0.04%	\$	232.90	\$ 250.82
007600020343	1150	VINE	ST	\$	354,000	14.81	0	yes	\$	123,900	0.02%	0.06%	\$	328.13	\$ 353.37
008000020502	35	13TH	ST	\$	245,000	13.57	0	yes	\$	85,750	0.02%	0.04%	\$	233.08	\$ 251.01
008000020272	1343	CLAY	ST	\$	155,020	22.00	0	yes	\$	54,257	0.02%	0.03%	\$	171.63	\$ 184.83
008100010077	206	WADE	ST	\$	450,000	54.35	0	yes	\$	157,500	0.06%	0.08%	\$	481.09	\$ 518.10
007500040315	1346	MAIN	ST	\$	133,350	35.00	0	yes	\$	46,673	0.04%	0.02%	\$	176.59	\$ 190.17
008000020448	21	MERCER	ST	\$	203,950	19.49	0	yes	\$	71,383	0.02%	0.04%	\$	208.79	\$ 224.85
007500010126	322	FOURTEENTH	ST	\$	274,970	36.70	0	yes	\$	96,240	0.04%	0.05%	\$	300.26	\$ 323.36
008000010044	1508	MOORE	ST	\$	182,200	19.27	0	yes	\$	63,770	0.02%	0.03%	\$	189.86	\$ 204.46
008000010046	24	FIFTEENTH	ST	\$	698,260	59.95	0	yes	\$	244,391	0.07%	0.12%	\$	702.59	\$ 756.64
008000010054	1443	WALNUT	ST	\$	187,560	20.00	0	yes	\$	65,646	0.02%	0.03%	\$	195.74	\$ 210.80
008000010055	1441	WALNUT	ST	\$	34,400	20.00	0	yes	\$	12,040	0.02%	0.01%	\$	65.31	
008000010057	1439	WALNUT	ST	\$	213,030	20.00		yes	\$	74,561		0.04%	\$	217.43	
008000010076	1435	WALNUT	ST	\$	286,850	114.91		yes	\$	100,398		0.05%	\$	451.21	
008000010121	1420	WALNUT	ST	\$	544,460	40.54		, yes	Ś	190,561		0.10%	Ś	536.67	
008000010122	1416	WALNUT	ST	\$	333,870	20.95		yes	Ś	116,855		0.06%	Ś	322.04	
008000010123	1412	WALNUT	ST	\$	152,780	22.06		yes	Ś	53,473		0.03%	Ś	169.84	
008000010126	1406	WALNUT	ST	\$	319,360	41.76		yes	Ś	111,776		0.06%	Ś	347.17	
008000010140	1411	CLAY	ST	\$	152,460	22.26		yes	Ś	53,361		0.03%	Ś	169.92	
008000010141	1409	CLAY	ST	\$	162,850	22.52		yes	Ś	56,998		0.03%	Ś	179.24	
008000010145	112	FOURTEENTH	ST	\$	200,910	21.15		yes	¢	70,319		0.03%	¢	209.18	
008000010145	114	FOURTEENTH	ST	Ψ \$	189,830	19.27		yes	¢	66,441		0.04%	¢	196.35	
008000010171	120	FOURTEENTH	ST	Ψ ¢	212,240	19.27		-	¢	74,284		0.03%	ې خ	215.75	
008000010171	1415	MAIN	ST	φ Φ		25.00		yes	ې د	93,877		0.04%	ې د		
				ው የ	268,220			yes	ې د				ې د	273.43	
008000010179	1411		ST	ን ድ	612,710	32.00		yes	Ş	214,449		0.11%	Ş	579.40	
008000010184	1414	WALNUT	ST	\$ ¢	96,530	14.83		yes	Ş	33,786		0.02%	Ş	108.91	
008000020293	1301	MAIN	ST	\$	549,790	157.97		yes	Ş	192,427		0.10%	Ş	752.67	
008000020295	1307	MAIN	ST	\$	214,530	36.59	0	yes	Ş	75,086	0.04%	0.04%	Ş	248.59	\$ 267.71

PROPERTY DATA							ASSESSMEN	T CALCULA							
PARCELID	ADDRNO	ADDRST	ADDRSF		_TOTAL_		Church?	Count in SID?	ASSES VALUE 35% x I VALUE	: ИКТ	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 'MENT	YEARS 3-4 SIE PAYMENT
008000020303	1329	MAIN	ST	\$	158,520	48.00		yes	\$		0.05%	0.03%	\$	221.44	\$ 238.4
008100040175	20	THIRTEENTH	ST	\$	550,000	20.00		yes	-	192,500		0.10%	\$	504.39	\$ 543.19
008000010199	1427	MAIN	ST	\$	267,500	19.65		yes	Ś		0.02%	0.05%	Ś	263.18	\$ 283.43
007600020350	1150	VINE	ST	\$	204,900	14.81		yes	Ś	71,715		0.04%	Ś	201.16	
008000020474	1223	JACKSON	ST	\$	167,270	9.50		yes	Ś	58,545		0.03%	Ś	159.55	-
008100020441	1408	ELM	ST	\$	325,000	8.33		yes	\$	113,750		0.06%	Ś	291.77	-
007500040359	1202	MAIN	ST	\$	171,900	5.42		yes	Ś	60,165		0.03%	Ś	156.14	
008000020251	108	THIRTEENTH	ST	\$	117,140	20.00		yes	Ś	40,999		0.02%	Ś	135.77	
008100040041	1536	REPUBLIC	ST	\$	216,280	19.73		yes	Ś	75,698		0.04%	Ś	219.72	-
008100020477	1517	ELM	ST	\$	338,000	52.82		yes	Ś	118,300		0.06%	Ś	382.96	\$ 412.4
007600020332	1150	VINE	ST	\$	269,900	14.81		yes	\$	94,465		0.05%	Ś	256.51	-
008100040314	1207	REPUBLIC	ST	\$	256,000	15.04		yes	Ś	89,600		0.04%	Ś	245.09	\$ 263.9
008000020352	112	THIRTEENTH	ST	\$	95,110	6.96		yes	Ś	33,289		0.02%	Ś	93.53	\$ 100.72
008100020557	1505	RACE	ST	\$	170,000	15.88		yes	Ś	59,500		0.03%	Ś	173.37	-
008100040407	1432	RACE	ST	\$	214,000	10.56		yes	¢ ¢	74,900		0.04%	Ś	201.25	\$ 216.74
007600020087	1102	JACKSON	ST	\$	491,170	107.79		yes	\$	171,910		0.09%	Ś	612.38	\$ 659.49
008000020401	1232	VINE	ST	\$	368,000	14.57		yes		128,800		0.06%	Ś	339.63	\$ 365.7
008100020208	223	FIFTEENTH	ST	\$	200,660	38.00		yes	¢		0.02%	0.04%	¢	239.31	
007500040325	220		01	Ψ ¢	470,000	20.21		yes	\$	164,500		0.08%	ې د	436.64	\$ 470.22
008000020397	1232	VINE	ST	Ψ ¢	285,180	14.57		yes	\$	99,813		0.05%	ې د	269.10	\$ 289.80
007600020355	30	CENTRAL	PW	\$	650,000	5.59		yes		227,500		0.11%	¢	563.59	\$ 606.9
008100030079	220	TWELFTH	ST	Ψ \$	170,160	50.96		yes	¢ ¢		0.06%	0.03%	ې د	236.68	\$ 254.8
008100040522	1328	REPUBLIC	ST	Ψ \$	403,000	6.00			ې د	141,050		0.07%	ې د	354.00	-
008000020001	1200	VINE	ST	φ Φ	403,000 837,040	167.59		yes	-	292,964		0.07%	ې د	1,014.63	-
008000020009	1200	VINE	ST	φ Φ	226,600	20.07		yes	ې د	79,310		0.13%	ې د	229.11	
008000020009		VINE	ST	Ф \$	177,180	16.58		yes	ې د			0.04%	ې د	180.74	\$ 194.64
008000020011	1210 1212	VINE	ST	ъ \$	283,650	24.35		yes	ې د	62,013	0.02%	0.05%	ې د	285.41	•
008000020012	1212	TWELFTH	ST			38.35		yes	ې د				ې د		
008000020027	12	JACKSON		\$ ¢	220,240			yes	ې د		0.04%	0.04% 0.06%	ې د	256.62	
		JACKSON	ST	ф Ф	336,690	36.49		yes		117,842			ې د	352.44	
008000020038 007600010408	1215	ELM	ST ST	ф Ф	477,990	54.50		yes		167,297		0.08%	ې د	505.20	-
	1111			ф Ф	3,495,470	272.00		yes		223,415		0.61%	ې د	3,466.54	
007500040189	1111	MAIN	ST	¢ ⊅	294,950	62.77		yes	-	103,233		0.05%	ې د	364.22	
007500040191	1111	MAIN	ST	¢ ⊅	597,380	199.01		yes		209,083		0.10%	ې د	867.11	
007600010409	1105		ST	\$	1,300,000	272.00		yes		455,000		0.23%	Ş	1,596.90	
008100020247	213	MAGNOLIA	ST	¢	426,500	84.09		yes	ې د	149,275		0.07%	Ş	514.64	
008100020422	1421	RACE	ST	\$ ¢	237,510	13.19		yes	Ş		0.01%	0.04%	Ş	226.01	
008100040489	1415	VINE	ST	\$	196,000	11.70		yes	Ş		0.01%	0.03%	Ş	187.98	
008100040289	1207	VINE	ST	\$	152,710	7.26		yes	Ş		0.01%	0.03%	Ş	143.12	
007600010150	1100	PLUM	ST	\$	841,610	516.42		yes		294,564		0.15%	Ş	1,646.72	
007600020317	30	CENTRAL	PW	\$	1,150,000	5.59		yes		402,500		0.20%	Ş	989.39	
008000020483	20	MERCER	ST	\$	575,000	17.00		yes		201,250		0.10%	Ş	520.28	
008100020456	212	15TH	ST	\$	1,252,640	42.00	0	yes	Ş	438,424	0.05%	0.22%	\$	1,142.37	\$ 1,230.2

PROPERTY DATA					ASSESSMEI	NT CALCULA					
PARCELID	ADDRNO	ADDRST	ADDRSF	MKT_TOTAL_ VAL	OWNER_INDV_FRO NT_FOOTAGE Church?	Count in SID?	ASSESSED VALUE: 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	YEARS 1-2 SID PAYMENT	YEARS 3-4 SID PAYMENT
008100020426	1421	RACE	ST	\$ 330,000	13.19 0	yes	\$ 115,500		0.06%	\$ 304.77	
008100020500	1515	RACE	ST	\$ 420,000		yes	\$ 147,000		0.07%	\$ 373.32	-
008100040550	1010	FIFTEENTH	ST	φ 420,000	12.13 0	yes	\$ -	0.01%	0.00%	\$ 21.85	
008100040551		FIFTEENTH	ST		12.13 0	yes	\$-	0.01%	0.00%	\$ 21.85	-
008000010007	1518	VINE	ST	\$ 1,275,930		yes	\$ 446,576		0.22%	\$ 1,665.72	-
008000010015	1506	VINE	ST	\$ 95,550		-		0.06%	0.02%	\$ 185.85	
007600010166	108	CENTRAL	PW	\$ 36,404,820		yes	\$ 12,741,687		6.36%	\$ 33,607.19	-
0750001010017	100	TWELFTH	ST			yes		0.08%	0.01%	\$ 178.15	
07500010018		TWELFTH	ST	\$ 49,090 \$ 5,460		yes		0.08%	0.01%	\$ 178.15	-
		BROADWAY	51			yes					-
007500010021				\$ 0,000		yes		0.03%	0.00%	\$ 61.19	-
007500010022		BROADWAY		\$ 7,760		yes		0.03%	0.00%	\$ 60.19	-
007500010023	1000	BROADWAY	ст.	\$ 7,760 \$ 9,064,470		yes		0.13%	0.00%	\$ 222.57	-
007500010044	1322	SYCAMORE	ST	\$ 8,064,470		yes	\$ 2,822,565		1.41%	\$ 8,575.58	
007500010078			o <del></del>	<b>^</b>	433.27 0	yes	\$ -	0.48%	0.00%	\$ 780.27	-
007500010130	1416	MANSFIELD	ST	\$ 30,830		yes		0.19%	0.01%	\$ 334.28	-
007500030029		SPRING	ST	\$ 94,060		yes		0.23%	0.02%	\$ 455.77	-
07500030032	1127	SPRING	ST	\$ 4,410		yes		0.04%	0.00%	\$ 62.85	-
07500030033	1123	SPRING	ST	\$ 17,630		yes		0.07%	0.00%	\$ 131.20	
07500030035		SPRING	ST	\$ 11,030		yes		0.04%	0.00%	\$ 78.81	-
007500030037		SPRING	ST	\$ 22,060	77.40 0	yes	\$ 7,721	0.09%	0.00%	\$ 158.18	\$ 170.34
07500030041		SPRING	ST	\$ 6,570	41.59 0	yes	\$ 2,300	0.05%	0.00%	\$ 80.50	\$ 86.69
007500030043		SPRING	ST	\$ 4,100	25.76 0	yes	\$ 1,435	0.03%	0.00%	\$ 49.88	\$ 53.72
007500040026		THIRTEENTH	ST	\$ 44,020	39.95 <mark>0</mark>	yes	\$ 15,407	0.04%	0.01%	\$ 109.44	\$ 117.86
007500040027		THIRTEENTH	ST	\$ 42,980	45.79 0	yes	\$ 15,043	0.05%	0.01%	\$ 119.06	\$ 128.22
007500040028		THIRTEENTH	ST	\$ 41,200	40.08 0	yes	\$ 14,420	0.04%	0.01%	\$ 107.27	\$ 115.52
07500040029		THIRTEENTH	ST	\$ 82,240	152.22 0	yes	\$ 28,784	0.17%	0.01%	\$ 344.16	\$ 370.63
07500040050		THIRTEENTH	ST	\$ 44,180	122.42 0	yes	\$ 15,463	0.14%	0.01%	\$ 258.08	\$ 277.94
007500040051		THIRTEENTH	ST	\$ 45,440	20.50 0	yes	\$ 15,904	0.02%	0.01%	\$ 75.61	\$ 81.42
07500040052		THIRTEENTH	ST	\$ 40,560	20.08 0	yes	\$ 14,196	0.02%	0.01%	\$ 70.70	\$ 76.13
007500040053		THIRTEENTH	ST	\$ 41,390	21.59 0	yes	\$ 14,487	0.02%	0.01%	\$ 74.14	\$ 79.84
007500040054		WOODWARD	ST	\$ 42,280		yes		0.11%	0.01%	\$ 217.16	
007500040058	230	THIRTEENTH	ST	\$ 196,600		yes		0.34%	0.03%	\$ 712.82	
007500040077	216	SYCAMORE	ST	\$ 1,098,560		yes		0.30%	0.19%	\$ 1,417.09	
007500040259	222	WOODWARD	ST	\$ 9,100		yes		0.01%	0.00%	\$ 21.26	
007500040263	1425	SYCAMORE	ST	\$ 1,000		yes		0.02%	0.00%	\$ 33.27	
07500040264	25	SYCAMORE	ST	\$ 64,100		yes		0.05%	0.01%	\$ 138.68	
007500040265		THIRTEENTH	ST	\$ 28,230				0.03%	0.00%	\$ 146.99	
00700040200	5	LIBERTY	ST	ψ 20,230 \$ -	90.28 0	yes	\$ 9,001 \$	0.08%	0.00%	\$ 162.59	
	5			φ - Φ		yes	ې - د				
008000010041	1400	MOORE	ST	φ -	68.87 0 07.02 0	yes		0.08%	0.00%	\$ 124.03	
008000010162	1422	CLAY	ST	\$ 13,700		yes		0.11%	0.00%	\$ 188.00	
008000010163	1418	CLAY	ST	\$ 28,430		yes		0.04%	0.00%	\$ 96.29	-
008000010165	1416	CLAY	ST	\$ 13,700	20.30 0	yes	\$ 4,795	0.02%	0.00%	\$ 48.22	\$ 51.93

PROPERTY DATA							ASSESSMEN	IT CALCULA							
PARCELID	ADDRNO	ADDRST	ADDRSF	MK VA	T_TOTAL_	OWNER_INDV_FRO NT_FOOTAGE	Church?	Count in SID?	VA 35%	SESSED LUE: % x MKT LUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SI	EARS 1-2 ) YMENT	YEARS 3-4 SID PAYMENT
008100010082	-	KEMP	ST	\$	-	55.75		yes	Ś	-	0.06%	0.00%	\$	100.41	
008100010083				\$	-	330.65		yes	Ś	-	0.37%	0.00%	Ś	595.47	
008100020144		CENTRAL	PW	\$	45,960	149.86		yes	Ś	16,086		0.01%	Ś	309.02	
008100020145		CENTRAL	PW	\$	45,960	60.00		yes	Ś	16,086		0.01%	Ś	147.19	
008100020146		CENTRAL	PW	\$	66,360	70.00		yes	Ś	23,226		0.01%	Ś	182.57	-
008100020147		CENTRAL	PW	\$	65,890	40.25		yes	Ś	23,062		0.01%	Ś	128.59	\$ 138.48
008100020149		CENTRAL	PW	\$	45,960	120.00		yes	Ś	16,086		0.01%	Ś	255.24	
008100020157	1525	ELM	ST	\$	2,950,710	594.00		yes	ې د	1,032,749		0.52%	γ ¢	3,582.51	
008100020392	1020	ODEON	ST	Ψ \$	14,580	24.00		yes	ې د		0.03%	0.00%	ې خ	55.64	
008100030016		RACE	ST	\$	4,306,110	1618.27		yes	¢ ¢	1,507,139		0.75%	¢ ¢	6,581.34	·
008100030017	115	FOURTEENTH	ST	Ŷ	11,611,540	776.57		yes	ې د	4,064,039		2.03%	ې د	11,286.76	
008100030040	1243	ELM	ST		31,403,850	1157.02			ې د	10,991,348		5.49%		28,826.80	
008100030040	1544	RACE	ST	Ψ \$	51,405,050	43.85		yes	ې د	10,991,948	0.05%	0.00%	ې خ	78.97	
008100040097	1044	REPUBLIC	ST	Ψ \$	13,500	40.49		yes	ې د	4 725	0.03%	0.00%	ې د	84.41	
008100040098		REPUBLIC	ST	ф \$	13,500	40.49		yes	ې د		0.04%	0.00%	ې د	84.41	-
008100040098		REPUBLIC	ST	э \$	13,500			yes	ې د		0.04%		ې د	48.60	•
		VINE	ST	φ Φ	-	20.04		yes	ې د			0.00%	ې د		
008100040189				¢ D	29,020	20.03		yes	ې د	10,157		0.01%	ې د	60.78	-
008100040190	4.400	VINE	ST	\$ ¢	29,100	19.98		yes	ې د	10,185		0.01%	ې د	60.76	-
008100020534	1420	ELM	ST	¢	275,000	12.50		yes	ې د	96,250		0.05%	ې د	256.70	-
008000010103	24	FOURTEENTH	ST	\$ ¢	148,400	29.99		yes	Ş	51,940		0.03%	ې د	180.39	\$ 194.27
007500040283	1414	MAIN	ST	\$	125,000	15.43		yes	Ş	43,750		0.02%	Ş	134.23	
008100040188	1314	REPUBLIC	ST	\$	1,698,880	141.02		yes	Ş	594,608		0.30%	Ş	1,700.71	
007500010124	316	FOURTEENTH	ST	\$	278,150	142.29		yes	Ş	97,353		0.05%	Ş	493.11	-
007500010125	318	FOURTEENTH	ST	\$	215,040	47.88		yes	Ş	75,264		0.04%	Ş	269.35	
008000020264	1325	CLAY	ST	\$	350,000	19.00		yes	Ş	122,500		0.06%	Ş	332.27	-
008100040023	1531	REPUBLIC	ST	\$	520,200	37.26		yes	Ş	182,070		0.09%	Ş	510.10	•
008000020404	1326	VINE	ST	\$	360,000	13.47		yes	Ş	126,000		0.06%	Ş	330.83	
008000020349	110	THIRTEENTH	ST	\$	97,650	6.96		yes	\$	34,178		0.02%	\$	95.69	
007500040298	1420	MAIN	ST	\$	193,500	15.43		yes	\$	67,725		0.03%	\$	192.57	
008000020193	1305	WALNUT	ST	\$	574,660	318.30		yes	\$	201,131		0.10%	\$	1,062.59	
007500040379	1300	MAIN	ST			65.07		yes	\$	-	0.07%	0.00%	\$	117.18	
007500040381	1312	MAIN	ST			48.00	0	yes	\$	-	0.05%	0.00%	\$	86.44	\$ 93.09
008000020513	124	THIRTEENTH	ST			74.90	0	yes	\$	-	0.08%	0.00%	\$	134.89	\$ 145.27
007500040045	212	THIRTEENTH	ST	\$	26,060	39.24	0	yes	\$	9,121	0.04%	0.00%	\$	92.86	\$ 100.00
007500040046	216	THIRTEENTH	ST	\$	39,650	156.23	0	yes	\$	13,878	0.17%	0.01%	\$	315.12	\$ 339.36
007500040380						65.07	0	yes	\$	-	0.07%	0.00%	\$	117.18	\$ 126.20
007500040382	1312	MAIN	ST			48.00	0	yes	\$	-	0.05%	0.00%	\$	86.44	\$ 93.09
008000020514	124	THIRTEENTH	ST			74.90	0	yes	\$	-	0.08%	0.00%	\$	134.89	\$ 145.27
008100040185	1321	VINE	ST	\$	485,290	101.97	0	yes	\$	169,852	0.11%	0.08%	\$	596.90	\$ 642.82
008100040186	1318	REPUBLIC	ST	\$	8,160	20.02	0	yes	\$	2,856	0.02%	0.00%	\$	43.00	\$ 46.31
008100020552	1505	RACE RD UNIT 101		\$	51,000	15.88		yes	\$	17,850		0.01%	\$	72.03	
008100020558	116	FIFTEENTH	ST	\$	167,500	15.88		, yes	Ś	58,625		0.03%	\$	171.24	

PROPERTY DATA						ASSESSMEN	NT CALCULA						
PARCELID	ADDRNO	ADDRST	ADDRSF		OWNER_INDV_FRO NT FOOTAGE	Church?	Count in SID?	ASSESSED VALUE: 1 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 ) YMENT	YEARS 3-4 SID PAYMENT
008100020559	116	WEST 15TH UNIT 102	-	\$ 51,000	_		yes		0.02%	0.01%	\$		\$ 77.57
008100020560	116	FIFTEENTH	ST	\$ 167,500			yes	\$ 58,625		0.03%	Ś	171.24	•
008000020327	111	THIRTEENTH	ST	\$ 264,900			yes		0.03%	0.05%	Ś	268.77	
008000020463	1	MERCER	ST	\$ 379,000			yes	\$ 132,650		0.07%	Ś	350.76	
008100040488	1415	VINE	ST	\$ 196,000			yes		0.01%	0.03%	Ś	187.98	
007500040300	1410	MAIN	ST	\$ 125,710			yes	\$ 43,999		0.02%	Ś	134.84	\$ 145.21
008100040377	14	FOURTEENTH	ST	\$ 329,700			yes	\$ 115,395		0.06%	Ś	304.54	
008100040383	14	FOURTEENTH	ST	\$ 175,300			yes		0.01%	0.03%	Ś		\$ 186.37
007500010263	404	READING	RD	\$ 157,720			yes	\$ 55,202		0.03%	Ś	172.62	
008100040311	20	TWELFTH	ST	\$ 213,310			yes		0.02%	0.04%	Ś	208.74	\$ 224.79
007500040302	1410	MAIN	ST	\$ 196,500			yes	\$ 68,775		0.03%	Ś	195.12	
008100040437	1325	REPUBLIC	ST	\$ 622,580			yes	\$ 217,903		0.11%	Ś	564.88	
008100040539	1200	RACE	ST	φ 022,000	245.12		yes	\$ -	0.27%	0.00%	Ś	441.43	
007500040126	1426	MAIN	ST	\$ 439,000			yes	\$ 153,650		0.08%	Ś	420.51	
007600020313	30	CENTRAL	PW	\$ 364,510			yes	\$ 127,579		0.06%	¢ ¢	320.47	
008000020461	1	MERCER	ST	\$ 416,670			yes	\$ 145,835		0.07%	ې د	382.84	\$ 412.29
008100040461	1501	VINE	ST	\$ 232,470				• •	0.02%	0.04%	ې خ	219.37	
008100040430	18	THIRTEENTH	ST	\$ 280,000			yes	\$ 98,000		0.04%	ې خ	263.55	
007500010202	1118	SYCAMORE	ST				yes	\$ 501,270		0.05%	ې خ		
007500010202	1417	MAIN	ST	+ ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			yes				ې د	2,309.68 256.67	
				+,			yes			0.05%	ې د		
007500040158	109	TWELFTH	ST	\$ 385,000			yes	\$ 134,750		0.07%	ې د	407.09	\$ 438.41
007500040370	119	12TH	ST	\$ 99,320			yes		0.03%	0.02%	ې د	137.28	
007500040371	119	12TH	ST	\$ 99,320			yes		0.03%	0.02%	ې د	137.28	
007500040372	119	12TH	ST	\$ 178,540			yes		0.03%	0.03%	\$	204.75	
007500040373	119	12TH	ST	\$ 111,190			yes		0.03%	0.02%	Ş	147.39	
007600020369	1128	RACE	ST	\$ 130,830			yes	\$ 45,791		0.02%	Ş	142.28	\$ 153.23
008000020426	1326	VINE	ST	\$ 258,920			yes		0.01%	0.05%	Ş	244.76	
007600020026	19	TWELFTH	ST	\$ 92,970			yes		0.02%	0.02%	Ş	115.03	
007600020027	15	TWELFTH	ST	\$ 908,940			yes	\$ 318,129		0.16%	Ş	1,042.63	
008100020449	118	FIFTEENTH	ST	\$ 290,500			yes	\$ 101,675		0.05%	Ş	270.50	
008100040469	4	FOURTEENTH	ST	\$ 252,000			yes		0.01%	0.04%	Ş	235.67	
008000020318	1201	MAIN	ST	\$ 198,850			yes		0.03%	0.03%	\$	214.35	
008000020418	1326	VINE	ST	\$ 267,650			yes		0.01%	0.05%	\$	252.19	
008100040403	1432	RACE	ST	\$ 109,900	10.56	0	yes	\$ 38,465	0.01%	0.02%	\$	112.60	\$ 121.27
008000010208	1431	MAIN	ST	\$ 205,230			yes	\$ 71,831	0.02%	0.04%	\$	212.45	\$ 228.80
008100040274	1201	VINE	ST	\$ 118,460			yes	\$ 41,461	0.01%	0.02%	\$	113.95	
008100040282	1203	VINE	ST	\$ 76,540			yes		0.01%	0.01%	\$	78.25	\$ 84.27
008000020497	35	13TH	ST	\$ 130,000	13.57	0	yes	\$ 45,500	0.02%	0.02%	\$	135.15	\$ 145.54
008100040291	1207	VINE	ST	\$ 142,000	7.26	0	yes	\$ 49,700	0.01%	0.02%	\$	134.00	\$ 144.31
007500010138	1345	BROADWAY		\$ 209,540	50.14	0	yes	\$ 73,339	0.06%	0.04%	\$	268.73	\$ 289.41
008100010079	210	WADE	ST	\$ 576,590	21.06	0	yes	\$ 201,807	0.02%	0.10%	\$	528.94	\$ 569.63
008100040035	1507	REPUBLIC	ST	\$ 600,000	39.92	0	yes	\$ 210,000	0.04%	0.10%	\$	582.84	\$ 627.67

PROPERTY DATA						AS	SSESSMEN <sup>.</sup>	T CALCULA						
PARCELID	ADDRNO	ADDRST	ADDRSF		_TOTAL_	OWNER_INDV_FRO NT_FOOTAGE CI	hurch?	Count in SID?	ASSESSED VALUE: 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 MENT	YEARS 3-4 SID PAYMENT
007500040358	1202	MAIN	ST	\$	162,900	5.42 0		yes		0.01%	0.03%	Ś	148.48	
008100040401	1432	RACE	ST	\$	220,900	10.56 0		yes		0.01%	0.04%	Ś	207.13	\$ 223.06
008100020451	122	FIFTEENTH	ST	\$	180,500	12.84 0		yes		0.01%	0.03%	Ś	176.83	\$ 190.43
008100040101	1409	REPUBLIC	ST	\$	388,680	70.85 0		yes	\$ 136,038		0.07%	Ś	458.59	\$ 493.86
008100040453	1501	VINE	ST	\$	234,680	11.88 0		yes		0.01%	0.04%	Ś	221.25	
008000020325	111	THIRTEENTH	ST	\$	140,000	23.98 0		yes		0.03%	0.02%	Ś	162.41	
008100040325	20	TWELFTH	ST	\$	197,690	15.04 0		yes		0.02%	0.03%	Ś	195.44	
007500040349	1202	MAIN	ST	\$	145,900	5.42 0		yes		0.01%	0.03%	¢ ¢	134.00	
008000020507	1209	MAIN	ST	Ψ \$	307,650	20.00 0		yes	\$ 107,678		0.05%	ې د	298.01	
008100040303	1213	VINE	ST	Ψ \$	146,630	7.26 0		yes		0.01%	0.03%	¢ ¢	137.94	
008100020565	116	FIFTEENTH	ST	Ψ \$	140,000	15.88 0		yes		0.02%	0.03%	¢	171.24	
008000020467	1	MERCER	ST	Ψ \$	375,700	15.55 0		yes	\$ 131,495		0.07%	ې د	347.95	
008100040337	1331	VINE	ST	Ψ \$	355,000	15.45 0		yes	\$ 124,250		0.06%	ې د	330.14	
007500040321	1324	MAIN	ST	Ψ \$	133,950	27.14 0		•		0.02%	0.02%	ې خ	162.95	
008100040370	1406	REPUBLIC	ST	φ \$	229,900	13.90 0		yes		0.03%	0.02%	ې د	220.81	
008100020531	1400	ELM	ST	φ \$	229,900	12.50 0		yes		0.02%	0.05%	ې د	265.21	
007500010142	1353	BROADWAY	51	φ \$	173,670	133.17 0		yes		0.01%	0.03%	ې د	387.72	
007300010142	1416	CENTRAL	PW	Ф \$		245.99 0		yes		0.13%	0.03%	ې د	638.14	
		MAGNOLIA			229,150			yes				ې د		
008100020218	216		ST ST	\$	91,080	88.00 0		yes		0.10%	0.02%	ې د	236.04	
008100020220	214	MAGNOLIA		\$	163,200	44.80 0		yes		0.05%	0.03%	ې د	219.66	\$ 236.55
008100020204	1420	CENTRAL	PW	\$	87,940	114.53 0		yes		0.13%	0.02%	ې د	281.14	
008100020553	1505	RACE	ST	\$	170,000	15.88 0		yes		0.02%	0.03%	Ş	173.37	
008100020427	1421	RACE	ST	\$	307,250	13.19 0		yes	\$ 107,538		0.05%	Ş	285.40	
008100020413	1403	RACE	ST	\$	259,950	39.98 0		yes		0.04%	0.05%	Ş	293.37	
008100040390	1432	RACE	ST	\$	251,900	10.56 0		yes		0.01%	0.04%	Ş		\$ 251.49
008100020505	1515	RACE	ST	\$	308,000	8.69 0		yes	\$ 107,800		0.05%	Ş	277.94	\$ 299.32
008100040173	24	THIRTEENTH	ST	\$	385,450	40.00 0		yes	\$ 134,908		0.07%	Ş	400.28	
008100020445	1509	PLEASANT	ST	\$	310,500	12.84 0		yes	\$ 108,675		0.05%	Ş	287.53	
007600020334	1150	VINE	ST	\$	218,500	14.81 0		yes		0.02%	0.04%	Ş	212.74	
008000010202	1427	MAIN	ST	\$	191,570	19.65 0		yes		0.02%	0.03%	Ş	198.52	
008100040509	1523	REPUBLIC	ST	\$	390,000	13.60 0		yes	\$ 136,500		0.07%	Ş	356.61	
008100020509	1509	RACE	ST	\$	308,000	8.69 0		yes	\$ 107,800		0.05%	Ş	277.94	
007600020331	1150	VINE	ST	\$	219,900	14.81 0		yes		0.02%	0.04%	\$	213.93	
008000020310	1349	MAIN	ST	\$	538,320	158.95 0		yes		0.18%	0.09%	\$	744.68	
008100020252	218	FOURTEENTH	ST	\$	145,340	41.34 0		yes	\$ 50,869	0.05%	0.03%	\$	198.21	
008100020254	210	FOURTEENTH	ST	\$	443,390	126.10 0		yes	\$ 155,187		0.08%	\$	604.69	
008100040537	1308	RACE	ST	\$	1,882,170	258.07 0		yes	\$ 658,760		0.33%	\$	2,067.59	
007600020010	1112	RACE	ST	\$	191,100	43.47 0		yes	\$ 66,885	0.05%	0.03%	\$	241.02	\$ 259.56
008100020028	1407	RACE	ST	\$	89,250	50.00 0		yes	\$ 31,238	0.06%	0.02%	\$	166.05	\$ 178.82
008000020485	24	MERCER	ST	\$	574,900	17.00 0		yes	\$ 201,215	0.02%	0.10%	\$	520.19	\$ 560.21
007500010038	311	THIRTEENTH	ST	\$	193,550	50.03 0		yes	\$ 67,743	0.06%	0.03%	\$	254.93	\$ 274.54
008100020281	1538	ELM	ST	\$	60,540	20.32 0		yes	\$ 21,189	0.02%	0.01%	\$	88.15	\$ 94.93

PROPERTY DATA						A	SSESSMEN	IT CALCULA							
PARCELID	ADDRNO	ADDRST	ADDRSF	MK1 VAL			hurch?	Count in SID?	VAL	x MKT	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 (MENT	YEARS 3-4 SID PAYMENT
008100020282	1534	ELM	ST	\$	150,470	29.43 0		yes	۲ <b>۸</b> Ε(	52,665		0.03%	Ś	181.13	\$ 195.07
008000020432	1320	CLAY	ST	\$	334,340	50.00 0		yes	\$	117,019		0.06%	Ś	374.76	\$ 403.59
007500040106	222	FOURTEENTH	ST	\$	947,900	57.93 0		yes	Ś	331,765		0.17%	Ś	911.55	\$ 981.67
008100020292	1500	ELM	ST	\$	516,060	159.88 0		yes	Ś	180,621		0.09%	Ś	727.40	\$ 783.35
008100020381	124	FIFTEENTH	ST	Ψ \$	92,320	31.56 0		yes	ې د	32,312		0.02%	ې د	135.45	
007600010140	1108	CENTRAL	PW	Ψ \$	376,610	360.86 0		yes	¢	131,814		0.07%	ې د	970.58	\$ 1,045.25
007600010147	1119	ELM	ST	Ψ \$	465,770	290.61 0			\$	163,020		0.08%	ې خ	919.99	\$ 990.76
007600010411	1119		51	¢ ¢		290.01 0		yes	ې د	103,020		0.08%	ې خ	67.15	
007800010411	1429	ELM	ST	¢ D	36,560	105.67 0		yes	ې د	-			ې د	265.33	
	1429	WETZEL		\$	88,100			yes	ې د	30,835		0.02%	ې د		
008100020227	1 400		AL	¢ D	20,740	30.67 0		yes	ې د	-	0.03%	0.00%	ې د	72.90	\$ 78.50
008100020263	1409	ELM	ST	\$	568,630	29.98 0		yes	ې د	199,021		0.10%	ې د	538.23	\$ 579.64
008100040408	1432	RACE	ST	\$	311,500	10.56 0		yes	ې د	109,025		0.05%	ې د	284.28	\$ 306.15
008000020481	15	FOURTEENTH	ST	\$	9,433,900	446.58 0		yes	Ş	3,301,865		1.65%	ې د	8,838.04	\$ 9,517.88
008000020393	1232	VINE	ST	\$	183,340	14.57 0		yes	Ş	64,169		0.03%	ې د	182.37	
007600020036	1127	VINE	ST	\$	3,069,640	264.00 0		yes	Ş	1,074,374		0.54%	Ş	3,089.50	
008100040402	1432	RACE	ST	\$	202,900	10.56 0		yes	Ş	71,015		0.04%	Ş	191.80	\$ 206.56
008000010224	1417	MAIN	ST	\$	249,900	8.19 0		yes	Ş	87,465		0.04%	Ş	227.56	\$ 245.06
008100040465	1501	VINE	ST	\$	205,900	11.88 0		yes	Ş	72,065		0.04%	Ş	196.74	\$ 211.88
008000020335	1343	MAIN	ST	\$	74,300	5.23 0		yes	\$	26,005		0.01%	\$	72.69	\$ 78.28
007500040277	1417	SYCAMORE	ST	\$	47,100	40.67 0		yes	\$	16,485		0.01%	\$	113.35	\$ 122.06
008000020304	1331	MAIN	ST	\$	236,430	59.20 0		yes	\$	82,751	0.07%	0.04%	\$	307.95	\$ 331.64
007600020099	1121	WALNUT	ST	\$	446,070	15.73 0		yes	\$	156,125	0.02%	0.08%	\$	408.19	\$ 439.59
007600020028	1106	RACE	ST	\$	560,890	251.42 0		yes	\$	196,312	0.28%	0.10%	\$	930.42	\$ 1,001.99
008100020433	200	FOURTEENTH	ST	\$	241,250	24.01 0		yes	\$	84,438	0.03%	0.04%	\$	248.68	\$ 267.81
008100020431	200	FOURTEENTH	ST	\$	345,000	24.01 0		yes	\$	120,750	0.03%	0.06%	\$	337.04	\$ 362.96
008000020446	21	MERCER	ST	\$	200,340	19.49 0		yes	\$	70,119	0.02%	0.03%	\$	205.71	\$ 221.54
008100040211	1208	RACE	ST	\$	614,680	158.86 c	hurch	no	\$	215,138	0.00%	0.00%	\$	-	\$-
008100040210	1212	RACE	ST	\$	60,170	37.52 c	hurch	no	\$	21,060	0.00%	0.00%	\$	-	\$-
008100020428	1421	RACE	ST	\$	206,960	13.19 0		yes	\$	72,436	0.01%	0.04%	\$	199.99	\$ 215.38
008000010200	1427	MAIN	ST	\$	112,770	19.65 0		yes	\$	39,470	0.02%	0.02%	\$	131.42	\$ 141.53
008100020042	122	FOURTEENTH	ST	\$	80,080	82.01 0		yes	\$	28,028	0.09%	0.01%	\$	215.88	\$ 232.49
008100020435		FOURTEENTH	ST	\$	394,280	94.81 0		yes	\$	137,998	0.11%	0.07%	\$	506.51	
008100040285	1205	VINE	ST	\$	179,010	7.26 0		, yes	\$	62,654		0.03%	\$	165.52	
008100030086	1215	ELM	ST	\$	298,340	44.23 0		yes	\$	104,419		0.05%	\$	333.72	
008100040386	1432	RACE	ST	\$	99,900	10.56 0		yes	Ś	34,965		0.02%	Ś	104.09	
007500040278	1417	SYCAMORE	ST	\$	45,490	40.67 0		yes	Ś	15,922		0.01%	Ś	111.97	
008000010242	34	FOURTEENTH	ST	\$	367,000	11.84 0		yes	Ś	128,450		0.06%	Ś	333.86	
008100020253	216	FOURTEENTH	ST	\$	430,000	45.92 0		yes	Ś	150,500		0.08%	¢ ¢	448.88	
007500040312	1336	MAIN	ST	Ψ ¢	117,870	8.33 0		yes	¢	41,255		0.02%	¢	115.38	
007300040312	1403	RACE	ST	φ Φ	373,500	39.98 0			¢	130,725		0.02%	ې خ	390.07	
				\$ ¢				yes	ې د				ې د		
007500040306	1336	MAIN	ST	¢ ⊅	100,660	8.33 0		yes	Ş	35,231		0.02%	ې د	100.73	
008100040518	1328	REPUBLIC	ST	\$	308,000	6.00 0		yes	Ş	107,800	0.01%	0.05%	Ş	273.09	\$ 294.10

PROPERTY DATA							ASSESSMEN	IT CALCULA							
PARCELID	ADDRNO	ADDRST	ADDRSF	MK VAL		OWNER_INDV_FRO NT_FOOTAGE	Church?	Count in SID?	VALU	x MKT	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 YMENT	YEARS 3-4 SID PAYMENT
008100020380	1428	ELM	ST	\$	704,620	- 56.56		yes	\$	246,617		0.12%	\$	701.90	\$ 755.89
008100020554	1505	RACE	ST	\$	295,000	15.88		yes	\$	103,250		0.05%	\$	279.82	
007500010137	1343	BROADWAY		\$	256,170	50.17		yes	\$	89,660	0.06%	0.04%	\$	308.50	
008100040432	1403	VINE	ST	\$	290,000	16.67		yes	\$	101,500		0.05%	\$	276.98	\$ 298.28
008100040368	1406	REPUBLIC	ST	\$	104,900	13.90		, yes	\$	, 36,715		0.02%	\$	114.36	
007500030185	410	READING	RD	\$	246,830	16.02		, yes	\$	86,391		0.04%	\$	239.04	\$ 257.43
007600020305	30	CENTRAL	PW	\$	251,920	5.59		, yes	\$	88,172		0.04%	\$	224.59	\$ 241.87
008100020420	1421	RACE	ST	\$	328,630	13.19		yes	Ś	115,021		0.06%	Ś	303.61	\$ 326.96
008000020294	1305	MAIN	ST	\$	142,330	30.60		yes	Ś	49,816		0.02%	Ś	176.32	
007500040195	1148	MAIN	ST	\$	794,760	169.94		yes	Ś	278,166		0.14%	Ś	982.85	
007500040377	1134-1	MAIN	ST	\$	2,094,430	264.37		yes	Ś	733,051		0.37%	Ś	2,259.69	\$ 2,433.51
008000020315	1201	MAIN	ST	\$	150,560	24.99		yes	Ś	52,696		0.03%	Ś	173.23	
008000020491	1203	MAIN	ST	\$	1,207,290	65.03		yes	Ś	422,552		0.21%	Ś	1,145.23	\$ 1,233.32
008000020508	1207	MAIN	ST	Ŧ	.,,	20.00		yes	Ś		0.02%	0.00%	Ś	36.02	
007600020007	1120	RACE	ST	\$	395,500	30.00		yes	Ś	138,425		0.07%	Ś	390.83	\$ 420.89
007600020303	30	CENTRAL	PW	\$	236,470	5.59		yes	Ś	82,765		0.04%	Ś	211.44	\$ 227.70
008100040487	1415	VINE	ST	\$	175,000	11.70		yes	Ś	61,250		0.03%	Ś	170.10	\$ 183.18
008100040150	1310	RACE	ST	\$	404,330	50.83		no	Ś	141,516		0.00%	Ś	-	\$ _
007600020304	30	CENTRAL	PW	\$	246,320	5.59		yes	Ś	86,212		0.04%	Ś	219.82	\$ 236.73
008100020532	1420	ELM	ST	\$	264,900	12.50		yes	Ś	92,715		0.05%	Ś	248.10	\$ 267.18
007600020347	1150	VINE	ST	\$	189,280	14.81		yes	Ś	66,248		0.03%	Ś	187.86	
008100040313	20	TWELFTH	ST	\$	176,500	15.04		yes	¢ ¢	61,775		0.03%	Ś	177.39	\$ 191.04
008100020440	1408	ELM	ST	\$	320,000	8.33		yes	¢ ¢	112,000		0.06%	¢ ¢	287.52	
008100040393	1432	RACE	ST	φ \$	261,900	10.56		yes	ې د	91,665		0.05%	ې خ	242.05	\$ 260.66
008100040371	1412	REPUBLIC	ST	Ψ Φ	91,510	13.90			ې د	32,029		0.02%	ې د	102.96	\$ 200.00 \$ 110.88
008100040371	28	THIRTEENTH	ST	φ \$	487,810	44.11		yes yes	ې د	170,734		0.02%	ې خ	494.85	\$ 532.91
008100040268	1504	RACE	ST	Ψ \$	364,050	20.00		,	ې د	127,418		0.05%	ې \$	346.04	
008100020448	118	FIFTEENTH	ST	Ψ \$	315,000	12.84		yes	ې د	110,250		0.06%	ې خ	291.37	
008100020448	118	FIFTEENTH	ST	φ Φ	340,000	12.84		yes	ې د	119,000		0.06%	ې د	312.66	
008100020430	7	MERCER	ST	φ Φ	399,900	23.43		yes	ې د	139,965		0.07%	ې د	312.00	
008000020430	, 1407	MAIN	ST	\$ ¢	86,550	6.75		yes	ې د	30,293		0.02%	ې د	85.86	
008100040429	18	THIRTEENTH	ST	φ Φ		13.94		yes	ې ک	99,750		0.02%	ې د	267.81	
				φ Φ	285,000			yes	ې د				ې د		
007600020352	1150	VINE	ST	\$	193,600	14.81		yes	ې د	67,760		0.03%	ې د	191.54	
007600020290	30	CENTRAL	PW	¢	29,520	5.59		yes	ې د	10,332		0.01%	ې د	35.20	
008100020434	200	FOURTEENTH	ST	\$	165,300	24.01		yes	ې د	57,855		0.03%	ې د	184.01	
008100040160	1319	REPUBLIC	ST	¢	468,780	30.00		yes	Ş	164,073		0.08%	Ş	453.23	
008100040161	1317	REPUBLIC	ST	\$	485,790	29.73		yes	Ş	170,027		0.08%	Ş	467.22	
008100040424	1307	REPUBLIC	ST	\$	324,000	13.94		yes	Ş	113,400		0.06%	Ş	301.02	
008100020371	1410		ST	\$	387,550	50.00		yes	Ş	135,643		0.07%	Ş	420.08	
007500040160	113	TWELFTH	ST	\$	206,130	80.01		yes	Ş	72,146		0.04%	Ş	319.63	\$ 344.22
007500010100	1414	SYCAMORE	ST	\$	209,950	70.00		no	Ş	73,483		0.00%	Ş	-	Ş -
007500010102	1416	SYCAMORE	ST	\$	69,530	170.00	church	no	\$	24,336	0.00%	0.00%	\$	-	\$-

PROPERTY DATA						ASSESSMENT	T CALCULA						
PARCELID	ADDRNO	ADDRST	ADDRSF		L_ OWNER_INDV_FRO	Church?	Count in SID?	ASSESSED VALUE: 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 ) YMENT	YEARS 3-4 SID PAYMENT
007600020346	1150	VINE	ST	\$ 176	—		yes	\$ 61,866		0.03%	гл ¢	177.19	
007500040303	1420	MAIN	ST	\$ 206			yes	\$ 72,314		0.04%	ې خ	203.73	•
008100040305	1213	VINE	ST	\$ 144			-	\$ 50,747		0.03%	ې د	136.55	
007600020301	30	CENTRAL	PW	\$ 236			yes	\$ 82,782		0.03%	ې خ	211.48	
007500040310	1336	MAIN	ST	\$ 230			yes	\$ 36,281		0.04%	ې د	103.28	
007600020318	30	CENTRAL	PW				yes			0.02%	ې د		
		REPUBLIC		+ ,===			yes	\$ 433,727			ې د	1,065.37	
008100040322	1211		ST	\$ 213			yes	\$ 74,701		0.04%	ې د	208.84	
007600020339	1150	VINE	ST	\$ 185			yes	\$ 64,750		0.03%	ې د	184.21	
008000020484	22	MERCER	ST	\$ 574			yes	\$ 201,215		0.10%	Ş	520.19	
008100040281	1201	VINE	ST	\$ 120			yes	\$ 42,207		0.02%	\$	115.77	
008100040396	1432	RACE	ST	\$ 179			yes	\$ 62,965		0.03%	Ş	172.22	
007500010285	1210	SYCAMORE	ST		990 59.57		yes	\$ 33,247		0.02%	Ş	188.17	
007600020079	128	JACKSON	ST		530 77.31		yes	\$ 30,636		0.02%	Ş	213.76	
007600020080	25	TWELFTH	ST		050 17.80		yes	\$ 19,268		0.01%	Ş	78.93	
007600020082		JACKSON	ST		390 21.41		yes	\$ 30,412		0.02%	\$	112.55	
007600020083		JACKSON	ST	\$ 68	300 22.53		yes	\$ 24,080	0.02%	0.01%	\$	99.16	\$ 106.78
007600020089	1114	JACKSON	ST	\$ 2,753	920 211.64	0	yes	\$ 963,872	0.23%	0.48%	\$	2,726.34	\$ 2,936.06
007600020276		TWELFTH	ST	\$6	320 11.16	0	yes	\$ 2,212	0.01%	0.00%	\$	25.47	\$ 27.43
007500030194	404	READING	RD	\$ 186	320 21.27	0	yes	\$ 65,212	0.02%	0.03%	\$	196.98	\$ 212.13
007500040228	208	READING	RD	\$ 7,070	360 589.25	0	yes	\$ 2,474,801	0.65%	1.24%	\$	7,082.63	\$ 7,627.45
008100030063		ELM	ST	\$ 56	590 23.18	0	yes	\$ 19,807	0.03%	0.01%	\$	89.94	\$ 96.85
008100030064	1225	ELM	ST	\$ 2,734	760 190.10	0	yes	\$ 957,166	0.21%	0.48%	\$	2,671.23	\$ 2,876.71
007500040240	222	CENTRAL	PW	\$ 8,951	996.98	0	yes	\$ 3,132,857	1.10%	1.56%	\$	9,418.03	\$ 10,142.49
008100030122		GRANT	ST	\$ 4	790 23.45	0	yes	\$ 1,677	0.03%	0.00%	\$	46.30	\$ 49.87
008100040114	1408	REPUBLIC	ST	\$ 513	400 74.00	0	yes	\$ 179,690	0.08%	0.09%	\$	570.47	
007600020302	30	CENTRAL	PW	\$ 236			yes	\$ 82,863		0.04%	\$	211.67	
008000020031	1201	JACKSON	ST	\$ 495			, yes	\$ 173,299		0.09%	\$	580.27	
007500040220	1126	MAIN	ST	\$ 1,425			yes	\$ 498,775		0.25%	Ś	1,841.23	
008100040512	1523	REPUBLIC	ST	\$ 215			yes		0.02%	0.04%	Ś	207.58	
008100040230	30	TWELFTH	ST		720 104.00		yes	\$ 11,452		0.01%	Ś	215.16	
008100040231	30	TWELFTH	<u>e</u> r	\$ 429			yes	\$ 150,196		0.07%	Ś	589.84	
007500040294	1410	MAIN	ST	\$ 125			yes	\$ 43,999		0.02%	Ś	134.84	
007600020311	30	CENTRAL	PW	\$ 362			yes	\$ 126,875		0.02%	¢	318.76	
007600020311	30	CENTRAL	PW	\$ 302 \$ 455			-	\$ 159,593		0.08%	ې د	398.37	
007600020307	30	CENTRAL	PW	\$ 455 \$ 516			yes	\$ 180,635		0.08%	ې د	449.57	
							yes				ې د		
008100020284	1530		ST		130 15.26		yes		0.02%	0.01%	ې د	88.90	
008100040302	1213	VINE	ST	\$ 120			yes	\$ 42,235		0.02%	Ş	115.83	
008100020367	1418	ELM	ST	\$ 754			yes	\$ 264,247		0.13%	Ş	750.99	
007500040301	1410	MAIN	ST	\$ 190			yes	\$ 66,500		0.03%	Ş	189.59	
008100020403	1422	PLEASANT	ST	\$ 161			yes	\$ 56,627		0.03%	\$	210.33	
008100020404	1422	PLEASANT	ST	\$ 250			yes		0.04%	0.04%	\$	285.44	
008100020462	217	FIFTEENTH	ST	\$ 854	400 42.00	0	yes	\$ 299,040	0.05%	0.15%	\$	803.23	\$ 865.02

PROPERTY DATA							ASSESSMEN	T CALCULA							
PARCELID	ADDRNO	ADDRST	ADDRSF		_TOTAL_	OWNER_INDV_FRO NT_FOOTAGE	Church?	Count in SID?	ASSE VALUE 35% x VALUE	:: МКТ	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	YEAI SID Payn	RS 1-2 /IENT	YEARS 3-4 SID PAYMENT
008100020518	1505	ELM	ST	\$	779,680	- 50.00		yes	\$	272,888		0.14%	\$	754.01	
008100040333	1222	REPUBLIC	ST	\$	324,940	6.58		yes	\$	113,729		0.06%	\$	288.57	
008100040521	1328	REPUBLIC	ST	\$	289,000	6.00		yes	\$	101,150		0.05%	\$	256.91	
008000020480	16	MERCER	ST	\$	570,000	17.50		yes	\$	199,500		0.10%	\$	516.92	
008000020378	1214	VINE	ST	\$	315,000	5.44		yes	\$	110,250		0.06%	\$	278.05	
008000020379	1214	VINE	ST	\$	227,170	5.44		yes	\$	79,510		0.04%	\$	203.25	\$ 218.89
008100020469	1526	ELM	ST	\$	181,830	49.89		yes	\$	63,641		0.03%	\$	244.69	\$ 263.52
008000020423	1326	VINE	ST	\$	370,000	13.47		, yes	\$	, 129,500		0.06%	\$	339.35	\$ 365.45
008100040467	4	FOURTEENTH	ST	\$	236,000	11.70		, yes	\$	82,600		0.04%	\$	222.04	\$ 239.12
008100040309	1207	REPUBLIC	ST	\$	156,500	15.04		yes	\$	54,775		0.03%	\$	160.36	\$ 172.69
008000020317	1201	MAIN	ST	\$	140,410	24.99		, yes	\$	49,144		0.02%	\$	164.58	\$ 177.24
008100020543	131	15TH	ST	\$	349,900	12.42		yes	\$	122,465		0.06%	Ś	320.35	
008000010238	34	FOURTEENTH	ST	\$	300,000	11.84		yes	\$	105,000		0.05%	\$	276.81	
008000020499	1233	WALNUT	ST	\$	242,000	13.57		yes	Ś	84,700		0.04%	Ś	230.52	
008100040438	1325	REPUBLIC	ST	\$	691,020	18.39		yes	\$	241,857		0.12%	Ś	621.58	\$ 669.40
007500040295	1410	MAIN	ST	\$	129,920	15.43		yes	\$	45,472		0.02%	Ś	138.42	\$ 149.07
008100020150	221	WADE	ST	\$	599,000	144.00		yes	\$	209,650		0.10%	Ś	769.43	
008100040379	14	FOURTEENTH	ST	\$	329,700	13.20		yes	\$	115,395		0.06%	Ś	304.54	\$ 327.97
008100040468	4	W FOURTEENTH	ST	\$	175,000	11.70		yes	Ś	61,250		0.03%	Ś	170.10	
008100020596	1424	ELM	ST	Ŧ	,	27.10		yes	Ś		0.03%	0.00%	Ś	48.81	
008100020597	1424	ELM	ST			27.10		, yes	Ś	-	0.03%	0.00%	Ś	48.81	
008000020420	1326	VINE	ST	\$	236,660	13.47		yes	Ś	82,831		0.04%	Ś	225.80	\$ 243.17
008000020445	17	MERCER	ST	\$	490,740	19.49		yes	Ś	171,759		0.09%	Ś	453.01	
008100020527	127	FIFTEENTH	ST	\$	54,500	83.40		yes	Ś	19,075		0.01%	Ś	196.61	
008100040389	1432	RACE	ST	\$	259,900	10.56		yes	Ś	90,965		0.05%	Ś	240.34	\$ 258.83
008100020056	1437	PLEASANT	ST	\$	368,360	117.69		yes	Ś	128,926		0.06%	Ś	525.64	\$ 566.07
008000020424	1326	VINE	ST	\$	262,590	13.47		yes	Ś	91,907		0.05%	Ś	247.88	
008100020410	1524	ELM	ST	\$	177,820	17.50		yes	Ś	62,237		0.03%	Ś	182.94	
007500040293	1410	MAIN	ST	\$	127,380	15.43		yes	Ś	44,583		0.02%	Ś	136.26	
008000020413	1326	VINE	ST	\$	305,000	13.47		yes	Ś	106,750		0.05%	Ś	284.00	
008100020415	1403	RACE	ST	\$	259,470	39.98		yes	Ś	90,815		0.05%	Ś	292.96	
008100020502	1509	RACE	ST	\$	425,000	8.69		yes	Ś	148,750		0.07%	Ś	377.57	
007500040311	1336	MAIN	ST	\$	125,000	8.33		yes	\$	43,750		0.02%	Ś	121.45	
007500010264	404	READING	RD	\$	176,500	21.27		yes	Ś	61,775		0.03%	\$	188.61	
008100040435	1329	REPUBLIC	ST	\$	260,610	19.92		yes	Ś	91,214		0.05%	Ś	257.80	
007600020012	1106	RACE	ST	\$	305,480	66.00		yes	Ś	106,918		0.05%	Ś	379.00	
008100020423	1421	RACE	ST	\$	198,260	13.19		yes	Ś	69,391		0.03%	Ś	192.58	
008000020473	1223	JACKSON	ST	\$	304,590	9.50		yes	Ś	106,607		0.05%	\$	276.49	
008100040436	1323	REPUBLIC	ST	\$	496,470	12.00		yes	Ś	173,765		0.09%	Ś	444.40	
007500040307	1336	MAIN	ST	\$	118,000	8.33		yes	Ś	41,300		0.02%	Ś	115.49	
008100020538	1432	ELM	ST	ŝ	349,500	12.42		yes	Ś	122,325		0.06%	Ś	320.01	
007500040350	1202	MAIN	ST	Ψ \$	155,900	5.42		yes	¢	54,565		0.03%	¢	142.52	

PROPERTY DATA						ASS	SESSMENT (	CALCULA						
PARCELID	ADDRNO	ADDRST	ADDRSF		_TOTAL_	OWNER_INDV_FRO NT_FOOTAGE Chu		Count in SID?	ASSESSED VALUE: 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	YEAI SID Payn	RS 1-2	YEARS 3-4 SID PAYMENT
008100040423	1307	REPUBLIC	ST	\$	330,000	13.94 0		yes	\$ 115,500		0.06%	Ś		
008100040356	1418	RACE	ST	\$	214,290	19.63 0		yes	\$ 75,002		0.04%	Ś	217.84	
008100020517	1503	ELM	ST	\$	763,320	50.00 0		yes	\$ 267,162		0.13%	Ś	740.08	-
007500040112	219	ORCHARD	ST	\$	340,790	40.00 0		yes	\$ 119,277		0.06%	Ś	362.25	-
007500040006	1214	MAIN	ST	\$	348,920	186.03 0		yes	\$ 122,122		0.06%	Ś	632.15	
007500040037	1304	MAIN	ST	\$	190,140	40.00 0		yes	\$ 66,549		0.03%	¢	233.96	-
008000020511	1225	JACKSON	ST	Ψ	150,140	25.00 0		yes	\$ 00,545 \$ -	0.03%	0.00%	¢	45.02	-
008000020512	1223	JACKSON	ST			161.02 0			¢ _	0.18%	0.00%	ې د	289.98	-
008000020350	110	THIRTEENTH	ST	\$	146,890	6.96 0		yes	\$ 51,412		0.03%	ې د	137.62	
008000020330	1326	VINE	ST	φ \$	270,000	13.47 0		yes	\$ 94,500		0.05%	ې د	254.19	-
		FOURTEENTH		Ţ				yes				ې د		-
008100040466	4	FOURTEENTH	ST	\$	185,000	11.70 0		yes	\$ 64,750		0.03%	ې د	178.61	-
007500010114	308		ST	\$	179,490	148.22 0		yes	\$ 62,822		0.03%	ې د	419.78	
007500010115	310		ST	\$	189,560	32.10 0		yes	\$ 66,346		0.03%	ې د		
007500010257	1407	MANSFIELD	ST	\$	29,760	98.72 0		yes	\$ 10,416		0.01%	ې د	203.13	-
008100040463	1501	VINE	ST	\$	195,000	11.88 0		yes	\$ 68,250		0.03%	Ş	187.46	
008100040519	1328	REPUBLIC	ST	\$	242,000	6.00 0		yes	\$ 84,700		0.04%	Ş	216.89	-
008000010204	1427	MAIN	ST	\$	152,830	19.65 0		yes	\$ 53,491		0.03%	Ş	165.53	-
008100040440	1316	RACE	ST	\$	433,400	6.49 0	,	yes	\$ 151,690		0.08%	Ş	380.76	-
008100040441	1316	RACE	ST	\$	433,300	6.49 0	Y	yes	\$ 151,655		0.08%	\$	380.68	
008100040442	1318	RACE	ST	\$	433,300	6.49 0	Y	yes	\$ 151,655	0.01%	0.08%	\$	380.68	\$ 409.96
008100040443	1316	RACE	ST	\$	433,300	6.49 0	Y	yes	\$ 151,655	0.01%	0.08%	\$	380.68	\$ 409.96
008100040445	1318	RACE	ST	\$	433,400	6.49 0	y	yes	\$ 151,690	0.01%	0.08%	\$	380.76	\$ 410.05
008100040446		RACE	ST	\$	433,300	6.49 0	Ŋ	yes	\$ 151,655	0.01%	0.08%	\$	380.68	\$ 409.96
007500010188	1110	SYCAMORE	ST	\$	197,790	150.67 0	Ŋ	yes	\$ 69,227	0.17%	0.03%	\$	439.77	\$ 473.60
007500010190	1116	SYCAMORE	ST	\$	158,390	134.50 0	y	yes	\$ 55,437	0.15%	0.03%	\$	377.10	\$ 406.11
008000020086	1200	WALNUT	ST	\$	339,390	195.36 0	y	yes	\$ 118,787	0.22%	0.06%	\$	640.85	\$ 690.14
008000020088	1206	WALNUT	ST	\$	114,170	55.00 0	y	yes	\$ 39,960	0.06%	0.02%	\$	196.27	\$ 211.37
008000020089	1210	WALNUT	ST	\$	124,780	55.00 0	y	yes	\$ 43,673	0.06%	0.02%	\$	205.31	\$ 221.10
008000020090	1212	WALNUT	ST	\$	73,610	32.00 0		yes	\$ 25,764	0.04%	0.01%	\$	120.31	\$ 129.57
008000020091	1214	WALNUT	ST	\$	73,610	32.00 0		, yes	\$ 25,764	0.04%	0.01%	\$	120.31	
008000020093	1216	WALNUT	ST	\$	73,610	31.99 0		, yes	\$ 25,764		0.01%	\$	120.30	
008000020143	1215	MAIN	ST	\$	125,060	20.00 chu		, no	\$ 43,771		0.00%	Ś	-	\$ -
008100020026	1411	RACE	ST	\$	80,000	50.05 0		yes	\$ 28,000		0.01%	Ś	158.25	\$ 170.43
008100020027	1409	RACE	ST	\$	80,000	50.00 0		yes	\$ 28,000		0.01%	Ś	158.17	
008100040339	1331	VINE	ST	\$	345,000	15.45 0		yes	\$ 120,750		0.06%	Ś	321.62	
008100040559		FIFTEENTH	ST	Ψ	0.000	12.13 0		yes		0.02%	0.00%	¢	21.85	
008100040359	1418	RACE	ST	\$	292,500	19.63 0			\$ 102,375		0.05%	¢	284.45	
008100040337	1326	VINE	ST	Ψ ¢	325,000	13.47 0		yes	\$ 102,373 \$ 113,750		0.05%	ې د	301.03	
				ዋ ሮ				yes				ې د		
008100020370	1412	ELM	ST	ф Ф	123,540	50.00 0		yes	\$ 43,239		0.02%	Ş	195.25	
008100040044	1530	REPUBLIC	ST	\$	153,950	21.61 0		yes	\$ 53,883		0.03%	Ş	170.01	
008100040045	1528	REPUBLIC	ST	\$	14,000	21.78 0		yes		0.02%	0.00%	Ş	51.15	-
008100040047	1522	REPUBLIC	ST	\$	53,720	20.14 0	N. N	yes	\$ 18,802	0.02%	0.01%	Ş	82.02	\$ 88.33

PROPERTY DATA							ASSESSMEN	T CALCULA						
PARCELID	ADDRNO	ADDRST	ADDRSF		_TOTAL_	OWNER_INDV_FRO NT_FOOTAGE	Church?	Count in SID?	ASSESSED VALUE: 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	YEA SID PAYN	RS 1-2	YEARS 3-4 SID PAYMENT
008100040067	1519	VINE	ST	\$	62,790	47.03		yes		0.05%	0.01%	Ś		\$ 148.79
008100040046	1524	REPUBLIC	ST	\$	255,710	31.67		yes	\$ 89,499		0.04%	Ś	274.80	
007500040339	1126	WALNUT	ST	\$	133,000	12.16		yes		0.01%	0.02%	Ś	135.16	\$ 145.55
007500040338	1126	WALNUT	ST	\$	87,130	12.16		yes	\$ 30,496		0.02%	Ś	96.09	\$ 103.49
007500040363	1202	MAIN	ST	\$	228,000	5.42		yes		0.01%	0.04%	Ś	203.92	
007500010259	1404	SYCAMORE	ST	\$	84,790	7.67		yes	\$ 29,677		0.01%	Ś	86.01	
007500010260	1404	SYCAMORE	ST	\$	149,000	7.67		yes	\$ 52,150		0.03%	Ś	140.69	\$ 151.52
008100040482	1415	VINE	ST	\$	185,000	11.70		yes		0.01%	0.03%	¢ ¢	178.61	
007500040225	1110	MAIN	ST	Ψ \$	402,460	190.28		yes	\$ 140,861		0.07%	¢ ¢	685.40	
008100040324	20	TWELFTH	ST	Ψ \$	157,580	15.04		yes		0.02%	0.03%	¢	161.28	
008100040362	1422	RACE	ST	Ψ \$	270,000	19.63			\$ 94,500		0.05%	ې د	265.29	\$ 285.69
008100040302	122	FIFTEENTH	ST	φ \$	219,000	12.84 (		yes		0.02%	0.04%	ې د	209.61	
008100020455	1410	RACE	ST	Ф \$	219,000	13.20		yes		0.01%	0.04%	ې د	209.01	
007600020297	30	CENTRAL	PW	Ф \$	236,470	5.59		yes	\$ 78,092		0.04%	ې د	213.78	
		CENTRAL	PW	э \$				yes				ې د		
007600020306	30			•	298,560	5.59		yes			0.05%	ې د	264.31	
008000020400	1232	VINE	ST	\$	235,170	14.57		yes	\$ 82,310		0.04%	ې د	226.51	
008000010211	1431	MAIN	ST	\$	213,000	20.92		yes		0.02%	0.04%	Ş	219.07	
008100040382	14	FOURTEENTH	ST	\$	249,860	13.20		yes		0.01%	0.04%	Ş	236.55	
007500040337	1126	WALNUT	ST	\$	81,890	12.16		yes		0.01%	0.01%	Ş	91.63	
008100040347	1237	VINE	ST	\$	167,770	15.00		yes	\$ 58,720		0.03%	Ş	169.88	\$ 182.95
008100020444	1509	PLEASANT	ST	\$	286,000	12.84 (		yes	\$ 100,100		0.05%	Ş	266.67	\$ 287.18
008000020376	1214	VINE	ST	\$	285,000	5.44 (		yes		0.01%	0.05%	Ş	252.50	
008100020396	1408	PLEASANT	ST	\$	345,380	46.00 (		yes	\$ 120,883		0.06%	\$	376.96	
008000010203	1427	MAIN	ST	\$	191,060	19.65 (		yes	\$ 66,871		0.03%	\$	198.09	\$ 213.33
007500040369	1206	MAIN	ST	\$	260,210	33.84 (	)	yes	\$ 91,074	0.04%	0.05%	\$	282.54	\$ 304.27
008100020519	1507	ELM	ST	\$	829,550	50.00 (		yes	\$ 290,343		0.14%	\$	796.48	\$ 857.75
008100010081	214	WADE	ST	\$	160,120	25.00 (		yes	\$ 56,042	0.03%	0.03%	\$	181.38	
008100020156	209	WADE	ST	\$	213,000	44.00 (	)	yes		0.05%	0.04%	\$	260.63	\$ 280.68
008100020516	1501	ELM	ST	\$	790,100	144.15 (	)	yes	\$ 276,535	0.16%	0.14%	\$	932.44	\$ 1,004.16
008000020409	1326	VINE	ST	\$	326,800	13.47 (	)	yes	\$ 114,380	0.01%	0.06%	\$	302.56	\$ 325.84
008100040494	1415	VINE	ST	\$	138,230	11.70 (	)	yes	\$ 48,381	0.01%	0.02%	\$	138.78	\$ 149.46
008100040315	1211	REPUBLIC	ST	\$	233,000	15.04 (	)	yes	\$ 81,550	0.02%	0.04%	\$	225.51	\$ 242.85
007500040332	1126	WALNUT	ST	\$	105,420	12.16	)	yes	\$ 36,897	0.01%	0.02%	\$	111.67	\$ 120.26
007500040333	1126	WALNUT	ST	\$	50,540	12.16	)	yes	\$ 17,689	0.01%	0.01%	\$	64.93	\$ 69.93
008100020401	1420	PLEASANT	ST	\$	274,290	40.28	)	yes	\$ 96,002	0.04%	0.05%	\$	306.13	\$ 329.68
008100020503	1509	RACE	ST	\$	308,000	8.69	)	yes	\$ 107,800	0.01%	0.05%	\$	277.94	\$ 299.32
008000010243	26	FOURTEENTH	ST	\$	215,000	11.84 (	)	yes	\$ 75,250	0.01%	0.04%	\$	204.42	\$ 220.15
008100020581	213	15TH	ST			8.79	)	yes	\$-	0.01%	0.00%	\$	15.82	\$ 17.04
007600020348	1150	VINE	ST	\$	169,780	14.81	)	yes	\$ 59,423	0.02%	0.03%	\$	171.25	\$ 184.42
008100040472	1407	VINE	ST	\$	239,200	11.70		yes		0.01%	0.04%	\$	224.77	
008100020461	219	FIFTEENTH	ST	\$	959,920			yes	\$ 335,972		0.17%	\$	893.09	
008100040520	1328	REPUBLIC	ST	\$	301,240			yes	\$ 105,434		0.05%	\$	267.34	

PROPERTY DATA							ASSESSMEN	T CALCULA						
PARCELID	ADDRNO	ADDRST	ADDRSF		TOTAL_	OWNER_INDV_FRO NT_FOOTAGE	Church?	Count in SID?	ASSESSED VALUE: 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 (MENT	YEARS 3-4 SID PAYMENT
007600020285	1118	RACE	ST	\$	399,000	30.00		yes		0.03%	0.07%	Ś	393.81	
007500030195	404	READING	RD	\$	208,580	21.27		yes		3 0.02%	0.04%	Ś	215.93	\$ 232.54
007600020084	1120	JACKSON	ST	\$	502,960	59.59		yes		5 0.07%	0.09%	Ś	535.63	\$ 576.83
008100040391	1432	RACE	ST	\$	199,900	10.56		yes		5 0.01%	0.03%	Ś	189.25	\$ 203.80
008100020522	1513	ELM	ST	\$	760,000	48.00		yes		0.05%	0.13%	Ś	733.65	
007600020296	30	CENTRAL	PW	\$	200,190	5.59		yes		7 0.01%	0.03%	Ś	180.54	\$ 194.43
008100040394	1432	RACE	ST	\$	115,900	10.56		yes		5 0.01%	0.02%	Ś	117.71	
008100020407	1417	PLEASANT	ST	\$	414,240	54.00		yes		4 0.06%	0.07%	Ś	450.01	
008100020568	116	FIFTEENTH	ST	\$	158,500	15.88		yes		5 0.02%	0.03%	¢ ¢	163.57	\$ 176.16
007500010271	1131	BROADWAY	01	\$ \$	352,280	190.00		yes		3 0.21%	0.06%	Ś	642.16	\$ 691.56
008100020542	1432	ELM	ST	Ψ \$	340,000	12.42		yes		0.01%	0.06%	ې د	311.92	
007600020321	30	CENTRAL	PW	Ψ \$	340,000	5.59		yes		0.01% 0.01%	0.06%	ې د	299.60	
007500010186	306	FOURTEENTH	ST	φ \$	275,450	105.19		-		3 0.12%	0.05%	ې د	424.00	
008100040355	1418	RACE	ST	φ \$	229,400	19.63		yes		0.02%	0.04%	ې خ	230.71	
008000020381	1214	VINE	ST	ֆ Տ	184,990	5.44		yes		7 0.02%	0.04%	ې د	167.33	
007600020048	1214	CENTRAL	PW	Ŧ	-	581.07		yes	\$ 2,809,84			ې د	7,883.11	
					3,028,140			yes			1.40%	ې د		
008000010210	1431		ST	\$	208,960	20.92		yes		5 0.02%	0.04%	ې د	215.63	
008100040351	1237	VINE	ST	\$	255,200	15.00		yes		0.02%	0.04%	ې د	244.34	\$ 263.13
008000020407	1326	VINE	ST	<b>Э</b>	278,730	13.47		yes		5 0.01%	0.05%	ې د	261.63	\$ 281.75
008100040155	1325A	REPUBLIC	ST	\$	598,000	22.50		yes		0.02%	0.10%	\$	549.77	
007500010248	305	THIRTEENTH	ST	\$	253,640	40.59		yes		4 0.04%	0.04%	Ş	289.09	\$ 311.32
008100040226	1215	REPUBLIC	ST	\$	277,630	49.81		yes		1 0.06%	0.05%	Ş	326.12	\$ 351.21
007600020095	1127	WALNUT	ST	\$	447,540	137.45		yes	•	9 0.15%	0.08%	Ş	628.65	\$ 677.01
008100040464	1501	VINE	ST	\$	224,910	11.88		yes		9 0.01%	0.04%	Ş	212.93	\$ 229.31
008100040294	1207	VINE	ST	\$	143,900	7.26		yes		5 0.01%	0.03%	Ş	135.62	
008000020447	21	MERCER	ST	\$	240,000	19.49		yes		0.02%	0.04%	Ş	239.49	\$ 257.91
007500010118	1413	MANSFIELD	ST	\$	368,120	103.64		yes		2 0.11%	0.06%	Ş	500.12	
007500010239	1411	MANSFIELD	ST	\$	147,500			yes		5 0.05%	0.03%	\$	207.83	
008000020333	1341	MAIN	ST	\$	73,170			yes		0.01%	0.01%	\$	71.72	
008000020340	1345	MAIN	ST	\$	89,020	5.23		yes		7 0.01%	0.02%	\$	85.22	
008100040524	1514	RACE	ST	\$	505,600	33.33	0	yes	\$ 176,96	0.04%	0.09%	\$	490.59	\$ 528.33
008100040525	1514	RACE	ST	\$	505,600	33.33	0	yes	\$ 176,96	0.04%	0.09%	\$	490.59	\$ 528.33
008100040526	1514	RACE	ST	\$	604,600	33.33	0	yes	\$ 211,61	0.04%	0.11%	\$	574.90	\$ 619.12
007500040351	1202	MAIN	ST	\$	165,900	5.42	0	yes	\$ 58,06	5 0.01%	0.03%	\$	151.03	\$ 162.65
007500040128	1430	MAIN	ST	\$	490,000	32.72	0	yes	\$ 171,50	0.04%	0.09%	\$	476.20	\$ 512.83
008100040141	1330	RACE	ST	\$	73,780	136.50	0	yes	\$ 25,82	3 0.15%	0.01%	\$	308.65	\$ 332.39
008000020452	27	MERCER	ST	\$	259,000	19.49	0	yes	\$ 90,65	0.02%	0.05%	\$	255.67	\$ 275.33
007600020322	30	CENTRAL	PW	\$	236,520	5.59	0	yes	\$ 82,78	2 0.01%	0.04%	\$	211.48	\$ 227.75
007500040360	1202	MAIN	ST	\$	174,000	5.42	0	yes	\$ 60,90	0.01%	0.03%	\$	157.93	\$ 170.08
008000010233	34	FOURTEENTH	ST	\$	280,000	11.84	0	yes	\$ 98,00	0.01%	0.05%	\$	259.78	\$ 279.76
007600020100	1119	WALNUT	ST	\$	340,870			yes		5 0.03%	0.06%	\$	338.97	
007500030199	404	READING	RD	\$	160,670			, yes		5 0.02%	0.03%	Ś	175.13	

PROPERTY DATA								ASSESSMENT CALCULATIONS									
PARCELID	ADDRNO	ADDRST	ADDRSF		_TOTAL_	OWNER_INDV_FRO NT_FOOTAGE	Church?	Count in SID?	ASSESSED VALUE: 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE		RS 1-2	YEARS : PAYMEN			
007600020299	30	CENTRAL	PW	\$	321,800	5.59		yes		0 0.01%	0.06%	¢	284.10	\$	305.96		
008100020497	1515	RACE	ST	Ψ \$	308,000	8.69		yes		0 0.01%	0.05%	ې د	277.94	•	299.32		
008100030074	211	GRANT	ST	Ψ \$	18,000	44.53		yes		0 0.05%	0.00%	¢ ¢	95.53	-	102.87		
008100030075	209	GRANT	ST	Ψ \$	18,000	128.03		yes		0 0.14%	0.00%	¢ ¢	245.89	-	264.80		
008100030087	1213	ELM	ST	Ψ \$	268,380	36.05		yes		3 0.04%	0.05%	ې د	293.46	-	316.04		
008000020348	110	THIRTEENTH	ST	Ψ \$	100,080	6.96		yes		3 0.04% 8 0.01%	0.02%	ې د	97.76	-	105.28		
007600020324	30	CENTRAL	PW	Ψ \$	305,000	5.59		•		0 0.01%	0.02%	ې د	269.80		290.55		
00700020324	1550	PLEASANT	ST	ф \$	128,450	29.00		yes		8 0.03%	0.03%	ې د	161.61		174.04		
	1548	PLEASANT	ST	э \$	-			yes				ې د		•			
008100020320					117,840	27.63		yes		4 0.03%	0.02%	ې د	150.10		161.65		
008100020321	1546	PLEASANT	ST	\$	99,560	28.90		yes		6 0.03%	0.02%	ې د	136.83	-	147.36		
008100020325	1545	RACE	ST	\$	93,670	47.47		yes		5 0.05%	0.02%	ې د	165.26	-	177.97		
008100020326	1543		ST	\$	103,890	27.50		yes		2 0.03%	0.02%	ې د	137.99	-	148.61		
008100020327	1546	PLEASANT	ST	\$	138,460	45.96		yes		1 0.05%	0.02%	Ş	200.67		216.11		
008100020389	1552	PLEASANT	ST	\$	84,000	118.60		yes		0 0.13%	0.01%	Ş	285.12	-	307.05		
008100020548	1536	PLEASANT	ST	\$	169,060	65.48		yes		1 0.07%	0.03%	Ş	261.89	-	282.04		
007500010141	1351	BROADWAY		\$	213,800	50.14		yes		0 0.06%	0.04%	Ş	272.37		293.32		
007500040124	1422	MAIN	ST	\$	61,860	116.87		yes		1 0.13%	0.01%	Ş	263.15	\$	283.39		
007500040129	1432	MAIN	ST	\$	383,260	150.42		yes		1 0.17%	0.07%	Ş	597.27	-	643.21		
008000010206	1431	MAIN	ST	\$	125,770	20.92		yes		0 0.02%	0.02%	\$	144.79	-	155.92		
008000010205	1427	MAIN	ST	\$	196,710	19.65	0	yes	\$ 68,84	9 0.02%	0.03%	\$	202.90	\$	218.51		
007500040308	1336	MAIN	ST	\$	85,580	8.33	0	yes	\$ 29,95	3 0.01%	0.01%	\$	87.88	\$	94.65		
007500040116	1401	SYCAMORE	ST	\$	190,350	185.55	0	yes	\$ 66,62	3 0.21%	0.03%	\$	496.26	\$	534.43		
007500040269	210	FOURTEENTH	ST	\$	771,840	66.51	0	yes	\$ 270,14	4 0.07%	0.13%	\$	777.07	\$	836.84		
007500040270	210	FOURTEENTH	ST	\$	164,860	66.51	0	yes	\$ 57,70	1 0.07%	0.03%	\$	260.17	\$	280.19		
007500040271	210	FOURTEENTH	ST	\$	341,500	66.51	0	yes	\$ 119,52	5 0.07%	0.06%	\$	410.60	\$	442.18		
008000020449	23	MERCER	ST	\$	237,500	19.49	0	yes	\$ 83,12	5 0.02%	0.04%	\$	237.36	\$	255.61		
008100040552		FIFTEENTH	ST			12.13	0	yes	\$-	0.01%	0.00%	\$	21.85	\$	23.53		
008100040476	1407	VINE	ST	\$	231,000	11.70	0	yes	\$ 80,85	0 0.01%	0.04%	\$	217.78	\$	234.54		
008000020482	18	MERCER	ST	\$	569,900	17.00	0	yes	\$ 199,46	5 0.02%	0.10%	\$	515.93	\$	555.62		
008000020470	1	MERCER	ST	\$	379,050	15.55	0	yes		8 0.02%	0.07%	\$	350.80		377.79		
007500040289	1410	MAIN	ST	\$	129,920			, yes		2 0.02%	0.02%	\$	138.42	-	149.07		
008100040350	1237	VINE	ST	\$	188,780			, yes		3 0.02%	0.03%	\$	187.78		202.22		
007500040279	1417	SYCAMORE	ST	\$	48,300	40.67		, yes		5 0.05%	0.01%	Ś	114.37		123.17		
008100020223	208	MAGNOLIA	ST	\$	112,000	50.00		yes		0 0.06%	0.02%	Ś	185.42		199.68		
007500040309	1336	MAIN	ST	\$	100,740			yes		9 0.01%	0.02%	Ś	100.79		108.55		
008000020394	1232	VINE	ST	\$	282,500	14.57		yes		5 0.02%	0.05%	Ś	266.82		287.34		
008100020467	120	FOURTEENTH	ST	Ψ ¢	449,630					1 0.05%	0.03%	¢	456.74		491.87		
008000020338	1343	MAIN	ST	Ψ \$	138,670			yes yes		5 0.01%	0.08%	¢	127.50		137.31		
007600020008	1114	RACE	ST	ф \$	183,570					0 0.09%	0.02%	¢	296.63		319.45		
								yes				ې د		-			
008100020457	214	15TH	ST	\$ ¢	751,100			yes		5 0.04%	0.13%	Ş	711.66		766.41		
007500030187	410	READING	RD	\$	315,000	16.02		yes		0 0.02%	0.06%	Ş	297.09		319.95		
008100020373	1406	ELM	ST	\$	289,190	50.00	0	yes	Ş 101,21	7 0.06%	0.05%	Ş	336.32	Ş	362.19		

PROPERTY DATA																
PARCELID	ADDRNO	ADDRST	ADDRSF		_TOTAL_	OWNER_INDV_FRO NT FOOTAGE	Church?	Count in SID?	ASSESSED VALUE: 35% x MKT VALUE		% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	YEARS 1-2 SID PAYMENT		YEARS 3-4 SID PAYMENT	
008100020185	222	FIFTEENTH	ST	\$	154,730	195.00		yes	\$	54,156		0.03%	\$	482.94	\$ 520.09	
008100040360	1422	RACE	ST	\$	193,160	19.63		yes	\$	67,606		0.03%	\$	199.85	\$ 215.22	
008000020206	1344	VINE	ST	\$	302,790	204.42		, yes	\$	105,977		0.05%	\$	625.99	\$ 674.15	
008100020221	212	MAGNOLIA	ST	\$	169,010	58.57		yes	Ś	59,154		0.03%	Ś	249.40		
008100020222	210	MAGNOLIA	ST	\$	124,790	22.00		yes	Ś	43,677		0.02%	Ś	145.89		
008100020257	208	FOURTEENTH	ST	\$	167,120	67.94		yes	Ś	58,492		0.03%	Ś	264.67	\$ 285.03	
008100020305	1537	PLEASANT	ST	\$	105,040	23.94		yes	Ś	36,764		0.02%	Ś	132.56		
008100020332	1526	PLEASANT	ST	\$	125,840	31.94		yes	Ś	44,044		0.02%	Ś		\$ 177.35	
008100040219	21	THIRTEENTH	ST	\$	178,830	202.06		yes	Ś	62,591		0.03%	Ś	516.17		
008100040221	1225	REPUBLIC	ST	\$	83,590	47.08		yes	Ś	29,257		0.01%	Ś	155.98	\$ 167.98	
008100020572	227	MAGNOLIA	ST	Ŧ	00,000	65.50		yes	Ś		0.07%	0.00%	Ś	117.96		
008100020419	1431	ELM	ST	\$	380,000	74.33		yes	\$	133,000		0.07%	Ś	457.46		
008000020469	1	MERCER	ST	\$	429,670	15.55		yes		150,385		0.08%	Ś	393.91	-	
008100040398	1432	RACE	ST	\$	119,900	10.56		yes	Ś	41,965		0.02%	Ś	121.12		
008000020300	1323	MAIN	ST	\$	504,960	122.64		yes	Ŧ	176,736		0.09%	Ś	650.89	\$ 700.96	
007500040361	1202	MAIN	ST	\$	208,000	5.42		yes	Ś	72,800		0.04%	Ś	186.88	\$ 201.26	
008100040387	1432	RACE	ST	\$	229,900	10.56		yes	Ś	80,465		0.04%	Ś	214.79	\$ 231.32	
008100040412	1432	RACE	ST	\$	222,900	10.56		yes	¢ ¢	78,015		0.04%	¢ ¢	208.83	\$ 224.90	
008100020507	1515	RACE	ST	Ψ ¢	355,000	8.69		yes	\$	124,250		0.06%	¢ ¢	317.96		
007500030186	410	READING	RD	Ψ ¢	256,320	16.02		yes	¢ ¢	89,712		0.04%	¢ ¢	247.12		
008000020412	1326	VINE	ST	\$	268,210	13.47		yes	¢	93,874		0.05%	¢ ¢	252.67	•	
008100020023	1417	RACE	ST	Ψ \$	80,000	50.11		yes	¢ ¢	28,000		0.01%	¢	158.37		
008100020023	1419	RACE	ST	Ψ \$	705,640	49.89			\$	246,974		0.12%	ې د	690.76		
007500010127	1419	MANSFIELD	ST	э \$	32,580	196.62		yes	ې د	11,403		0.12%	ې د	381.83	\$ 743.83	
007500010128	1410	MANSFIELD	ST	φ Φ	98,770	117.59		yes	ې د	34,570		0.01%	ې د	295.87	\$ 318.63	
007500010128	1416	MANSFIELD		ሳ የ	98,770 98,770	77.49		yes	ې د	34,570		0.02%	ې ک	293.67		
007500010255	1414	MANSFIELD	ST ST	э \$	96,110 96,110			yes	ې د	-		0.02%	ې د	109.96		
007500010255	1412	MANSFIELD	ST					yes	ې د	33,639			ې ک			
		FIFTEENTH	ST	\$ ¢	96,110	20.15 40.02		yes	ې د	33,639	0.02%	0.02% 0.02%	ې د	118.13		
008000010245	12-14			\$ ¢	139,890			yes	ې د				ې د	191.20		
008100040021	1535	REPUBLIC	ST	¢ ¢	581,400			yes	ې د	203,490		0.10%	ې د	564.88		
008100040312	1207	REPUBLIC	ST	¢ ⊅	172,900			yes	ې د		0.02%	0.03%	ې د	174.33		
008100030073	213	GRANT	ST	\$ ¢	139,650			yes	Ş		0.05%	0.02%	Ş	197.54		
008100020285	1528	ELM	ST	\$	392,000			yes	Ş	137,200		0.07%	Ş	362.17		
008100040358	1418	RACE	ST	<u></u>	224,120	19.63		yes	Ş		0.02%	0.04%	Ş	226.21		
008000020403	1326	VINE	ST	\$	325,530			yes	Ş	113,936		0.06%	Ş	301.48		
008100040404	1432	RACE	ST	\$	263,900			yes	Ş		0.01%	0.05%	Ş	243.75		
007500010236	320	FOURTEENTH	ST	\$	147,000			yes	Ş	51,450		0.03%	Ş	192.65		
008100040206	1218	RACE	ST	\$	104,790			yes	Ş	36,677		0.02%	Ş	268.19		
008100040208	1216	RACE	ST	\$	31,030	52.40		yes	Ş		0.06%	0.01%	Ş	120.79		
007500010117	1409	MANSFIELD	ST	\$	188,490			yes	Ş	65,972		0.03%	Ş	430.91		
008000020454	27	MERCER	ST	\$	279,380			yes	\$		0.02%	0.05%	\$	273.02		
008100040409	1432	RACE	ST	\$	175,900	10.56	0	yes	\$	61,565	0.01%	0.03%	\$	168.81	\$ 181.79	

PROPERTY DATA							ASSESSMEN	T CALCULA						
PARCELID	ADDRNO	ADDRST	ADDRSF		TOTAL_	OWNER_INDV_FRO NT_FOOTAGE	Church?	Count in SID?	ASSESSED VALUE: 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2	YEARS 3-4 SID PAYMENT
008100040316	20-22	TWELFTH	ST	\$	250,000	15.04		yes		00 0.02%	0.04%	Ś	239.98	\$ 258.44
008100040292	1207	VINE	ST	\$	130,000	7.26		yes		00 0.01%	0.02%	\$	123.78	\$ 133.30
008100020521	1511	ELM	ST	\$	765,000	50.00		yes		50 0.06%	0.13%	Ś	741.51	
008100020151	219	WADE	ST	\$	495,000	50.00		yes		50 0.06%	0.09%	Ś	511.58	
008000020399	1232	VINE	ST	\$	192,430	14.57		yes		51 0.02%	0.03%	Ś	190.11	-
007600020363	1122	RACE	ST	\$	131,000	17.14		yes		50 0.02%	0.02%	Ś	142.43	\$ 153.38
008100020432	200	FOURTEENTH	ST	\$	535,000	24.01		yes		50 0.03%	0.09%	Ś	498.84	
007600020291	30	CENTRAL	PW	\$	310,000	5.59		yes		00 0.01%	0.05%	Ś	274.05	\$ 295.13
007500040109	213	ORCHARD	ST	\$	145,710	40.00		yes		99 0.04%	0.03%	Ś	196.12	-
008000020395	1232	VINE	ST	\$	225,830	14.57		yes		41 0.02%	0.04%	Ś	218.56	-
008100020540	1432	ELM	ST	\$	349,500	12.42		yes		25 0.01%	0.06%	Ś	320.01	-
008100040459	1501	VINE	ST	\$	195,000	11.88		yes		50 0.01%	0.03%	Ś	187.46	-
008100020478	1517	ELM	ST	\$	345,000	52.82		yes		50 0.06%	0.06%	Ś	388.92	-
008000020416	1326	VINE	ST	\$	295,200	13.47		yes		20 0.01%	0.05%	Ś	275.65	
008100040417	1432	RACE	ST	\$	222,900	10.56		yes		15 0.01%	0.04%	Ś	208.83	\$ 224.90
007500040014	216	TWELFTH	ST	\$	37,990	44.15		yes		97 0.05%	0.01%	Ś	111.86	\$ 120.46
007500040015	220	TWELFTH	ST	\$	37,990	44.00		yes		97 0.05%	0.01%	Ś	111.59	-
007500040016	222	TWELFTH	ST	\$	37,990	44.66		yes		97 0.05%	0.01%	¢ ¢	112.78	\$ 121.45
007500040017	224	TWELFTH	ST	Ф \$	39,690	138.01		yes		92 0.15%	0.01%	¢	282.34	-
007500040376	208	TWELFTH	ST	\$	474,270	289.84		yes		95 0.32%	0.08%	¢ ¢	925.85	\$ 997.07
008000010207	1431	MAIN	ST	\$	201,510	20.92		yes		29 0.02%	0.04%	¢ ¢	209.28	\$ 225.38
008100020443	1509	PLEASANT	ST	\$	202,000	12.84		yes		00 0.01%	0.04%	¢	195.14	
008100020530	1420	ELM	ST	Ψ \$	264,900	12.50				15 0.01%	0.05%	¢ ¢		
008100020539	131	15TH	ST	φ \$	409,900	12.42		yes yes		.65 0.01%	0.03%	ې د	371.44	-
008100040410	1432	RACE	ST	Ψ ¢	164,900	10.56		yes		15 0.01%	0.03%	ې د	159.44	\$ 171.71
008100040410	1432	VINE	ST	φ \$	207,330	7.26				15 0.01% 66 0.01%	0.03%	ې د	189.63	\$ 204.22
007500040366	1207	MAIN	ST	φ \$	77,550	33.84		yes		.43 0.04%	0.04%	ې \$	126.99	-
007500040367	1206	MAIN	ST	Ψ \$	160,250	33.84		yes		88 0.04%	0.01%	ې د	120.55	
008100040475	1407	VINE	ST	Ψ ¢	231,000	11.70		yes		50 0.04%	0.03%	ې خ	217.78	
008100040473	1349	WALNUT	ST	Ψ ¢	683,340	397.93		yes		.69 0.44%	0.12%	ې خ	1,298.54	
008000020444	1331	WALNUT	ST	Ψ ¢	382,560	87.26		yes yes		96 0.10%	0.12%	ې خ	482.93	
008000020443	1335-1	WALNUT	ST	Ψ \$ 2	2,066,930	397.93				26 0.44%	0.36%	ې د	2,476.79	
008000020443	1331	WALNUT	ST		1,202,800	87.26		yes		80 0.10%	0.30%	ې د	1,181.44	
				ዋ ድ				yes				ې د		
008000020208	26 404		ST	φ Φ	645,000	95.40		yes		50 0.11%	0.11%	ې د	721.08	
007500030193	404	READING	RD	ው ወ	205,480	21.27		yes		18 0.02%	0.04%	ې د	213.29	
008100040400	1432	RACE	ST	ው ወ	268,100	10.56		yes		35 0.01%	0.05%	Ş	247.33	
008100020455	210	15TH	ST	ው ው	707,060	133.00		yes		71 0.15%	0.12%	Ş	841.64	-
008000020326	111	THIRTEENTH	ST	\$	136,420	23.98		yes		47 0.03%	0.02%	Ş	159.36	
008100040517	1538	RACE	ST	\$ ¢	547,710	192.97		yes		99 0.21%	0.10%	Ş	813.95	
008100020506	1515	RACE	ST	\$	420,000	8.69		yes		00 0.01%	0.07%	Ş	373.32	
008100040416	1432	RACE	ST	\$	142,500	10.56		yes		75 0.01%	0.02%	Ş	140.37	
007500040354	1202	MAIN	ST	\$	165,000	5.42	J	yes	Ş 57,7	50 0.01%	0.03%	Ş	150.27	\$ 161.82

PROPERTY DATA							ASSESSMEN	T CALCULA						
PARCELID	ADDRNO	ADDRST	ADDRSF	_	_TOTAL_	OWNER_INDV_FRO NT FOOTAGE	Church?	Count in SID?	ASSESSED VALUE: 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 (MENT	YEARS 3-4 SID PAYMENT
007500040362	1202	MAIN	ST	\$	218,900	5.42		yes		5 0.01%	0.04%	Ś	196.17	\$ 211.26
008100020501	1509	RACE	ST	\$	324,900	8.69		yes		5 0.01%	0.06%	Ś	292.33	\$ 314.82
008000010201	1427	MAIN	ST	\$	194,060	19.65		yes		0.02%	0.03%	Ś	200.64	\$ 216.08
008100040318	20	TWELFTH	ST	\$	205,870	15.04		yes		5 0.02%	0.04%	¢ ¢	200.04	\$ 217.97
008000020487	14	MERCER	ST	Ψ S	320,000	5.25		yes		0.01%	0.06%	ې د	281.96	\$ 303.65
008000020302	1327	MAIN	ST	\$	111,890	38.69		yes		2 0.04%	0.02%	¢ ¢	164.96	\$ 177.65
008100040062	1529	VINE	ST	Ψ \$	112,650	23.01				0.04% 0.03%	0.02%	ې د	137.38	\$ 147.94
008000010216	1405	MAIN	ST	φ Φ	59,180	6.75		yes		3 0.03% 3 0.01%	0.02%	ې د	62.55	\$ 67.36
008100040043	1532	REPUBLIC	ST	э \$	575,000	19.52		yes		0.01%	0.10%	ې د	524.82	
		CENTRAL	PW	Ţ				yes				ې ک		
007600020312	30			\$	388,000	5.59		yes		0.01%	0.07%	ې د	340.48	\$ 366.67
008100040293	1207	VINE	ST	\$	245,000	7.26		yes		0.01%	0.04%	Ş	221.71	
007500040328	214	FOURTEENTH	ST	\$	358,590	20.21		yes		0.02%	0.06%	Ş	341.76	\$ 368.05
008100020287	1522	ELM	ST	\$	188,010	17.50		yes		0.02%	0.03%	Ş	191.62	
008000020330	1341	MAIN	ST	\$	95,000	5.23		yes		0.01%	0.02%	Ş	90.31	
008000020331	1341	MAIN	ST	\$	190,590	5.23		yes		0.01%	0.03%	Ş	171.72	\$ 184.93
008100040352	1237	VINE	ST	\$	235,360	15.00		yes		5 0.02%	0.04%	Ş	227.44	\$ 244.94
008000020417	1326	VINE	ST	\$	217,670	13.47		yes		5 0.01%	0.04%	\$	209.63	\$ 225.75
008000020489	14	MERCER	ST	\$	310,000	5.25	0	yes	\$ 108,500	0.01%	0.05%	\$	273.44	\$ 294.48
007500040110	215	ORCHARD	ST	\$	296,940	40.00	0	yes	\$ 103,929	0.04%	0.05%	\$	324.91	\$ 349.90
008100040361	1422	RACE	ST	\$	209,970	19.63	D	yes	\$ 73,490	0.02%	0.04%	\$	214.16	\$ 230.64
007500040335	1126	WALNUT	ST	\$	152,500	12.16	D	yes	\$ 53,375	5 0.01%	0.03%	\$	151.76	\$ 163.44
007600020295	30	CENTRAL	PW	\$	304,000	5.59	C	yes	\$ 106,400	0.01%	0.05%	\$	268.94	\$ 289.63
008100040349	1237	VINE	ST	\$	166,320	15.00	C	yes	\$ 58,212	0.02%	0.03%	\$	168.65	\$ 181.62
008100040306	1213	VINE	ST	\$	157,230	7.26	0	yes	\$ 55,031	0.01%	0.03%	\$	146.97	\$ 158.27
008100040149	1314	RACE	ST	\$	144,480	28.00	D	yes	\$ 50,568	3 0.03%	0.03%	\$	173.46	\$ 186.81
008000010101	16	FOURTEENTH	ST	\$	557,500	21.66	D	yes	\$ 195,125	5 0.02%	0.10%	\$	513.77	\$ 553.29
007500010266	1111	BROADWAY		\$	357,320	75.68		, yes	\$ 125,062	2 0.08%	0.06%	\$	440.58	
007600020292	30	CENTRAL	PW	\$	278,040	5.59		, yes		0.01%	0.05%	Ś	246.84	
007600020309	30	CENTRAL	PW	\$	395,000	5.59		yes		0.01%	0.07%	Ś	346.44	
008000020501	35	13TH	ST	\$	237,500	13.57		yes		5 0.02%	0.04%	Ś	226.69	
008100020171	1552	CENTRAL	PW	\$	176,080	170.00		yes		0.19%	0.03%	¢ ¢	456.10	
008100020172	1518	CENTRAL	PW	Ψ ¢	265,950	430.00				0.48%	0.05%	¢ ¢	1,000.86	
008100020172	27	MERCER	ST	Ψ ¢	423,610	19.49		yes		0.48%	0.03%	¢	395.85	
				φ				yes				ې د		
008000020280	1316	CLAY REPUBLIC	ST	φ Φ	49,620	98.18		yes		0.11%	0.01%	ې د	219.07	
008100040523	1328		ST	\$	460,000	6.00		yes		0.01%	0.08%	ې د	402.54	
008100040457	1501	VINE	ST	ф Ф	230,900	11.88		yes		5 0.01%	0.04%	Ş	218.03	
008100040330	1222	REPUBLIC	ST	\$	295,550	6.58		yes		3 0.01%	0.05%	Ş	263.54	
007500040318	1324	MAIN	ST	\$	157,560	27.14		yes		5 0.03%	0.03%	Ş	183.06	
008100020528	1420	ELM	ST	\$	264,900	12.50		yes		5 0.01%	0.05%	Ş	248.10	
008100040040	1538	REPUBLIC	ST	\$	2,980	36.13		yes		3 0.04%	0.00%	\$	67.61	
008000020459	9	MERCER	ST	\$	387,500	23.88	C	yes		5 0.03%	0.07%	\$	372.99	\$ 401.69
008100020007	1416	PLEASANT	ST	\$	345,380	46.00	C	yes	\$ 120,883	8 0.05%	0.06%	\$	376.96	\$ 405.96

PROPERTY DATA							ASSESSMEN	IT CALCULA							
PARCELID	ADDRNO	ADDRST	ADDRSF			OWNER_INDV_FRO NT_FOOTAGE	Church?	Count in SID?	ASSE VALUI 35% x VALUI	≣: МКТ	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 (MENT	YEARS 3-4 SID PAYMENT
008100020535	1420	ELM	ST	\$	303,000	12.50		yes	\$	- 106,050		0.05%	Ś	280.54	\$ 302.12
008000020477	10	MERCER	ST	\$	513,280	69.54		yes	\$	179,648		0.09%	ې خ	562.34	\$ 605.60
008100040490	1415	VINE	ST	\$	239,000	11.70		yes	Ś	83,650		0.04%	Ś	224.60	\$ 241.87
008000020472	1	MERCER	ST	\$	381,940	15.55		yes	Ś	133,679		0.07%	Ś	353.26	\$ 380.44
008100020430	200	FOURTEENTH	ST	\$	194,520	24.01		yes	Ś	68,082		0.03%	Ś	208.89	\$ 224.96
008000010102	22	FOURTEENTH	ST	\$	337,720	34.28		yes	\$	118,202		0.06%	Ś	349.34	\$ 376.21
008000020388	1214	VINE	ST	\$	271,540	5.44		yes	Ś	95,039		0.05%	Ś	241.04	\$ 259.58
008000020175	16	THIRTEENTH	ST	\$	218,110	36.50		yes	Ś	76,339		0.04%	Ś	251.47	\$ 270.82
007500040043	208	THIRTEENTH	ST	\$	83,910	140.76		yes	Ś	29,369		0.01%	Ś	324.95	\$ 349.94
007600010143	1105	ELM	ST	\$	273,390	162.60		yes	Ś	95,687		0.05%	Ś	525.64	\$ 566.07
007600010146	217	TWELFTH	ST	\$	204,160	55.00		yes	Ś	71,456		0.04%	Ś	272.91	
008000010065	9	FIFTEENTH	ST	\$	30,100	20.17		yes	Ś	10,535		0.01%	Ś	61.96	\$ 66.72
008000010087	1410	VINE	ST	\$	278,740	40.56		yes	Ś	97,559		0.05%	Ś	310.42	\$ 334.29
008000010105	1405	WALNUT	ST	\$	57,290	16.37		yes	Ś	20,052		0.01%	Ś	78.27	\$ 84.29
008000010183	1412	VINE	ST	\$	170,210	20.46		yes	Ś	59,574		0.03%	Ś	181.79	\$ 195.78
008000010247	1428	VINE	ST	Ψ		40.09		yes	Ś	-	0.04%	0.00%	Ś	72.19	\$ 77.75
008000020152	1221	MAIN	ST	\$	241,470	30.50		yes	Ś	84,515		0.04%	Ś	260.56	\$ 280.60
008000020515		MAIN	ST	Ψ	2,	57.25		yes	Ś	-	0.06%	0.00%	Ś	103.09	\$ 111.02
008000020516		MAIN	ST			33.07		yes	Ś	_	0.04%	0.00%	Ś	59.55	\$ 64.13
008100020249	211	MAGNOLIA	ST	\$	36,550	41.74		yes	Ś	12,793		0.01%	Ś	106.29	\$ 114.47
008100020250	209	MAGNOLIA	ST	\$	36,550	42.11		yes	Ś	12,793		0.01%	Ś	106.96	\$ 115.18
008100020258	1419	ELM	ST	\$	400,480	120.61		yes	Ś	140,168		0.07%	Ś	558.26	\$ 601.20
008100020259	1417	ELM	ST	\$	42,340	15.00		yes	Ś	14,819		0.01%	Ś	63.07	\$ 67.92
008100020260	1415	ELM	ST	\$	42,340	15.00		yes	\$ \$	14,819		0.01%	Ś	63.07	\$ 67.93
008100020261	1411	ELM	ST	\$	28,080	118.99		yes	ç ç		0.13%	0.00%	Ś	238.21	
008100020268	1566	ELM	ST	\$	1,100,000	457.98		yes	ç ç	385,000		0.19%	Ś	1,761.51	
008100020278	1546	ELM	ST	\$	140,660	32.66		yes	Ś	49,231		0.02%	\$	178.59	\$ 192.33
008100020300	1547	PLEASANT	ST	\$	16,040	15.56		yes	Ś		0.02%	0.00%	Ś	41.68	
008100020301	1545	PLEASANT	ST	\$	18,500	15.64		yes	Ś		0.02%	0.00%	Ś	43.92	
008100020525	1508	PLEASANT	ST	\$	106,710	38.07		yes	Ś	37,349		0.02%	Ś	159.44	
008100020595	1524	PLEASANT	ST	Ψ	100,110	24.37		yes	\$ \$	-	0.03%	0.00%	Ś	43.89	
008100030080	218	TWELFTH	ST	\$	236,270	53.86		yes	ç ç	82,695		0.04%	Ś	298.20	
008100030081	216	TWELFTH	ST	\$	153,070	50.64		yes	ç ç	53,575		0.03%	Ś	221.56	
008100040005	1534	RACE	ST	\$	122,480	49.68		yes	¢ ¢	42,868		0.02%	Ś	193.76	
008100040006	1530	RACE	ST	÷	164,170	96.00		yes	Ś	57,460		0.02%	¢ ¢	312.69	
008100040001	1510	RACE	ST	Ψ \$	167,460	68.50		yes	\$	58,611		0.03%	ب ج	265.97	
008100040013	1508	RACE	ST	Ψ \$	130,900	40.00		yes	Ś	45,815		0.02%	¢	183.51	
008100040013	1525	REPUBLIC	ST	Ψ \$	80,410	40.00		yes	Ś	28,144		0.02%	ې د	140.51	
008100040020	1525	REPUBLIC	ST	Ψ ¢	129,090	39.85		yes yes	¢	45,182		0.01%	¢	140.31	
008100040030	1321	REPUBLIC	ST	ф \$	129,090	20.00			¢	43,208		0.02%	ې د	141.15	
008100040159	1321	REPUBLIC	ST	Ψ Φ	77,480	41.00		yes	¢	45,208		0.02%	ې خ	139.82	
				φ Φ	-			yes	ې د				ې د		
008100040269	26	FIFTEENTH	ST	\$	250,850	87.11	0	yes	Ş	87,798	0.10%	0.04%	Ş	370.50	\$ 399.00

PARCELID 008100040538 008100030082 008100040060 008100040061 008000020321	<b>ADDRNO</b> 1513 210 1531	<b>ADDRST</b> REPUBLIC TWELFTH	<b>ADDRSF</b> ST	MKT_T	OTAL				ASSE VALUI	SSED E:	% of SID	% of SID		RS 1-2	
008100040538 008100030082 008100040060 008100040061 008000020321	1513 210	REPUBLIC TWELFTH		VAI	•		Church?	Count in SID?	35% x VALUI		FRONT FOOTAGE	ASSESSED VALUE	SID Payn	IENT	YEARS 3-4 SID PAYMENT
008100030082 008100040060 008100040061 008000020321	210	TWELFTH				72.10		yes	\$		0.08%	0.00%	Ś		\$ 139.84
008100040060 008100040061 008000020321			ST	\$	339,350	232.70		yes	\$	118,773		0.06%	Ś	708.05	
008100040061 008000020321	1531	LIBERTY	ST	\$	34,650	94.76		yes	ç ç	12,128		0.01%	Ś	200.16	
008000020321	1001	VINE	ST	\$ \$	99,030	19.94		yes	¢ ¢	34,661		0.02%	¢ ¢		\$ 129.49
		CLAY	ST	↓ \$	7,110	10.00		yes	¢ ¢		0.02%	0.00%	¢ ¢	24.06	
008000020094	1218	WALNUT	ST	Ŧ	431,880	277.03		yes	\$	151,158		0.08%	¢	866.69	\$ 933.36
008000020100	1232	WALNUT	ST		352,240	244.96		yes	\$	123,284		0.06%	¢	741.11	
008000020233	100	THIRTEENTH	ST		358,810	175.34		yes	\$	125,284		0.06%	ې د	621.32	
008000020236	1308	WALNUT	ST		471,920	164.00		yes	\$	165,172		0.08%	ې د	697.23	•
008000020230	1326	WALNUT	ST		110,310	17.91		-	ې د	38,609		0.02%	ې د	126.19	\$ 135.90
008000020242	1328	WALNUT	ST		134,110	17.91		yes	\$	46,939		0.02%	ې د	146.19	\$ 157.44
008000020243	1330	WALNUT	ST			24.00		yes	ې د	40,939 61,621		0.02%	ې د	193.15	
008000020244	1332	WALNUT	ST	ֆ Տ	176,060 68,980	24.00		yes	ې د	24,143		0.03%	ې د	94.76	
			ST	Ŧ				yes	ې د				ې د		
008000020246	1334				269,680	70.00		yes	\$ ¢	94,388		0.05%	ې د	355.72	
008000020249	1346		ST		178,200	30.00		yes	ې د	62,370		0.03%	Ş	205.78	
008000020250	1350	WALNUT	ST		175,690	135.63		yes	Ş	61,492		0.03%	Ş	393.87	
008000020259	1317	CLAY	ST		226,860	69.00		yes	Ş	79,401		0.04%	Ş	317.45	
008000020263	1323	CLAY	ST		121,890	20.00		yes	Ş	42,662		0.02%	Ş	139.82	
008000020265	1327	CLAY	ST		253,750	66.18		yes	Ş	88,813		0.04%	Ş	335.27	
008000020268	1335	CLAY	ST		221,590	74.00		yes	\$	77,557		0.04%	Ş	321.97	
008000020271	1341	CLAY	ST	\$	145,630	23.00		yes	\$	50,971		0.03%	Ş	165.44	
008000020273	1345	CLAY	ST	\$	82,030	91.43		yes	\$	28,711		0.01%	\$	234.51	
008000020322		CLAY	ST	\$	6,940	243.60		yes	\$		0.27%	0.00%	\$	444.60	
008100020164	1533	ELM	ST	\$ 3	324,810	112.50		yes	\$	113,684	0.12%	0.06%	\$	479.20	\$ 516.07
008100020165	1531	ELM	ST	\$ 2	249,440	22.50	0	yes	\$	87,304	0.02%	0.04%	\$	252.94	\$ 272.40
008100020306	1533	PLEASANT	ST	\$ 3	361,080	34.13	0	yes	\$	126,378	0.04%	0.06%	\$	368.96	\$ 397.34
008100040028	1521	REPUBLIC	ST	\$ 2	247,820	43.66	0	yes	\$	86,737	0.05%	0.04%	\$	289.67	\$ 311.95
008100040029	1519	REPUBLIC	ST	\$	389,710	44.00	0	yes	\$	136,399	0.05%	0.07%	\$	411.11	\$ 442.74
008100040053	1510	REPUBLIC	ST	\$	228,820	22.59	0	yes	\$	80,087	0.03%	0.04%	\$	235.54	\$ 253.66
007500040352	1202	MAIN	ST	\$	159,900	5.42	0	yes	\$	55,965	0.01%	0.03%	\$	145.92	\$ 157.15
007600020342	1150	VINE	ST	\$	209,200	14.81	0	yes	\$	73,220	0.02%	0.04%	\$	204.82	\$ 220.58
008100020496	1515	RACE		\$	260,000	8.69	0	yes	\$	91,000	0.01%	0.05%	\$	237.06	\$ 255.30
007500040073	1338	MAIN	ST	\$	80,480	73.00	0	yes	\$	28,168	0.08%	0.01%	\$	200.00	\$ 215.38
008000010056	30	FIFTEENTH	ST	\$	26,930	20.00	0	yes	\$	9,426	0.02%	0.00%	\$	58.95	\$ 63.48
008000010173	124	FOURTEENTH	ST	\$	14,250	20.11	0	yes	\$	4,988	0.02%	0.00%	\$	48.35	\$ 52.07
008000010180	1409	MAIN	ST	\$	75,820	24.50	0	yes	\$	26,537	0.03%	0.01%	\$	108.69	\$ 117.05
008000010182	1401	MAIN	ST	\$	78,930	131.38		yes	\$	27,626		0.01%	\$	303.82	
008000010100	14	FOURTEENTH	ST	•	218,150	22.81		yes	\$	76,353		0.04%	\$	226.86	
008100020029	1405	RACE	ST		104,130	50.00		yes	\$	36,446		0.02%	Ś	178.72	
008100020307	1531	PLEASANT	ST	\$ \$	55,470	37.27		yes	Ś	19,415		0.01%	Ś	114.35	
008100020001	1428	PLEASANT	ST	\$ \$	65,360	40.00		yes	¢		0.04%	0.01%	Ś	127.70	
008100020002	1426	PLEASANT	ST	φ \$	65,360	40.00		yes	¢	22,876		0.01%	¢	127.70	

PROPERTY DATA							ASSESSMEN	IT CALCULA								
PARCELID	ADDRNO	ADDRST	ADDRSF	MK VAI		OWNER_INDV_FRO NT FOOTAGE	Church?	Count in SID?	ASSES VALUE 35% x VALUE	:: МКТ	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 (MENT		RS 3-4 SID MENT
008100020016	108	FOURTEENTH	ST	\$	- 157,210	81.70		yes	Ś	55,024		0.03%	\$	281.01		302.63
008100020591	112	FOURTEENTH	ST	Ŧ	,	124.30		yes	Ś	-	0.14%	0.00%	Ś		\$	241.07
007500030044		SPRING	ST	\$	12,780	15.43		yes	Ś	4.473	0.02%	0.00%	Ś	38.67		41.65
007500030045	1111	SPRING	ST	\$	133,120	155.28		yes	Ś	46,592		0.02%	Ś	393.01		423.24
008100040144		RACE	ST	\$	89,600	22.00		yes	ç ç	31,360		0.02%	Ś	115.92	-	124.84
008000020166	1310	VINE	ST	\$ \$	40,760	49.28		yes	¢ ¢	14,266		0.01%	Ś	123.46	-	132.96
008100020179	219	ODEON	ST	\$	1,338,760	490.00		yes	\$	468,566		0.23%	¢	2,022.50		2,178.08
008100040096	1421	REPUBLIC	ST	Ψ \$	140,490	36.11		yes	¢ ¢	49,172		0.02%	ې د	184.67		198.87
008000020163	1300	VINE	ST	Ψ \$	638,010	204.02		-	\$	223,304		0.11%	ې د	910.73	-	980.79
008000020165	1306	VINE	ST	φ \$	64,370	82.31		yes	ې د	22,5304		0.01%	ې د	203.05	ې \$	218.67
008100020374	128	FOURTEENTH		ф \$				yes	ې \$	144,550		0.01%	ې د	399.02	•	429.71
		VINE	ST	φ	413,000	26.27		yes	ې د				ې د			
008000010249	1400	VINE	ST			88.61		yes	ې د	-	0.10%	0.00%	ې د	159.58	\$ ¢	171.85
008000010248	1400		ST	¢		88.61		yes	ې د	-	0.10%	0.00%	ې د	159.58	Ş ¢	171.85
008000020498	1233	WALNUT	ST	\$	260,000	13.57		yes	\$	91,000		0.05%	Ş	245.85		264.77
007600020364	1122	RACE	ST	\$	216,790	17.14		yes	Ş	75,877		0.04%	ې د	215.48	Ş	232.06
007500040324	1318	MAIN	ST	\$	559,240	110.97		yes	\$	195,734		0.10%	\$	676.09	Ş	728.09
007500040322	1324	MAIN	ST	\$	162,040	27.14		yes	Ş	56,714		0.03%	Ş	186.87	Ş	201.25
008100040454	1501	VINE	ST	\$	195,000	11.88		yes	Ş	68,250		0.03%	Ş	187.46	-	201.88
007500040253	1122	WALNUT	ST	\$	377,720	123.74		yes	\$	132,202		0.07%	\$	544.51	-	586.40
008000020453	27	MERCER	ST	\$	279,380	19.49		yes	\$	97,783		0.05%	\$	273.02	\$	294.02
007600020293	30	CENTRAL	PW	\$	359,000	5.59	0	yes	\$	125,650	0.01%	0.06%	\$	315.78	\$	340.07
007600020001	1132	RACE	ST	\$	228,120	147.02	0	yes	\$	79,842	0.16%	0.04%	\$	459.03	\$	494.33
007600020002	1130	RACE	ST	\$	93,730	43.80	0	yes	\$	32,806	0.05%	0.02%	\$	158.69	\$	170.90
008100020200	1430	CENTRAL	PW	\$	215,940	120.00	0	yes	\$	75,579	0.13%	0.04%	\$	400.00	\$	430.77
008100020202	1424	CENTRAL	PW	\$	112,820	120.00	0	yes	\$	39 <i>,</i> 487	0.13%	0.02%	\$	312.18	\$	336.20
008100020207	225	FIFTEENTH	ST	\$	21,500	40.00	0	yes	\$	7,525	0.04%	0.00%	\$	90.34	\$	97.29
008100020564	116	FIFTEENTH	ST	\$	167,500	15.88	0	yes	\$	58,625	0.02%	0.03%	\$	171.24	\$	184.41
007600020338	1150	VINE	ST	\$	201,760	14.81	0	yes	\$	70,616	0.02%	0.04%	\$	198.48	\$	213.75
008000020254	114	CLAY	ST	\$	117,570	120.27	0	yes	\$	41,150	0.13%	0.02%	\$	316.72	\$	341.08
008000020277	1308	CLAY	ST	\$	112,810	162.98	0	yes	\$	39,484	0.18%	0.02%	\$	389.57	\$	419.54
008000020495	33	13TH	ST	\$	275,000	13.57		yes	\$	96,250		0.05%	\$	258.63		278.52
008000020278	1312	CLAY	ST	\$	40,500	79.44		, yes	\$	, 14,175		0.01%	\$	177.55		191.21
008100040376	14	FOURTEENTH	ST	\$	223,120	13.20		yes	\$	78,092		0.04%	\$	213.78		230.22
008100020510	1509	RACE	ST	\$	420,000	8.69		yes	Ś	147,000		0.07%	Ś	373.32		402.03
007500040078	215	FOURTEENTH	ST	\$	711,990	524.24		yes		249,197		0.12%	Ś	1,550.42	-	1,669.68
008100040363	1422	RACE	ST	÷	220,380	19.63		yes	Ś		0.02%	0.04%	Ś	223.03		240.19
008100040425	1307	REPUBLIC	ST	Ψ \$	350,000	13.94		yes	Ś	122,500		0.06%	¢	323.16		348.02
008000020500	33	13TH	ST	Ψ \$	266,000	13.57		-	¢	93,100		0.05%	ې خ	250.96		270.27
		VINE		ф Ф		15.45		yes	ې د				ر خ			
008100040338	1331		ST	ዋ ኅ	376,000			yes		131,600		0.07%	ې د	348.02		374.79
008100010076	207	KEMP	AL	¢	515,000	56.31		yes	ې د	180,250		0.09%	Ş	539.98		581.52
008000020042	1221	JACKSON	ST	\$	180,940	23.39		yes	Ş	63,329		0.03%	Ş	196.21		211.31
007500010139	1347	BROADWAY		\$	307,800	50.12	0	yes	Ş	107,730	0.06%	0.05%	Ş	352.38	Ş	379.49

PROPERTY DATA							ASSESSMEN	T CALCULA								
PARCELID	ADDRNO	ADDRST	ADDRSF		_TOTAL_		Church?	Count in SID?	ASSESSEL VALUE: 35% x MKT VALUE	% o FRC	f SID NT TAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 MENT	YEARS 3-4	SID
007500030009	409	THIRTEENTH	ST	\$	101,550	129.85		yes		543 0.14		0.02%	Ś	320.33		4.97
007500030010	403	THIRTEENTH	ST	Ψ \$	79,960	43.94		yes		986 0.05		0.02%	ې د	147.23	•	8.55
007500030011	413	THIRTEENTH	ST	\$	79,230	42.02		yes		731 0.05		0.01%	Ś	143.14	-	4.15
007500030012	415	THIRTEENTH	ST	Ψ \$	84,050	134.34		yes		418 0.15		0.01%	¢ ¢	313.52	-	7.63
007500040044	210	THIRTEENTH	ST	Ψ \$	122,840	39.29		yes		994 0.04		0.01%	ې د	175.37	-	8.86
008000020471	1	MERCER	ST	Ψ \$	373,010	15.55		yes		554 0.04		0.02%	¢	345.66	-	2.25
007500040041	207	WOODWARD	ST	Ψ \$	115,990	83.02				597 0.02		0.02%	ې د	248.28	-	7.38
008100020582	207	15TH	ST	φ	115,990	8.79		yes	ຸວຸ 40, ເ	- 0.01		0.02%	ې د	15.82		7.04
008100020582	1235	VINE	ST	\$	109 500	28.00		yes	ې د د ۵				ې د	219.46	-	6.35
		VINE			198,500			yes		475 0.03		0.03%	ې د		-	
008100040250	1233		ST	\$	293,740	29.17		yes		809 0.03		0.05%	ې د	302.68	-	5.96
008100040037	1501		ST	\$	109,260	154.02		yes		241 0.17		0.02%	ې د	370.41	-	8.90
008100040184	1327	VINE	ST	\$	128,400	41.00		yes		940 0.05		0.02%	ې د	183.18	-	7.27
008100040198	14	THIRTEENTH	ST	\$ ¢	81,280	119.50		yes		448 0.13		0.01%	Ş	284.42	-	6.30
008100040202	1303	VINE	ST	\$	125,720	136.65		yes		002 0.15		0.02%	Ş	353.15	-	0.32
008100040264	1305	VINE	ST	\$	57,970	25.08		yes		290 0.03		0.01%	Ş	94.53	-	1.80
008100040301	1213	VINE	ST	\$	117,550	7.26		yes		143 0.01		0.02%	Ş	113.18		1.88
008000020464	1	MERCER	ST	\$	397,430	15.55		yes		101 0.02		0.07%	Ş	366.45	-	4.64
008100040540		VINE	ST			37.51		yes	\$	- 0.04		0.00%	\$	67.55	-	2.74
008100040541		VINE	ST			37.51		yes	\$	- 0.04		0.00%	\$	67.55	-	2.74
008100040542		VINE	ST			37.51	0	yes	\$	- 0.04	%	0.00%	\$	67.55	\$ 72	2.74
008100040543		VINE	ST			37.51	0	yes	\$	- 0.04	%	0.00%	\$	67.55	\$ 72	2.74
008100040544		VINE	ST			37.51	0	yes	\$	- 0.04	%	0.00%	\$	67.55	\$ 72	2.74
008100040545		VINE	ST			37.51	0	yes	\$	- 0.04	%	0.00%	\$	67.55	\$ 72	2.74
008100040546		VINE	ST			37.51	0	yes	\$	- 0.04	%	0.00%	\$	67.55	\$ 72	2.74
008100040547		VINE	ST			37.51	0	yes	\$	- 0.04	%	0.00%	\$	67.55	\$ 72	2.74
008100040367	1406	REPUBLIC	ST	\$	195,900	13.90	0	yes	\$ 68,	565 0.02	%	0.03%	\$	191.86	\$ 206	6.62
007500040344	1306	MAIN	ST	\$	238,070	18.36	0	yes	\$ 83,	325 0.02	%	0.04%	\$	235.81	\$ 253	3.95
008000010077	1433	WALNUT	ST	\$	197,880	19.98	0	yes	\$ 69,	258 0.02	%	0.03%	\$	204.49	\$ 220	0.22
008000020328	111	THIRTEENTH	ST	\$	242,790	23.98	0	yes	\$ 84,	977 0.03	%	0.04%	\$	249.94	\$ 269	9.17
008100020417	1435	ELM	ST	\$	425,000	20.46	0	yes	\$ 148,	750 0.02	%	0.07%	\$	398.77	\$ 429	9.45
008000010066	11	FIFTEENTH	ST	\$	30,100			yes		535 0.02		0.01%	\$	61.02		5.72
008000010067	13	FIFTEENTH	ST	\$	30,100	19.91		yes	\$ 10,	535 0.02	%	0.01%	\$	61.49		6.22
008000010068	15	FIFTEENTH	ST	\$	30,100	19.91		, yes		535 0.02		0.01%	\$	61.49		6.22
008100040024	1529	REPUBLIC	ST	\$	732,730	84.00		yes		456 0.09		0.13%	Ś	775.26		4.89
007500040093	1404	MAIN	ST	\$	677,790			yes		227 0.23		0.12%	Ś	955.54		
007600020365	1124	RACE	ST	\$	131,000			yes		850 0.02		0.02%	Ś	142.43		3.38
007500010261	1404	SYCAMORE	ST	\$	180,300			yes		105 0.02		0.03%	Ś	167.35		0.22
007600020366	1124	RACE	ST	\$	221,380			yes		483 0.02		0.03%	¢ ¢	219.39		6.27
00800020248	1342	WALNUT	ST	Ψ ¢	257,720	27.33				483 0.02 202 0.03		0.05%	ې د	268.69		9.36
				φ Φ				yes					ې د			
008000020390	1214		ST	\$	270,750			yes		763 0.01		0.05%	ې د	240.36		8.85
007500040142	222	ORCHARD	ST	Ф Ф	79,600			yes		860 0.16		0.01%	Ş	335.59		1.40
007500040375	218	ORCHARD	ST	\$	1,000,000	95.42	U	yes	Ş 350,	000 0.11	70	0.17%	Ş	1,023.43	\$ 1,102	2.15

					ASSESSMENT	T CALCULA						
ADDRNO	ADDRST	ADDRSF		OWNER_INDV_FRO NT FOOTAGE	Church?	Count in SID?	ASSESSED VALUE: 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	RS 1-2	YEARS 3-4 SID PAYMENT
1310	SYCAMORE	ST	\$ 19,380,340	_			\$ 6,783,119		3.39%		8,021.65	\$ 19,407.93
1420	RACE	ST	\$ 545,000			yes yes	\$ 0,783,119		0.10%	¢ 1	499.47	
1518	RACE	ST	\$ 36,570			yes	\$ 12,800		0.01%	ې د	212.62	
26	FOURTEENTH	ST	\$ 205,000			-	\$ 71,750		0.01%	ې د	195.91	
1414	PLEASANT	ST	\$ 203,000 \$ 359,120			yes yes	\$ 125,692		0.04%	ې د	388.66	
223	ORCHARD	ST	\$ 295,450			-	\$ 103,408		0.05%	ې د	327.24	\$ 352.41
1528	RACE	ST	\$ 293,430 \$ 334,610			yes	\$ 117,114		0.05%	ې خ	531.72	
1528	RACE	ST	\$ 334,010 \$ 65,740			yes	\$ 23,009		0.00%	ې د	136.57	
1209	ELM	ST				yes	\$ 25,009 \$ 90,713			ې د	303.03	
			÷,			yes	. ,		0.05%	ې د		
222	TWELFTH	ST	\$ 460,210			yes	\$ 161,074		0.08%	ې د	883.24	\$ 951.18
225	MAGNOLIA	ST	\$ 155,430			yes	\$ 54,401		0.03%	ې د	184.95	\$ 199.18
223	MAGNOLIA	ST	\$ 139,410			yes	\$ 48,794		0.02%	ې د	174.20	
217	MAGNOLIA	ST	\$ 186,040			yes	\$ 65,114		0.03%	Ş	211.77	
1232	VINE	ST	\$ 285,000			yes	\$ 99,750		0.05%	Ş	268.94	
1502	VINE	ST	\$ 59,040			yes	\$ 20,664		0.01%	Ş	290.57	
1434	VINE	ST	\$ 184,840			yes	\$ 64,694		0.03%	Ş	409.87	\$ 441.40
1537	RACE	ST	\$ 187,140			yes	\$ 65,499		0.03%	Ş	285.43	\$ 307.38
1110	RACE	ST	\$ 341,170			yes	\$ 119,410		0.06%	\$	375.22	
1427	ELM	ST	\$ 193,260			yes	\$ 67,641		0.03%	\$	230.51	
1542	ELM	ST	\$ 85,940			yes	\$ 30,079		0.02%	\$	110.85	\$ 119.38
1532	ELM	ST	\$ 122,220	31.66	0	yes	\$ 42,777	0.04%	0.02%	\$	161.10	\$ 173.50
1514	ELM	ST	\$ 285,260	61.80	0	yes	\$ 99,841	0.07%	0.05%	\$	354.22	\$ 381.47
1510	ELM	ST	\$ 158,620	30.00	0	yes	\$ 55,517	0.03%	0.03%	\$	189.11	\$ 203.65
1508	ELM	ST	\$ 138,700	30.00	0	yes	\$ 48,545	0.03%	0.02%	\$	172.14	\$ 185.38
1519	PLEASANT	ST	\$ 98,250	95.10	0	yes	\$ 34,388	0.11%	0.02%	\$	254.93	\$ 274.54
1423	REPUBLIC	ST	\$ 200,240	40.29	0	yes	\$ 70,084	0.04%	0.03%	\$	243.09	\$ 261.79
1424	REPUBLIC	ST	\$ 88,390	40.67	0	yes	\$ 30,937	0.05%	0.02%	\$	148.51	\$ 159.94
1418	REPUBLIC	ST	\$ 179,090	44.46	0	yes	\$ 62,682	0.05%	0.03%	\$	232.58	\$ 250.47
1414	REPUBLIC	ST	\$ 51,240	96.97	0	yes	\$ 17,934	0.11%	0.01%	\$	218.26	\$ 235.05
1404	REPUBLIC	ST	\$ 109,650	49.39	0	yes	\$ 38,378	0.05%	0.02%	\$	182.31	\$ 196.34
1402	REPUBLIC	ST	\$ 102,960	48.36	0	yes	\$ 36,036	0.05%	0.02%	\$	174.77	\$ 188.22
1400	REPUBLIC	ST	\$ 148,120	114.83	0	yes	\$ 51,842	0.13%	0.03%	\$	332.94	\$ 358.55
1328	RACE	ST	\$ 117,910	22.00	0	yes	\$ 41,269	0.02%	0.02%	\$	140.03	\$ 150.80
1324	RACE	ST	\$ 117,730			yes	\$ 41,206		0.02%	\$	136.58	
21	FOURTEENTH	ST	\$ 135,560			, yes	\$ 47,446		0.02%	\$	189.98	
1231	VINE	ST	\$ 94,220			, yes	\$ 32,977		0.02%	\$	132.91	
1225	VINE	ST	\$ 82,550			yes	\$ 28,893		0.01%	\$	122.98	
	VINE	ST	\$ 384,000			yes	\$ 134,400		0.07%	Ś	475.74	
1414						-				Ś		
										¢		
						-				¢		
						-				ې خ		
1414 1346 1406 1202		ELM MAIN SYCAMORE MAIN	ELM ST MAIN ST SYCAMORE ST	ELMST\$ 1,000,000MAINST\$ 168,000SYCAMOREST\$ 310,470	ELMST\$ 1,000,00038.90MAINST\$ 168,00035.00SYCAMOREST\$ 310,47023.18	ELMST\$ 1,000,00038.900MAINST\$ 168,00035.000SYCAMOREST\$ 310,47023.180	ELM         ST         \$ 1,000,000         38.90         0         yes           MAIN         ST         \$ 168,000         35.00         0         yes           SYCAMORE         ST         \$ 310,470         23.18         0         yes	ELMST\$ 1,000,00038.900yes\$ 350,000MAINST\$ 168,00035.000yes\$ 58,800SYCAMOREST\$ 310,47023.180yes\$ 108,665	ELMST\$ 1,000,00038.900yes\$ 350,0000.04%MAINST\$ 168,00035.000yes\$ 58,8000.04%SYCAMOREST\$ 310,47023.180yes\$ 108,6650.03%	ELMST\$ 1,000,00038.900yes\$ 350,0000.04%0.17%MAINST\$ 168,00035.000yes\$ 58,8000.04%0.03%SYCAMOREST\$ 310,47023.180yes\$ 108,6650.03%0.05%	ELM       ST       \$ 1,000,000       38.90       0       yes       \$ 350,000       0.04%       0.17%       \$         MAIN       ST       \$ 168,000       35.00       0       yes       \$ 58,800       0.04%       0.03%       \$         SYCAMORE       ST       \$ 310,470       23.18       0       yes       \$ 108,665       0.03%       \$	ELMST\$ 1,000,00038.900yes\$ 350,0000.04%0.17%\$ 921.64MAINST\$ 168,00035.000yes\$ 58,8000.04%0.03%\$ 206.10SYCAMOREST\$ 310,47023.180yes\$ 108,6650.03%\$ 306.14

PROPERTY DATA							ASSESSMEN	NT CALCULA						
PARCELID	ADDRNO	ADDRST	ADDRSF		_TOTAL_	OWNER_INDV_FRO NT FOOTAGE	Church?	Count in SID?	ASSESSED VALUE: 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	YEA SID Payn	RS 1-2	YEARS 3-4 SID PAYMENT
008100020405	1413	PLEASANT	ST	\$	363,430	46.15		yes	\$ 127,201		0.06%	Ś	392.60	
007500040137	210	ORCHARD	ST	\$	155,220	48.00		yes		0.05%	0.03%	Ś	218.63	\$ 235.44
007600020310	30	CENTRAL	PW	\$	364,410	5.59		yes	\$ 127,544		0.06%	Ś	320.39	\$ 345.03
007500040138	212	ORCHARD	ST	\$	177,650	46.66		yes		0.05%	0.03%	¢ ¢	235.31	-
008100020429	1415	RACE	ST	Ψ S	320,000	25.00		yes	\$ 112,000		0.06%	¢ ¢	317.53	-
008100020024	1413	RACE	ST	↓ \$	375,000	74.96		yes	\$ 131,250		0.07%	¢	454.33	-
008000020125	1206	CLAY	ST	Ψ \$	209,950	30.00		yes		0.03%	0.04%	¢	232.82	-
008000020125	1208	CLAY	ST	φ Φ	209,950	24.00		-		0.03%	0.04%	ې د	240.45	
008100020508	1515	RACE	ST	φ \$	425,000	8.69		yes	\$ 148,750		0.04%	ې د	377.57	-
007500040320	1324	MAIN	ST	Ф \$	425,000	27.14		yes		0.01%	0.03%	ې د	174.35	
007500040520	1324	FIFTEENTH	ST	Ţ				yes				ې د		-
		CENTRAL		\$	85,040	20.41		yes		0.02%	0.01%	ې د	109.18	-
007600020294	30	VINE	PW	\$	236,380	5.59		yes		0.01%	0.04%	ې د	211.36	•
007600020351	1150		ST	\$	215,000	14.81		yes		0.02%	0.04%	ې د	209.76	
008100040480	1415	VINE	ST	\$	169,000	11.70		yes		0.01%	0.03%	ې د	164.99	-
008100040426	1307	REPUBLIC	ST	\$ ¢	294,500	13.94		yes	\$ 103,075		0.05%	ې د	275.90	-
008100040511	1523	REPUBLIC	ST	\$	187,000	13.60		yes		0.02%	0.03%	Ş	183.74	\$ 197.87
008100040513	1523	REPUBLIC	ST	\$	191,000	13.60		yes		0.02%	0.03%	Ş	187.15	
008100020046	1419	PLEASANT	ST	\$	381,700	53.85		yes	\$ 133,595		0.07%	Ş		\$ 454.49
007500040353	1202	MAIN	ST	\$	158,900	5.42		yes		0.01%	0.03%	Ş	145.07	-
008100040341	1331	VINE	ST	\$	291,170	15.45		yes	\$ 101,910		0.05%	Ş		\$ 296.99
008100040397	1432	RACE	ST	\$	299,900	10.56		yes	\$ 104,965		0.05%	\$	274.41	
007500040290	1410	MAIN	ST	\$	184,000	15.43	0	yes		0.02%	0.03%	\$	184.48	\$ 198.67
007500040330		FOURTEENTH	ST	\$	264,420	20.21	0	yes	\$ 92,547	0.02%	0.05%	\$	261.57	\$ 281.69
008000010226	1417	MAIN	ST	\$	194,480	8.19	0	yes	\$ 68,068	0.01%	0.03%	\$	180.36	\$ 194.24
008100040344	1331	VINE	ST	\$	375,000	15.45	0	yes	\$ 131,250	0.02%	0.07%	\$	347.17	\$ 373.87
007600020288	30	CENTRAL	PW	\$	375,000	5.59	0	yes	\$ 131,250	0.01%	0.07%	\$	329.41	\$ 354.75
008100040335	1222	REPUBLIC	ST	\$	293,860	6.58	0	yes	\$ 102,851	0.01%	0.05%	\$	262.10	\$ 282.27
008000020451	23	MERCER	ST	\$	302,100	19.49	0	yes	\$ 105,735	0.02%	0.05%	\$	292.37	\$ 314.86
007600020353	1150	VINE	ST	\$	193,600	14.81	0	yes	\$ 67,760	0.02%	0.03%	\$	191.54	\$ 206.27
008000020334	1343	MAIN	ST	\$	57,190	5.23	0	yes	\$ 20,017	0.01%	0.01%	\$	58.12	\$ 62.59
007500040331	214	FOURTEENTH	ST	\$	264,420	20.21	0	yes	\$ 92,547	0.02%	0.05%	\$	261.57	\$ 281.69
008000020351	112	THIRTEENTH	ST	\$	89,540	6.96	0	yes	\$ 31,339	0.01%	0.02%	\$	88.78	\$ 95.61
008100020463	215	FIFTEENTH	ST	\$	785,340	42.00	0	yes	\$ 274,869		0.14%	\$	744.42	\$ 801.69
008100020418	1433	ELM	ST	\$	408,250	14.70		yes	\$ 142,888		0.07%	\$	374.13	
007500010140	1349	BROADWAY		\$	415,250	50.13		, yes	\$ 145,338		0.07%	\$	443.89	
008100040415	1432	RACE	ST	\$	265,900	10.56		, yes		0.01%	0.05%	\$	245.45	
008100020468	118	FOURTEENTH	ST	\$	439,360	17.00		yes	\$ 153,776		0.08%	\$	404.77	
007500040329	214	FOURTEENTH	ST	\$	335,000	20.21		yes	\$ 117,250		0.06%	Ś	321.67	
008100040553	·	FIFTEENTH	ST	Ŧ		12.13		yes		0.01%	0.00%	Ś	21.85	
007600020300	30	CENTRAL	PW	\$	300,000	5.59		yes	\$ 105,000		0.05%	Ś	265.54	
007600020374	28	CENTRAL	PK	Ψ \$	460,000	86.47		-	\$ 161,000		0.03%	¢	547.45	
				φ	-			yes				ې د		
008100040479	1415	VINE	ST	\$	160,000	11.70	0	yes	ş 56,000	0.01%	0.03%	Ş	157.32	\$ 169.42

PROPERTY DATA							ASSESSMEN	T CALCULA							
PARCELID	ADDRNO	ADDRST	ADDRSF	MK VAL	T_TOTAL_		Church?	Count in SID?	VALU	x MKT	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 ) YMENT	YEARS 3-4 SID PAYMENT
008000010221	1417	MAIN	ST	\$	325,000	8.19		yes	Ś	113,750		0.06%	Ś	291.51	\$ 313.93
008100040297	1211	VINE	ST	\$	242,870	7.26		yes	Ś	85,005		0.04%	Ś	219.90	\$ 236.81
008100040054	1506	REPUBLIC	ST	\$	657,780	39.98		yes	Ś	230,223		0.11%	Ś	632.16	\$ 680.79
007500040355	1202	MAIN	ST	\$	169,900	5.42		yes	Ś	59,465		0.03%	Ś	154.44	
008100040411	1432	RACE	ST	\$	265,900	10.56		yes	Ś	93,065		0.05%	¢ ¢	245.45	
007500010116	314	FOURTEENTH	ST	\$	252,140	96.89		yes	Ś	88,249		0.04%	¢ ¢	389.21	\$ 419.15
007500040152	1425	SYCAMORE	ST	Ψ \$	373,470	214.00		no	¢	130,715		0.00%	¢ ¢		\$ 415.15 \$ -
007500040152	1425	SYCAMORE	ST	Ψ \$	17,130	18.00		no	ې د	-	0.00%	0.00%	ې خ		
007500040154	1425	SYCAMORE	ST	φ \$	202,160	29.16			ې د	70,756		0.00%	ې خ		
007500040134	1425	LIBERTY	ST	ф \$	760	117.40		no	ې د	-	0.13%	0.00%	ې د	- 212.07	\$ 228.38
	131	TWELFTH	ST	*				yes	ې د				ې د		
007500040163				\$	896,910	543.72		yes	ې د	313,919		0.16%	ې د	1,742.98	\$ 1,877.06
007500040167	1116	CLAY	ST	\$	84,680	75.08		yes	ې د	29,638		0.01%	ې د	207.33	
007500040169	1112	CLAY	ST	\$	235,910	49.16		yes	ې د	82,569		0.04%	ې د	289.43	
007500040175	114	CENTRAL	PK	\$	2,464,450	157.44		yes	Ş	862,558		0.43%	Ş	2,382.22	
007500040180	114	CENTRAL	PW	\$	164,020	98.84		yes	Ş	57,407		0.03%	\$ ¢	317.68	\$ 342.12
007500040185		MAIN	ST	\$	6,680	49.40		yes	Ş	-	0.05%	0.00%	Ş	94.65	\$ 101.93
008000020103	1201	CLAY	ST	\$	58,970	229.00		yes	Ş	20,640		0.01%	Ş	462.62	
008000020108	1211	CLAY	ST	\$	18,650	48.92		yes	Ş	-	0.05%	0.00%	Ş	103.98	\$ 111.98
008000020109	1213	CLAY	ST	\$	13,700	36.20		yes	\$		0.04%	0.00%	\$	76.86	\$ 82.77
007600020298	30	CENTRAL	PW	\$	305,000	5.59		yes	\$	106,750		0.05%	\$	269.80	\$ 290.55
008100040307	1213	VINE	ST	\$	152,900	7.26	0	yes	\$	53,515	0.01%	0.03%	\$	143.28	\$ 154.30
008100020520	1509	ELM	ST	\$	755,000	50.00	0	yes	\$	264,250	0.06%	0.13%	\$	732.99	\$ 789.38
008100040485	1415	VINE	ST	\$	178,500	11.70	0	yes	\$	62,475	0.01%	0.03%	\$	173.08	\$ 186.39
008100020414	1403	RACE	ST	\$	321,950	39.98	0	yes	\$	112,683	0.04%	0.06%	\$	346.17	\$ 372.80
008000020466	1	MERCER	ST	\$	373,050	15.55	0	yes	\$	130,568	0.02%	0.07%	\$	345.69	\$ 372.28
007500040224	1116	MAIN	ST	\$	263,800	66.94	0	yes	\$	92,330	0.07%	0.05%	\$	345.20	\$ 371.76
008100040399	1432	RACE	ST	\$	99,900	10.56	0	yes	\$	34,965	0.01%	0.02%	\$	104.09	\$ 112.09
007500040356	1202	MAIN	ST	\$	162,900	5.42	0	yes	\$	57,015	0.01%	0.03%	\$	148.48	\$ 159.90
008000010241	34	FOURTEENTH	ST	\$	300,000	11.84	0	yes	\$	105,000	0.01%	0.05%	\$	276.81	\$ 298.10
008000010236	34	FOURTEENTH	ST	\$	369,000	11.84	0	yes	\$	129,150	0.01%	0.06%	\$	335.57	\$ 361.38
008100040331	1222	REPUBLIC	ST	\$	248,840	6.58	0	yes	\$	87,094	0.01%	0.04%	\$	223.77	\$ 240.98
008100040428	18	THIRTEENTH	ST	\$	285,000	13.94		yes	\$	99,750	0.02%	0.05%	\$	267.81	
008000020415	1326	VINE	ST	\$	353,000	13.47		yes	Ś	123,550		0.06%	Ś	324.87	
008100040022	1533	REPUBLIC	ST	\$	142,270	36.00		yes	Ś	49,795		0.02%	Ś	185.99	
007500030198	404	READING	RD	\$	350,000	21.27		yes	Ś	122,500		0.06%	Ś	336.36	
008100040470	404	FOURTEENTH	ST	\$	240,000	11.70		yes	Ś	84,000		0.04%	¢	225.45	
008100020406	- 1415	PLEASANT	ST	Ψ \$	377,190	46.00		yes	¢	132,017		0.07%	¢	404.05	
008100020400	1214	VINE	ST	э \$	224,000	5.44		-	¢	78,400		0.07%	ې خ	200.55	
007500010228	1214	BROADWAY		φ				yes	ې د				ې خ		
			ST	ዋ ኅ	398,310	69.82		yes	ې د	139,409		0.07%	ې د	464.93	
008100020566	116	FIFTEENTH	ST	\$	290,000	15.88		yes	ې د	101,500		0.05%	Ş	275.56	
008100020438	1408	ELM	ST	\$	299,000	8.33		yes	Ş	104,650		0.05%	Ş	269.63	
007500040297	1420	MAIN	ST	\$	201,040	15.43	0	yes	Ş	70,364	0.02%	0.04%	Ş	198.99	\$ 214.30

PROPERTY DATA						ASS	SESSMENT	r calcula							
PARCELID	ADDRNO	ADDRST	ADDRSF		_TOTAL_	OWNER_INDV_FRO NT_FOOTAGE Chu	urch?	Count in SID?	ASSESSED VALUE: 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	YEA SID Payn	RS 1-2	YEARS	S 3-4 SID =NT
007500040107	209	ORCHARD	ST	\$	233,280	127.58 0		yes		0.14%	0.04%	۲ <u>۸</u> ۱۳ ج	428.42		461.37
007500040291	1420	MAIN	ST	Ф \$	183,540	15.43 0		yes		0.02%	0.03%	Ś	184.09	\$	198.25
007500040075	1342	MAIN	ST	\$	275,280	77.00 0		yes		0.09%	0.05%	Ś	373.09	\$	401.79
007500040334	1126	WALNUT	ST	\$	84,120	12.16 0		yes		0.01%	0.01%	¢ ¢	93.53	•	101.73
008100040478	1407	VINE	ST	Ф \$	143,200	11.70 0		yes		0.01%	0.03%	¢ ¢	143.02	-	154.02
008000020488	14	MERCER	ST	Ф \$	320,000	5.25 0		yes	\$ 112,000		0.06%	¢ ¢	281.96		303.65
007600020370	1128	RACE	ST	\$	201,900	17.14 0		yes		0.02%	0.04%	Ś	202.80		218.41
008000010209	1431	MAIN	ST	Ф \$	126,070	20.92 0		yes		0.02%	0.02%	¢	145.04	-	156.20
007600020333	1150	VINE	ST	Ψ \$	224,370	14.81 0		yes		0.02%	0.02%	¢ ¢	217.74	-	234.49
007500040036	1302	MAIN	ST	Ψ \$	345,170	40.00 0		yes		0.02%	0.06%	¢	365.98	-	394.13
007500040368	1206	MAIN	ST	Ψ \$	275,000	33.84 0		-		0.04%	0.05%	ې د	295.13	\$	317.83
008100040342	1331	VINE	ST	φ \$	335,000	15.45 0		yes	\$ 117,250		0.05%	ې د	313.11	-	337.19
008000020422	1338	VINE	ST	φ \$	171,330	13.47 0		yes		0.02%	0.03%	ې د	170.17		183.26
008100020537	131	15TH	ST	φ \$	380,000	12.42 0		yes		0.01%	0.03%	ې د	345.98	•	372.59
008100020337	1201	VINE	ST	φ \$	190,000	7.26 0		yes		0.01%	0.03%	ې د	174.88		188.33
008100040279	1435	PLEASANT	ST	ֆ \$	363,430	46.00 0		yes	\$ 127,201		0.05%	ې د	392.33	\$ \$	422.51
008100020403	1433	FOURTEENTH	ST	φ \$	223,120	13.20 0		yes		0.03%	0.00%	ې د	213.78	•	230.22
008100040378	1426	REPUBLIC	ST	э \$		43.90 0		yes			0.04%	ې د	215.78		278.65
				<b>•</b>	211,000			yes		0.05%		ې د			
008100040448	1428		ST	\$	595,000	43.90 0		yes		0.05%	0.10%	ې د	585.76	-	630.82
008100040460	1501	VINE	ST	\$ ¢	222,080	11.88 0		yes		0.01%	0.04%	ې د	210.52		226.71
007500040288	1410	MAIN	ST	\$	106,040	15.43 0		yes		0.02%	0.02%	Ş	118.09	Ş	127.17
008100020167	1527	ELM	ST	\$	382,510	112.50 0		yes		0.12%	0.07%	Ş	528.34		568.98
007600020354	1150	VINE	ST	\$	260,000	14.81 0		yes		0.02%	0.05%	Ş	248.08	Ş	267.16
008100040300	1213	VINE	ST	\$	137,270	7.26 0		yes		0.01%	0.02%	Ş	129.97		139.97
007600020335	1150	VINE	ST	\$	201,760	14.81 0		yes		0.02%	0.04%	Ş	198.48		213.75
008100040492	1415	VINE	ST	\$	175,000	11.70 0		yes		0.01%	0.03%	Ş	170.10	\$	183.18
008100040496	1415	VINE	ST	\$	224,000	11.70 0		yes		0.01%	0.04%	Ş	211.82		228.12
008100040323	20	TWELFTH	ST	\$	146,000			yes		0.02%	0.03%	Ş	151.42		163.07
007600020330	1150	VINE	ST	\$	259,900	14.81 0		yes		0.02%	0.05%	Ş	248.00		267.07
007500040292	1420	MAIN	ST	\$	200,340			yes		0.02%	0.03%	\$	198.39		213.65
008100040343	1331	VINE	ST	\$	327,670			yes	\$ 114,685		0.06%	Ş	306.86		330.47
008100040063	1527	VINE	ST	\$	120,260			yes		0.02%	0.02%	\$	138.45		149.10
008100040395	1432	RACE	ST	\$	225,900	10.56 0		yes		0.01%	0.04%	\$	211.39		227.65
007500040139	216	ORCHARD	ST	\$	262,770			yes		0.11%	0.05%	\$	395.76		426.20
008100040277	1201	VINE	ST	\$	175,000	7.26 0		yes		0.01%	0.03%	\$	162.10		174.57
007600020025	21	TWELFTH	ST	\$	119,610			yes		0.02%	0.02%	\$	138.72		149.39
008100040319	20	TWELFTH	ST	\$	172,140			yes		0.02%	0.03%	\$	173.68		187.04
008000010237	26	FOURTEENTH	ST	\$	205,000	11.84 0		yes	\$ 71,750	0.01%	0.04%	\$	195.91	\$	210.98
008100040332	1222	REPUBLIC	ST	\$	264,690	6.58 0		yes	\$ 92,642	0.01%	0.05%	\$	237.26	\$	255.51
008000020119	118	TWELFTH	ST	\$	293,430	100.15 0		yes	\$ 102,701	0.11%	0.05%	\$	430.24	\$	463.33
008000020121	1204	CLAY	ST	\$	87,380	25.00 chu	ırch	no	\$ 30,583	0.00%	0.00%	\$	-	\$	-
008000010070	19	FIFTEENTH	ST	\$	322,180	40.04 0		yes	\$ 112,763	0.04%	0.06%	\$	346.48	\$	373.13

PROPERTY DATA							ASSESSMEN	NT CALCULA								
PARCELID	ADDRNO	ADDRST	ADDRSF	MK1 VAL		OWNER_INDV_FRO NT FOOTAGE	Church?	Count in SID?	VAL	x MKT	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 (MENT	YEA PAYN	RS 3-4 SID
007500040001	1200	MAIN	ST	VAL \$	458,880	138.00			\$			0.08%	<b>PA</b> ۱	639.30		688.48
007500040001		MAIN	ST		-			yes		160,608			ې د			
	1208			\$	863,270	184.00		yes	\$	302,145		0.15%	ې د	1,066.51		1,148.55
007600020096	1125	WALNUT	ST	\$	760,540	53.57		yes	\$	266,189		0.13%	ې د	744.14		801.38
008000010072	23	FIFTEENTH	ST	\$	87,330	20.03		yes	Ş	30,566		0.02%	\$ ¢	110.45		118.94
008000010073	25	FIFTEENTH	ST	\$	184,130	19.57		yes	Ş	64,446		0.03%	Ş	192.04		206.82
008000010147	1405	CLAY	ST	\$	370,860	91.33		yes	\$	129,801		0.06%	Ş	480.30		517.25
007500040319	1324	MAIN	ST	\$	118,200	27.14		yes	Ş	41,370		0.02%	Ş	149.54		161.04
007500040326				\$	350,150	20.21		yes	\$	122,553		0.06%	Ş	334.57		360.31
008100030088	1211	ELM	ST	\$	249,410	36.08		yes	Ş	87,294		0.04%	Ş	277.37		298.71
007500010231	1123	BROADWAY		\$	152,120	151.06		yes	Ş	53,242		0.03%	Ş	401.58		432.48
008100020251	222	FOURTEENTH	ST	\$	102,520	66.96		yes	Ş	35,882		0.02%	Ş	207.90		223.89
007500030189	410	READING	RD	\$	295,380	16.02		yes	\$	103,383		0.05%	\$	280.39	-	301.95
008100040304	1213	VINE	ST	\$	178,500	7.26		yes	\$	62,475		0.03%	\$	165.08		177.78
008100020237	224	FOURTEENTH	ST	\$	475,000	36.78		yes	\$	166,250		0.08%	\$	470.74	\$	506.95
008000010058	1437	WALNUT	ST	\$	118,980	99.19	0	yes	\$	41,643	0.11%	0.02%	\$	279.95	\$	301.48
008100040091	1433	REPUBLIC	ST	\$	197,070	40.00	0	yes	\$	68,975	0.04%	0.03%	\$	239.86	\$	258.31
008000020405	1326	VINE	ST	\$	280,000	13.47	0	yes	\$	98,000	0.01%	0.05%	\$	262.71	\$	282.92
`	1202	SYCAMORE	ST	\$	287,390	263.54	0	yes	\$	100,587	0.29%	0.05%	\$	719.35	\$	774.68
007500010041	1212	SYCAMORE	ST	\$	385,960	122.44	0	yes	\$	135,086	0.14%	0.07%	\$	549.19	\$	591.43
008000020465	1	MERCER	ST	\$	543,000	15.55	0	yes	\$	190,050	0.02%	0.09%	\$	490.42	\$	528.14
008100040280	1201	VINE	ST	\$	470,510	7.26	0	yes	\$	164,679	0.01%	0.08%	\$	413.75	\$	445.58
008100040204	1222	RACE	ST	\$	823,080	89.39	0	yes	\$	288,078	0.10%	0.14%	\$	861.91	\$	928.21
007500040342	1306	MAIN	ST	\$	304,070	18.36	0	yes	\$	106,425	0.02%	0.05%	\$	292.01	\$	314.48
008000020494	1233	WALNUT	ST	\$	175,000	13.57	0	yes	\$	61,250	0.02%	0.03%	\$	173.47	\$	186.81
008000020411	1326	VINE	ST	\$	259,000	13.47	0	yes	\$	90,650	0.01%	0.05%	\$	244.82	\$	263.66
008000020382	1214	VINE	ST	\$	423,690	5.44		yes	\$	148,292	0.01%	0.07%	\$	370.61		399.11
008100020424	1421	RACE	ST	\$	236,250	13.19		yes	\$	82,688		0.04%	\$	224.94		242.24
008100040384	14	FOURTEENTH	ST	\$	249,860	13.20		yes	Ś	87,451		0.04%	Ś	236.55		254.75
007500010237	324	FOURTEENTH	ST	\$	281,920	115.09		yes	Ś	98,672		0.05%	Ś	447.35		481.76
007600010130	229-23	TWELFTH	ST	\$	3,065,430	416.27		yes	Ś	1,072,901		0.54%	Ś	3,360.14		3,618.62
008100030124		CENTRAL	PK	Ŧ	0,000,100	443.13		yes	Ś	_, , , , , , , , , , , , , , , , , , ,	0.49%	0.00%	Ś	798.03		859.41
008100040195	1309	VINE	ST	\$	131,000	25.05		yes	Ś	45,850		0.02%	Ś	156.67		168.72
008100040196	1306	REPUBLIC	ST	\$	55,920	25.00		yes	Ś	19,572		0.01%	Ś	92.64		99.77
008100040190	1307	VINE	ST	Ψ ¢	71,190	26.17		yes	¢	24,917		0.01%	¢	107.75		116.04
008100040197	12	THIRTEENTH	ST	Ψ \$	73,310	40.00		-	ې د	24,917		0.01%	ې د	134.47		144.81
008100040200	12	THIRTEENTH	ST	φ Φ	25,540	14.01		yes	ې خ		0.04%	0.01%	ې خ	46.98		50.59
		REPUBLIC		φ Φ				yes	ې د				ې د			
008100040263	1308		ST	ው ወ	60,550	25.00		yes	ې د	21,193		0.01%	ې د	96.59		104.02
008100040483	1415		ST	¢	239,000	11.70		yes	Ş	83,650		0.04%	Ş	224.60		241.87
007500010191	308	READING	RD	\$	339,740	128.16		yes	Ş	118,909		0.06%	Ş	520.12		560.13
007500010290	0.1.0	SYCAMORE	ST			658.45		yes	Ş	-	0.73%	0.00%	Ş	1,185.78		1,277.00
007500010287	316	READING	RD	<b>~</b>	<b>a</b> ( a = a =	126.00		yes	Ş	-	0.14%	0.00%	Ş	226.91		244.37
007500040034	229	THIRTEENTH	ST	\$	219,780	67.87	0	yes	Ş	76,923	0.08%	0.04%	Ş	309.40	Ş	333.20

PROPERTY DATA							ASSESSMEN	IT CALCULA								
		ADDOGT			_TOTAL_	OWNER_INDV_FRO	Ohuraho	Count in	VALU 35% >	« MKT	% of SID FRONT	% of SID ASSESSED	SID		YEARS	
PARCELID	ADDRNO	ADDRST	ADDRSF		470.400	_	Church?	SID?	VALU		FOOTAGE	VALUE		YMENT	PAYMEN	
007500040018	1203	SYCAMORE	ST	\$	473,430	360.00		yes	\$	165,701		0.08%	\$	1,051.48		,132.37
008100020309	1525	PLEASANT	ST	\$	42,980	31.92		yes	\$	15,043		0.01%	Ş	94.08	-	101.32
007500040233		SYCAMORE	ST	\$	588,810	207.44		yes	\$	206,084		0.10%	Ş	874.99		942.30
008100040405	1432	RACE	ST	\$	155,000	10.56		yes	\$	54,250		0.03%	Ş	151.01		162.63
007600020328	1150	VINE	ST	\$	260,000	14.81 (		yes	Ş	91,000		0.05%	Ş	248.08	-	267.16
008100040473	1407	VINE	ST	\$	231,000	11.70		yes	Ş	80,850		0.04%	Ş	217.78	-	234.54
007600020023	25	TWELFTH	ST	\$	300,220	30.00		yes	\$	105,077		0.05%	Ş	309.70	-	333.52
007600020024	23	TWELFTH	ST	\$	119,610	20.22 (		yes	\$	41,864		0.02%	\$	138.28		148.92
008100020035	1440	PLEASANT	ST	\$	257,450	103.00 (		yes	\$	90,108		0.04%	\$	404.73	\$	435.87
008100020037	113	FIFTEENTH	ST	\$	12,580	21.00	church	no	\$		0.00%	0.00%	\$	-	\$	-
008100020038	115	FIFTEENTH	ST	\$	12,320	82.00	church	no	\$		0.00%	0.00%	\$	-	\$	-
008100040209	1214	RACE	ST	\$	139,540	51.19 (		yes	\$	48,839		0.02%	\$	211.01		227.24
007600020022	27	TWELFTH	ST	\$	342,690	148.38 (	0	yes	\$	119,942	0.16%	0.06%	\$	559.05	\$	602.05
007600020314	30	CENTRAL	PW	\$	340,000	5.59	0	yes	\$	119,000	0.01%	0.06%	\$	299.60	\$	322.65
008000020106	1207	CLAY	ST	\$	100,200	49.30	0	yes	\$	35,070	0.05%	0.02%	\$	174.11	\$	187.51
008000020107	1209	CLAY	ST	\$	100,200	49.50	0	yes	\$	35,070	0.05%	0.02%	\$	174.47	\$	187.89
007500040299	1410	MAIN	ST	\$	131,670	15.43 (	0	yes	\$	46,085	0.02%	0.02%	\$	139.91	\$	150.68
008100040296	1207	VINE	ST	\$	249,170	7.26	0	yes	\$	87,210	0.01%	0.04%	\$	225.26	\$	242.59
008100040388	1432	RACE	ST	\$	229,900	10.56	0	yes	\$	80,465	0.01%	0.04%	\$	214.79	\$	231.32
008100020262	1411	ELM	ST	\$	304,860	120.56	0	yes	\$	106,701	0.13%	0.05%	\$	476.73	\$	513.40
008000020389	1220	VINE	ST	\$	262,390	5.44 (	0	yes	\$	91,837	0.01%	0.05%	\$	233.24	\$	251.19
008100020437	1408	ELM	ST	\$	321,000	8.33	0	yes	\$	112,350	0.01%	0.06%	\$	288.37	\$	310.55
008000020385	1214	VINE	ST	\$	265,000	5.44 (	0	yes	\$	92,750	0.01%	0.05%	\$	235.47	\$	253.58
008000020036	1209	JACKSON	ST	\$	289,230	18.66	0	yes	\$	101,231	0.02%	0.05%	\$	279.91	\$	301.44
007600020349	1150	VINE	ST	\$	176,760	14.81 (	0	yes	\$	61,866	0.02%	0.03%	\$	177.19		190.83
008100020460	221	15TH	ST	\$	849,000	42.00		yes	\$	297,150	0.05%	0.15%	\$	798.64		860.07
008100020452	122	FIFTEENTH	ST	\$	220,000	12.84		, yes	\$	77,000		0.04%	\$	210.47		226.65
008100030091	1205	ELM	ST	\$	987,190	228.38		yes	Ś	345,517		0.17%	Ś	1,251.96		,348.26
008100040328	1222	REPUBLIC	ST	\$	265,000	6.58 (		yes	Ś	92,750		0.05%	Ś	237.53		255.80
008100020512	1509	RACE	ST	\$	425,000	8.69		yes	Ś	148,750		0.07%	Ś	377.57		406.62
007500040374	209-22	TWELFTH	ST	\$	2,066,330	839.47		yes	Ś	723,216		0.36%	Ś	3,271.44		,523.09
008000020427	1326	VINE	ST	\$	196,820	13.47		yes	Ś	68,887		0.03%	Ś	191.87		206.63
008000020428	1332	VINE	ST	¢ \$	107,230	13.47		yes	¢	37,531		0.02%	¢	115.58		124.47
008000020429	1332	VINE	ST	Ψ ¢	32,670	13.47		yes	¢	11,435		0.01%	¢	52.08		56.09
008000020429	1338	VINE	ST	φ \$	143,870	13.47		-	Ś	50,355		0.01%	ې د	146.78		158.07
008000020430	1342	VINE	ST	Ψ ¢	143,870	13.47		yes	¢	41,521		0.03%	ې خ	125.29		134.92
		VINE		φ Φ				yes	ې د				ې خ			
008100040345	1331		ST	ው ወ	188,420	15.45		yes	ې د	65,947		0.03%	ې د	188.28		202.76
007500010194	322	READING	RD	ф Ф	256,250	134.00		yes	Ş	89,688		0.04%	Ş	459.54		494.89
007500010195	328	READING	RD	¢	58,310	50.00		yes	ې د	20,409		0.01%	Ş	139.70		150.45
007500010196	328	READING	RD	\$	76,130	155.00		yes	Ş	26,646		0.01%	Ş	343.97		370.43
007500010210	316	ELLIOTT	ST	\$	376,850	213.75		yes	Ş	131,898		0.07%	Ş	705.85		760.15
007600020336	1150	VINE	ST	\$	169,780	14.81 (	0	yes	Ş	59,423	0.02%	0.03%	Ş	171.25	Ş	184.42

PROPERTY DATA							ASSESSMEN	IT CALCULA							
PARCELID	ADDRNO	ADDRST	ADDRSF	MKT_ VAL	_TOTAL_		Church?	Count in SID?	VALU	( MKT	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 (MENT	YEARS 3-4 SID PAYMENT
008100020052	1425	PLEASANT	ST	\$	67,080	80.00		yes	Ś	23,478		0.01%	Ś	201.19	\$ 216.67
008100020054	1429	PLEASANT	ST	\$	162,810	40.00		yes	Ś	56,984		0.03%	Ś	210.68	
008100020055	1431	PLEASANT	ST	\$	235,950	40.00		yes	Ś	82,583		0.04%	Ś	272.97	
008100040414	1432	RACE	ST	\$	107,900	10.56		yes	Ś	37,765		0.02%	Ś	110.90	
007600020344	1150	VINE	ST	\$	218,000	14.81		yes	\$ \$	76,300		0.04%	Ś	212.31	
008100020561	116	FIFTEENTH	ST	\$	155,000	15.88		yes	¢ ¢	54,250		0.03%	Ś	160.59	\$ 172.95
008000010239	34	FOURTEENTH	ST	\$	368,000	11.84		yes	¢	128,800		0.06%	¢ ¢	334.71	
008100020541	131	15TH	ST	Ψ \$	409,900	12.42		yes	¢ ¢	143,465		0.07%	ç	371.44	\$ 400.01
008000020396	1232	VINE	ST	φ \$	183,340	14.57			ې د	64,169		0.03%	ې خ	182.37	\$ 196.40
008100020166	1529	ELM	ST	φ \$	277,230	22.50		yes	ې د	97,031		0.05%	ې د	276.61	
	1427	REPUBLIC	ST	Ţ		84.57		yes	ې د	-			ې د	779.67	
008100040093				\$	736,700			yes	ې د	257,845		0.13%	ې د		
007500040108	211	ORCHARD	ST	\$	203,160	40.00		yes	ې د	71,106		0.04%	ې د	245.04	\$ 263.89
008100040321	1211	REPUBLIC	ST	\$	172,650	15.04		yes	Ş	60,428		0.03%	Ş	174.11	\$ 187.51
007500040121	1413	SYCAMORE	ST	\$	112,010	88.00		no	Ş	39,204		0.00%	Ş	-	\$ -
008000010151	1432	LIBERTY	ST	\$	942,280	167.38		yes	Ş	329,798		0.16%	Ş	1,103.87	\$ 1,188.78
008000010198		LIBERTY	ST	\$	4,190	209.41		yes	Ş		0.23%	0.00%	Ş	380.70	
008000020179	26	THIRTEENTH	ST	\$	82,550	44.00 (		yes	\$	28,893		0.01%	\$	149.54	
008100020368	1416	ELM	ST	\$	78,640	51.10 (		yes	\$	27,524		0.01%	\$	158.99	\$ 171.22
008000020329	1233	CLAY	ST	\$	158,020	23.98	0	yes	\$	55,307	0.03%	0.03%	\$	177.75	\$ 191.42
008000020341	120	THIRTEENTH	ST	\$	97,740	21.84 (	0	yes	\$	34,209	0.02%	0.02%	\$	122.57	\$ 132.00
008000020342	120	THIRTEENTH	ST	\$	127,630	21.84 (	0	yes	\$	44,671	0.02%	0.02%	\$	148.02	\$ 159.41
008000020343	120	THIRTEENTH	ST	\$	184,920	21.84 (	0	yes	\$	64,722	0.02%	0.03%	\$	196.81	\$ 211.95
007600020327	1150	VINE	ST	\$	162,030	14.81	0	yes	\$	56,711	0.02%	0.03%	\$	164.65	\$ 177.32
007600020329	1150	VINE	ST	\$	366,700	14.81	0	yes	\$	128,345	0.02%	0.06%	\$	338.95	\$ 365.02
008000020017	1228	VINE	ST	\$	206,780	84.22	0	yes	\$	72,373	0.09%	0.04%	\$	327.76	\$ 352.97
008000020041	1219	JACKSON	ST	\$	83,220	30.58	0	yes	\$	29,127	0.03%	0.01%	\$	125.94	\$ 135.63
008000020374	1214	VINE	ST	\$	79,220	5.44 (	0	yes	\$	27,727		0.01%	\$	77.26	\$ 83.20
008000020392	1232	VINE	ST	\$	212,170	14.57	0	yes	\$	74,260	0.02%	0.04%	\$	206.92	\$ 222.84
008000020438	1218	VINE	ST	\$	122,300	5.44 (		yes	\$	42,805		0.02%	\$	113.95	
008000020439	1220	VINE	ST	\$	84,050	5.44 (		yes	Ś	29,418		0.01%	Ś	81.37	
008000020440	1216	VINE	ST	\$	83,310	5.44 (		yes	Ś	29,159		0.01%	Ś	80.74	
008000020441	1214	VINE	ST	\$	139,510	5.44 (		yes	Ś	48,829		0.02%	Ś	128.60	
008100040431	18	13TH	ST	\$	164,110	13.94 (		yes	Ś	57,439		0.03%	Ś	164.86	
007500040341	1306	MAIN	ST	÷ ¢	73,030	18.36		yes	¢	25,561		0.01%	¢	95.26	
008000010232	1000	FOURTEENTH	ST	գ Տ	151,080	11.84 (			¢	52,878		0.01%	ې د	149.99	-
008000010232	33	13TH	ST	φ		13.57		yes	ې خ				ې خ		
	33 25			ው የ	92,680			yes	ې د	32,438		0.02%	ې د	103.37	
008000020504	35	13TH	ST	\$	105,280	13.57		yes	Ş	36,848		0.02%	Ş	114.10	-
008000020505	1233	WALNUT	ST	¢	80,800	13.57		yes	Ş	28,280		0.01%	Ş	93.25	
008100020442	1408	ELM	ST	\$ •	112,940	8.33		yes	Ş	39,529		0.02%	Ş	111.19	
008100020454	118	FIFTEENTH	ST	\$	153,470	12.84		yes	Ş	53,715		0.03%	Ş	153.81	
008100020479	1517	ELM	ST	\$	109,890	52.82 (		yes	Ş	38,462		0.02%	Ş	188.70	
008100020513	1509	RACE	ST	\$	290,000	8.69	0	yes	\$	101,500	0.01%	0.05%	\$	262.61	\$ 282.81

PROPERTY DATA						ASSESSMENT	CALCULA						
PARCELID	ADDRNO	ADDRST	ADDRSF		_ OWNER_INDV_FRO NT FOOTAGE		Count in SID?	ASSESSED VALUE: 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 MENT	YEARS 3-4 SID PAYMENT
008100020514	1511	RACE	ST	\$ 142,00	_	_	yes		0.01%	0.02%	Ś	136.57	
008100020515	1011	RACE	ST	\$ 355,98			yes	\$ 124,593		0.06%	\$ \$	318.80	•
008100020536	1432	ELM	ST	\$ 114,53			yes		0.01%	0.02%	Ś	119.91	
008100040419	1402		01	\$ 72,57			yes		0.01%	0.01%	Ś	80.81	
008100040420	1428	RACE	ST	\$ 71,98			yes		0.01%	0.01%	ې د	80.31	
008100040421	1430	RACE	ST	\$ 65,71			yes		0.01%	0.01%	Ś	74.97	
008100040422	1438	RACE	ST	\$ 93,92			yes		0.01%	0.02%	¢ ¢	99.00	
008100040451	1501	VINE	ST	\$ 515,00		_	yes	\$ 180,250		0.02%	¢	459.97	
007500010197	340	READING	RD	\$ 506,02		_	yes	\$ 177,107		0.09%	ې د	761.02	
007500010199	1105	BROADWAY	ΝD	\$ 118,22			•	• •	0.23%	0.02%	ې د	482.32	
008000010166	1414	CLAY	ST	\$ 78,71			yes		0.23%	0.02%	ې د	140.86	
008000010168	1414	CLAY	ST	\$ 76,7			yes	• •	0.05%	0.01%	ې خ	175.88	
008000010108	1326	CLAY	ST	\$ 80,50		_	yes		0.00%	0.02%	ې خ	142.03	\$ 152.95
008000020288	1340	CLAY	ST	\$ 51,37			yes		0.04%	0.01%	ې خ	88.77	
008000020287	1340	CLAY	ST				yes		0.03%	0.01%	ې د	98.50	\$ 95.00 \$ 106.08
008000020288	1334	CLAY	ST	\$ 58,57 \$ 48,99			yes		0.03%	0.01%	ې د	98.50 81.34	•
			ST				yes				ې د		
008000020290	1336	CLAY		+,			yes		0.03%	0.01%	ې د	86.54	
008000020291	1338	CLAY	ST	\$ 518,46		_	yes	\$ 181,461		0.09%	ې د	701.33	
008100010053	1541	ELM	ST	\$ 37,83			yes		0.12%	0.01%	ې د	222.57	
007500040305	1336	MAIN	ST	\$ 100,18		_	yes	• •	0.01%	0.02%	Ş	100.32	
007500040323	1324	MAIN	ST	\$ 279,79		_	yes		0.03%	0.05%	Ş		\$ 309.24
008000010175	1425	MAIN	ST	\$ 470,00		_	yes	\$ 164,500		0.08%	Ş	452.38	\$ 487.18
008100010052	1547	ELM	ST	\$ 75,13		_	yes		0.13%	0.01%	Ş	272.95	
008100010055	1539	ELM	ST	\$ 74,46			yes		0.03%	0.01%	Ş	108.43	\$ 116.77
008100010056	1537	ELM	ST	\$ 36,25			yes		0.03%	0.01%	Ş	75.89	
008100010057	1535	ELM	ST	\$ 71,25			yes		0.16%	0.01%	Ş	312.80	
008000010142	1407	CLAY	ST	\$ 77,57			yes		0.02%	0.01%	Ş	104.13	
008000010124	1410	WALNUT	ST	\$ 196,89			yes		0.03%	0.03%	Ş	208.52	
008000010219	1417 1	MAIN	ST	\$ 175,91			yes		0.01%	0.03%	\$	164.55	
008000010220	1417 1	MAIN	ST	\$ 115,10			yes		0.01%	0.02%	\$	112.76	
008000020332	1341	MAIN	ST	\$ 59,02			yes		0.01%	0.01%	\$	59.67	
007500040113	221	ORCHARD	ST	\$ 226,70	0 40.00	0	yes		0.04%	0.04%	\$	265.09	\$ 285.48
008000020450	23	MERCER	ST	\$ 213,11	0 19.49	0	yes		0.02%	0.04%	\$	216.59	
008100040455	1501	VINE	ST	\$ 194,00			yes	\$ 67,900	0.01%	0.03%	\$	186.61	
008000020337	1341	MAIN	ST	\$ 190,00	0 5.23	0	yes	\$ 66,500	0.01%	0.03%	\$	171.22	\$ 184.39
008100040348	1237	VINE	ST	\$ 223,50	0 15.00	0	yes	\$ 78,225	0.02%	0.04%	\$	217.34	\$ 234.06
008100040495	1415	VINE	ST	\$ 228,00	0 11.70	0 .	yes	\$ 79,800	0.01%	0.04%	\$	215.23	\$ 231.79
007500030052	412	READING	RD	\$ 31,49	0 40.00	0	yes	\$ 11,022	0.04%	0.01%	\$	98.85	\$ 106.46
007500030053	416	READING	RD	\$ 75,18	0 171.00	0	yes	\$ 26,313	0.19%	0.01%	\$	371.97	\$ 400.59
007600020402		VINE	ST		120.00	0 ,	yes	\$-	0.13%	0.00%	\$	216.11	\$ 232.73
007600020042	1115	VINE	ST	\$ 300,00	0 37.34	0 ,	yes	\$ 105,000	0.04%	0.05%	\$	322.72	\$ 347.55
007500010029	329	THIRTEENTH	ST	\$ 285,14	0 412.67		yes		0.46%	0.05%	\$	985.99	

PROPERTY DATA						ASSESSMEN	NT CALCULA						
PARCELID	ADDRNO	ADDRST	ADDRSF	MKT_TOTAL_ VAL		Church?	Count in SID?	ASSESSED VALUE: 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	RS 1-2 MENT	YEARS 3-4 SID PAYMENT
007500010037	313	THIRTEENTH	ST	\$ 40,420	50.02	0	yes	\$ 14,147	0.06%	0.01%	\$	124.51	\$ 134.09
008100020594		PLEASANT	ST	. ,	98.01		yes	\$ -	0.11%	0.00%	\$	176.50	
008100040320	1207	REPUBLIC	ST	\$ 187,620	15.04	0	yes	\$ 65,667	0.02%	0.03%	\$	186.86	\$ 201.23
008000010235	34	FOURTEENTH	ST	\$ 309,000		0	yes	\$ 108,150		0.05%	\$	284.47	
008100040353	1237	VINE	ST	\$ 160,740			yes	\$ 56,259		0.03%	\$	163.90	
008100040340	1331	VINE	ST	\$ 380,000			yes	\$ 133,000		0.07%	\$	351.43	\$ 378.46
008000020456	15	MERCER	ST	\$ 371,360			yes	\$ 129,976		0.06%	\$	362.92	
008100020511	1509	RACE	ST	\$ 355,000			, yes	\$ 124,250		0.06%	Ś	317.96	
008100020556	1505	RACE	ST	\$ 349,000			yes	\$ 122,150		0.06%	Ś	325.80	
008100040334	1222	REPUBLIC	ST	\$ 239,880			yes	\$ 83,958		0.04%	Ś	216.14	
007600020043	1113	VINE	ST	\$ 175,490			yes	\$ 61,422		0.03%	Ś	226.27	
008000020336	1343	MAIN	ST	\$ 109,050			yes	\$ 38,168		0.02%	Ś	102.28	\$ 110.15
008100040381	1410	RACE	ST	\$ 175,300			yes	\$ 61,355		0.03%	Ś	173.06	
008100020245	219	MAGNOLIA	ST	\$ 104,860			yes	\$ 36,701		0.02%	Ś	143.33	
008000010244	34	FOURTEENTH	ST	\$ 351,400			yes	\$ 122,990		0.06%	Ś	320.58	
008100020529	1420	ELM	ST	\$ 305,000			yes	\$ 106,750		0.05%	Ś	282.25	\$ 303.96
007500040317	1324	MAIN	ST	\$ 239,900			yes	\$ 83,965		0.04%	Ś	253.18	\$ 272.65
008100040295	1207	VINE	ST	\$ 145,000			yes	\$ 50,750		0.03%	¢	136.55	
008100040481	1415	VINE	ST	\$ 172,000			-	\$ 60,200		0.03%	ې د	167.54	
008100040481	31	THIRTEENTH	ST	\$ 491,900			yes	\$ 172,165		0.09%	ې د	765.99	
008100040203	1223	REPUBLIC	ST	\$ 318,100			yes	\$ 111,335		0.05%	ې د	668.66	
007500030192		READING					yes				ې د		
	404		RD	\$ 280,810			yes	\$ 98,284		0.05%	ې د	277.44	
008000010110	1450	WALNUT	ST	\$ 30,040			yes	\$ 10,514		0.01%	Ş	232.08	
008000010111	1448	WALNUT	ST	\$ 37,880			yes	\$ 13,258		0.01%	Ş	73.17	
008000010112	1446	WALNUT	ST	\$ 102,460			yes	\$ 35,861		0.02%	Ş	161.39	
008000010113	1442	WALNUT	ST	\$ 311,070			yes	\$ 108,875		0.05%	Ş	355.80	•
008000010115	1436	WALNUT	ST	\$ 98,130			yes	\$ 34,346		0.02%	Ş	120.82	
008000010116	1434	WALNUT	ST	\$ 37,400			yes	\$ 13,090		0.01%	Ş	67.72	
008000010117	1430	WALNUT	ST	\$ 57,760			yes	\$ 20,216		0.01%	Ş	114.38	
008000010119	1426	WALNUT	ST	\$ 303,610			yes	\$ 106,264		0.05%	Ş	606.60	
008000010125	1408	WALNUT	ST	\$ 260,510			yes	\$ 91,179		0.05%	Ş	261.23	
008000010127	1400	WALNUT	ST	\$ 168,410			yes	\$ 58,944		0.03%	Ş	366.72	
008000010131	1435	CLAY	ST	\$ 62,030			yes	\$ 21,711		0.01%	\$	89.50	
008000010139	1413	CLAY	ST	\$ 52,480			yes	\$ 18,368		0.01%	\$	108.28	
008000010144	110	FOURTEENTH	ST	\$ 104,930			yes	\$ 36,726	0.03%	0.02%	\$	135.07	
008000010170	1400	CLAY	ST	\$ 112,100			yes	\$ 39,235		0.02%	\$	272.89	
008000010191		LIBERTY	ST	\$ 122,820	86.68	0	yes	\$ 42,987	0.10%	0.02%	\$	260.70	\$ 280.75
008000010193		CLAY	ST	\$ 44,800	32.00	0	yes	\$ 15,680	0.04%	0.01%	\$	95.77	\$ 103.14
008000010194		LIBERTY	ST	\$ 10,400	26.69	0	yes	\$ 3,640	0.03%	0.00%	\$	56.93	\$ 61.31
008000010227		LIBERTY	ST	\$ 23,190	10.37	0	yes	\$ 8,117	0.01%	0.00%	\$	38.42	\$ 41.38
007600020319	30	CENTRAL	PW	\$ 335,000	5.59	0	yes	\$ 117,250	0.01%	0.06%	\$	295.34	\$ 318.06
008000020493	35	13TH	ST	\$ 245,000	13.57	0	yes	\$ 85,750		0.04%	\$	233.08	

PROPERTY DATA						ASSESSMEN	NT CALCUL						
PARCELID	ADDRNO	ADDRST	ADDRSF		_TOTAL_	OWNER_INDV_FRO NT_FOOTAGE Church?	Count in SID?	ASSESSED VALUE: n 35% x MKT VALUE	% of SID FRONT FOOTAGE	% of SID ASSESSED VALUE	SID	ARS 1-2 MENT	YEARS 3-4 SID PAYMENT
008000020383	1214	VINE	ST	\$	317,000	5.44 0	yes	\$ 110,950		0.06%	Ś		\$ 301.27
008100020446	1509	PLEASANT	ST	Ψ \$	322,500	12.84 0	yes	\$ 112,875		0.06%	Ś		\$ 320.66
008100020498	1515	RACE	ST	\$	420,000	8.69 0	yes	\$ 147,000		0.07%	Ś	373.32	
008100010078	208	WADE	ST	\$	475,000	20.09 0	yes	\$ 166,250		0.08%	¢ ¢	440.69	
008100010080	212	WADE	ST	\$	375,000	20.50 0	yes	\$ 131,250		0.07%	Ś	356.26	
007600020325	30	CENTRAL	PW	\$	534,390		yes	\$ 187,037		0.09%	¢ ¢	465.14	\$ 500.92
008000020384	1214	VINE	ST	Ψ \$	258,290	5.44 0	yes	\$ 90,402		0.05%	¢ ¢	229.75	
008100040375	14	FOURTEENTH	ST	Ψ \$	176,900	13.20 0	yes		0.01%	0.03%	ې د	174.42	
008100040329	1222	REPUBLIC	ST	φ \$	276,500	6.58 0			0.01%	0.05%	ې خ	247.32	
008100040329	1407	VINE	ST	Ψ \$	177,350	11.70 0	yes		0.01%	0.03%	ې د	172.10	
008100040474	1324	WALNUT	ST	Ф \$			yes		0.01%	0.03%	ې ک	240.68	
		MAIN	ST	э \$	233,690	23.14 0	yes				ې د		
007500040346	1306	THIRTEENTH	ST	+	204,160	18.36 0	yes		0.02%	0.04%	ې د	206.93	
008000020172	12			\$	49,910	78.00 0	yes		0.09%	0.01%	ې د	182.97	
008000020173	14	THIRTEENTH	ST	\$	48,660	20.00 0	yes	\$ 17,031		0.01%	ې د	77.46	
008000020174	000	THIRTEENTH	ST	\$	29,690	87.00 0	yes		0.10%	0.01%	ې د	181.96	
007500040365	229	THIRTEENTH	ST	\$	234,040	63.10 0	yes	\$ 81,914		0.04%	ې د	312.95	
008100040548	4505	FIFTEENTH	ST	<b>^</b>	505 000	12.13 0	yes	\$ -	0.01%	0.00%	Ş	21.85	
008100020555	1505	RACE	ST	\$	525,000	15.88 0	yes	\$ 183,750		0.09%	Ş	475.68	
008100020439	1408	ELM	ST	\$	340,000	8.33 0	yes	\$ 119,000		0.06%	Ş	304.55	
008100040290	1207	VINE	ST	\$	219,900	7.26 0	yes		0.01%	0.04%	Ş	200.34	\$ 215.75
007600020323	30	CENTRAL	PW	\$	305,000	5.59 0	yes	\$ 106,750		0.05%	Ş	269.80	
007500040296	1410	MAIN	ST	\$	189,400	15.43 0	yes		0.02%	0.03%	\$	189.08	
008000010229	18	FOURTEENTH	ST	\$	589,000	21.48 0	yes	\$ 206,150	0.02%	0.10%	\$	540.26	
007500040383						51.59 0	yes	\$-	0.06%	0.00%	\$	92.91	\$ 100.06
007500040384						51.59 <mark>0</mark>	yes	\$-	0.06%	0.00%	\$	92.91	\$ 100.06
007500040385						51.59 0	yes	\$-	0.06%	0.00%	\$	92.91	\$ 100.06
008000010253						46.55 0	yes	\$-	0.05%	0.00%	\$	83.84	\$ 90.28
008000010254						46.55 <mark>0</mark>	yes	\$-	0.05%	0.00%	\$	83.84	\$ 90.28
008000010255						46.55 <mark>0</mark>	yes	\$-	0.05%	0.00%	\$	83.84	\$ 90.28
008000010256						46.55 0	yes	\$-	0.05%	0.00%	\$	83.84	\$ 90.28
008000010257						46.55 0	yes	\$-	0.05%	0.00%	\$	83.84	\$ 90.28
008000010259						46.55 0	yes	\$-	0.05%	0.00%	\$	83.84	\$ 90.28
008100040562						23.97 0	yes	\$-	0.03%	0.00%	\$	43.17	\$ 46.49
008100040563						23.97 0	yes	\$-	0.03%	0.00%	\$	43.17	\$ 46.49
008100040564						23.97 0	yes	\$ -	0.03%	0.00%	\$	43.17	\$ 46.49
008000010251						46.55 0	yes	\$ -	0.05%	0.00%	\$	83.84	
008000010252						46.55 0	yes	\$ -	0.05%	0.00%	Ś	83.84	\$ 90.28
008100040568						23.97 0	yes	\$ -	0.03%	0.00%	Ś	43.17	\$ 46.49
008000010258						46.55 0	yes	\$ -	0.05%	0.00%	Ś	83.84	\$ 90.28
008000010260						46.55 0	yes	\$ -	0.05%	0.00%	¢	83.84	
008100040565						23.97 0		\$ -	0.03%	0.00%	¢	43.17	
008100040566						23.97 0	yes	\$ - \$ -	0.03%	0.00%	ې د	43.17	
000100040300						23.97 0	yes	ې -	0.03%	0.00%	Ş	45.17	\$ 46.49

PROPERTY DATA						ASSESSMEN	IT CALCUL							
					ſ_TOTAL_			ASSESSED VALUE: in 35% x MKT	% of SID FRONT	% of SID ASSESSED	SID			RS 3-4 SID
PARCELID	ADDRNO	ADDRST	ADDRSF	VAL		NT_FOOTAGE Church?	SID?	VALUE	FOOTAGE	VALUE	PA	YMENT		
008100040567				•	~~~ ~~~	23.97 0	yes	\$	- 0.03%	0.00%	Ş	43.17	-	46.49
007500030188	410	READING	RD	\$	325,000	16.02 0	yes		/50 0.02%	0.06%	Ş	305.61		329.12
008100040418	1432	RACE	ST	\$	267,900	10.56 0	yes		/65 0.01%	0.05%	Ş	247.15		266.17
008000020462	1	MERCER	ST	\$	415,000	15.55 0	yes		250 0.02%	0.07%	Ş	381.42		410.76
008100030121	1220-1	CENTRAL	PW	\$	688,390	210.19 0	yes		037 0.23%	0.12%	Ş	964.75		1,038.96
008100030123		GRANT	ST	\$	733,700		yes		95 0.27%	0.13%	Ş	1,064.62		1,146.51
007500040159	111	TWELFTH	ST	\$	371,640		yes		074 0.04%	0.06%	\$	388.51		418.40
007500040336	1126	WALNUT	ST	\$	85,630	12.16 0	yes		071 0.01%	0.01%	\$	94.82	-	102.11
007600020371	1126	RACE	ST	\$	299,740		yes		009 0.02%	0.05%	\$	286.12	-	308.13
008100020395	1406	PLEASANT	ST	\$	354,980		yes		43 0.05%	0.06%	\$	385.67	\$	415.34
008100040036	1505	REPUBLIC	ST	\$	67,720	39.67 0	yes		02 0.04%	0.01%	\$	129.11	\$	139.05
008100040369	1406	REPUBLIC	ST	\$	150,000	13.90 0	yes		00 0.02%	0.03%	\$	152.77	-	164.52
008000010225	1417	MAIN	ST	\$	193,310		yes		59 0.01%	0.03%	\$	179.37	\$	193.16
008100020447	1509	PLEASANT	ST	\$	309,000	12.84 0	yes		.50 0.01%	0.05%	\$	286.26	\$	308.28
008100020234	1408	CENTRAL	PW	\$	177,010	233.90 0	yes		054 0.26%	0.03%	\$	571.96	\$	615.96
007500040378	1124	MAIN	ST	\$	786,560	92.00 0	yes	\$ 275,	96 0.10%	0.14%	\$	835.51	\$	899.78
007500030197	404	READING	RD	\$	319,190	21.27 0	yes	\$ 111,	'17 0.02%	0.06%	\$	310.13	\$	333.98
008000020458	11	MERCER	ST	\$	399,900	23.75 0	yes	\$ 139,	065 0.03%	0.07%	\$	383.32	\$	412.81
007500030190	400	READING	RD	\$	76,800	21.27 0	yes	\$ 26,	80 0.02%	0.01%	\$	103.71	\$	111.69
007500030191	404	READING	RD	\$	28,790	21.27 0	yes	\$ 10,	077 0.02%	0.01%	\$	62.82	\$	67.66
008000020478	12	MERCER	ST	\$	493,850	19.63 <mark>0</mark>	yes	\$ 172,	348 0.02%	0.09%	\$	455.91	\$	490.98
007600020345	1150	VINE	ST	\$	170,530	14.81 0	yes	\$59,	86 0.02%	0.03%	\$	171.89	\$	185.11
008100020421	1421	RACE	ST	\$	250,000	13.19 0	yes	\$ 87,	600 0.01%	0.04%	\$	236.65	\$	254.85
008000020496	35	13TH	ST	\$	125,000	13.57 0	yes	\$ 43,	'50 0.02%	0.02%	\$	130.89	\$	140.96
008100040336	1331	VINE	ST	\$	320,340	15.45 0	yes	\$ 112,	.19 0.02%	0.06%	\$	300.62	\$	323.75
008100020459	218	FIFTEENTH	ST	\$	1,198,270	40.00 0	yes	\$ 419,	95 0.04%	0.21%	\$	1,092.47	\$	1,176.50
008100020408	1433	PLEASANT	ST	\$	368,660	47.19 0	yes	\$ 129,	031 0.05%	0.06%	\$	398.93	\$	429.62
007600020289	30	CENTRAL	PW	\$	191,330	5.59 0	yes	\$ 66,	66 0.01%	0.03%	\$	173.00	\$	186.30
008000010222	1417	MAIN	ST	\$	210,920	8.19 0	yes	\$ 73,	322 0.01%	0.04%	\$	194.36	\$	209.31
008100040554		FIFTEENTH	ST			12.13 0	yes	\$	0.01%	0.00%	\$	21.85	\$	23.53
008100040406	1432	RACE	ST	\$	266,500	10.56 0	yes	\$ 93,	275 0.01%	0.05%	\$	245.96	\$	264.88
008100040471	4	FOURTEENTH	ST	\$	220,000		yes	\$ 77,	00 0.01%	0.04%	\$	208.42		224.45
008100020458	216	FIFTEENTH	ST	\$	813,000		yes		50 0.04%	0.14%	\$	764.38		823.17
00750004CD03						66.51 0	, no	\$	- 0.00%	0.00%	\$	-	\$	-
00750004CD04						24.99 0	no	\$	- 0.00%	0.00%	Ś	-	\$	-



JOSEPH J. BRAUN Writer's E-Mail Address: jjbraun@strausstroy.com Writer's Direct Dial: 513.629.9403 Writer's Direct Fax: 513.629.9426

May 2, 2025

### VIA HAND-DELIVERY

Clerk of Council City of Cincinnati 801 Plum Street, #308 Cincinnati, Ohio 45202

Re: Certified Copy of Referendum Petition on Ordinance No. 0097-2025

Dear Clerk of Council of the City of Cincinnati:

Please find attached a certified copy of the Referendum Petition on City of Cincinnati Ordinance No. 0097-2025 being filed pursuant to Article II, Section 8(3) of the Charter of the City of Cincinnati.

Sincerely,

STRAUSS TROY

seph J. Braun

2MAY25PM2:16

Cc: Emily S. Woerner, Cincinnati City Solicitor, via HAND-DELIVERY

### **CERTIFICATION OF PROPOSED PETITION**

I, Maureen Hood , being duly sworn and cautioned, depose and state as follows:

- 1. I am competent to testify to the matters herein on the basis of my own personal knowledge of the facts.
- 2. I am one of <u>5</u> committee members listed on a Petition for Submission of a proposal referring to the November 4, 2025 general election ballot a Referendum Petition to allow voters to approve or reject Ordinance No. 0097-2025

(the "Petition").

3. Attached to this certification is a true and accurate copy of the petition, which I am filing with the Clerk of Council prior to circulating the petition for signatures so that the City Solicitor may determine the Petition addresses a single subject and meets the requirements as to form required by the City Charter.

Further, affiant sayeth naught.

Executed this <u>A</u>	day of	, 20 <mark>25</mark> .
Signature:	Mut Mullow	f
Printed Name: Maur	een Hood	

Before me, a notary public in and for <u>Hamilton</u> County, State of <u>Ohio</u>, this <u>2</u><sup>a</sup> day of <u>May</u>, 20<u>25</u>, the above named <u>Maureen Hood</u> personally appeared and acknowledged his/her/their signature on the forgoing document.

Notary Public



Jeffrey Adam Levine, Allorney At Law NOTARY PUBLIC - STATE OF CHIO My commission has no supiralien date Sec. 147.03 R.C.

{00397878-2}

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Form No. 6-J Prescribed by Ohio Secretary of State (09-17)

## Referendum Petition Municipality or Home Rule Township

R.C. 504.14, 731.29-.41, 3501.38, 3503.06

Prior to circulation of a referendum petition, a certified copy of the ordinance, measure or resolution sought to be referred must be filed with the City Auditor, Village Clerk or Township Fiscal Officer (home rule township). This petition must be signed by ten percent of the number of electors in the city, village or township who voted for governor at the preceding gubernatorial election and must be filed with the City Auditor, Village Clerk or Township Fiscal Officer within 30 days after the ordinance, measure or resolution was filed with the mayor of a city, was passed by the council of a village or was passed by the trustees of the township.

(NOTE – The below notice must be printed in red.)

# NOTICE – Whoever knowingly signs this petition more than once, signs a name other than his own, or signs when not a legal voter is liable to prosecution.

To the Clerk of Council City Auditor, Village Clerk or Township Fiscal Officer	of the City	e or Township of
Cincinnati, OH 45202 , Ohio:		
We, the undersigned, electors of the	y, Village or Township	of <u>Cincinnati</u> , OH 45202 , Name of City, Village or Township ,
Ohio, respectfully order that Ordinance/Measure	e/Resolution No. 0097-	-2025 , passed by the
Council of this city or village or by the township	trustees on the $\frac{23}{2}$ da	y of April 2025
be submitted to the electors of such city, village	or township for their a	pproval or rejection at the general
election to be held on the 4th day	y of November, 2025	j
The following is a full and correct copy of the nu	mber and title of the or	rdinance, measure or resolution
sought to be referred:		

Ordinance, Measure or Resolution No. 0097-2025

### Ordinance, Measure or Resolution Title:

AMENDING the official zoning map of the City of Cincinnati to rezone the real property located at 2719 Erie Avenue in the Hyde Park neighborhood from CN-P-B, "Commercial Neighborhood Pedestrian - Neighborhood Business District," zoning district to Planned Development District No. 103.

We hereby designate the following petitioners as a committee to be regarded as filing this petition.

COMMITTEE OF NOT LESS THAN THREE PETITIONERS	ADDRESS
Adam Smyth	3701 Ault Park Ave., Cincinnati, OH 45208
Ann Gimbert	3636 Victoria Lane, Cincinnati, OH 45208
Crystal L. Williams	3327 Monteith Ave., Cincinnati, OH 45208
Maureen Hood	2555 Handasyde Ave., Cincinnati, OH 45208
Christopher P. Dietz	1250 Edwards Road, Cincinnati, OH 45208

## Signatures on this petition must be from only one county and must be written in ink.

	Signature	Voting Residence, Street Number and Address	City, Village or Township	County	Date of Signing
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Voting Residence, Street Number and Address	City, Village or Township	County

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### **Circulator Statement**

Signature

25.

Must be completed and signed by the circulator.

l,,	declare under penalty of election falsification that I reside at	the address
Printed Name of Circulator appearing below my signature; that I am	n the circulator of the foregoing petition containing	_signatures;
that I witnessed the affixing of every sign	nature; that all signers were to the best of my knowledge and	belief
qualified to sign; and that every signatur	re is to the best of my knowledge and belief the signature of t	he person
whose signature it purports to be or of a	n attorney in fact acting pursuant to section 3501.382 of the	Revised Code

### WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

### Signature of Circulator

Permanent Residence Address

Date of Signing



## **City of Cincinnati**

**Certified Copy** 

Ordinance: 0097-2025

### File Number: 202500648

Enactment Number: 0097-2025

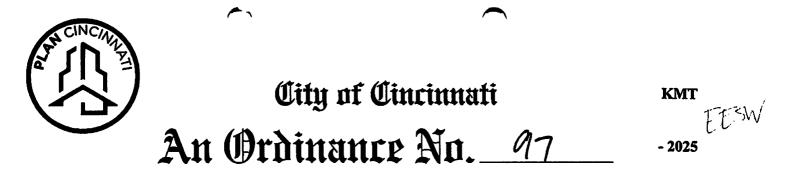
801 Plum Street Cincinnati, OH 45202

**ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/2/2025, **AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 2719 Erie Avenue in the Hyde Park neighborhood from the CN-P-B, "Commercial Neighborhood Pedestrian - Neighborhood Business District," zoning district to Planned Development District No. 103.

I, Jill Bocian, certify that this is a true copy of Ordinance No. 0097-2025, passed by the Cincinnati City Council on 4/23/2025.

Attest: Date





AMENDING the official zoning map of the City of Cincinnati to rezone the real property located at 2719 Erie Avenue in the Hyde Park neighborhood from the CN-P-B, "Commercial Neighborhood Pedestrian – Neighborhood Business District," zoning district to Planned Development District No. 103.

WHEREAS, HPSRD, LLC ("Owner") owns the real property located at 2719 Erie Avenue in the Hyde Park neighborhood ("Property"), which property comprises approximately 1.78 acres and is located in the CN-P-B, "Commercial Neighborhood Pedestrian – Neighborhood Business District," zoning district and Urban Design Overlay District #4, "Hyde Park Square Business District"; and

WHEREAS, the Property currently consists of a mix of one and two story commercial and multi-family residential buildings and a large surface parking lot with adjacent commercial, multi-family residential, and parking uses; and

WHEREAS, the Owner has petitioned the City to rezone the Property from the CN-P-B, "Commercial Neighborhood Pedestrian – Neighborhood Business District," zoning district to Planned Development District No. 103 ("PD-103") to facilitate the construction of a hotel with approximately ninety rooms, a multi-family residential structure with approximately 120 residential units, commercial spaces, and an underground parking garage, and the renovation of an existing mixed-use structure ("Project"); and

WHEREAS, the Owner has sufficient control over the Property to affect its proposed plan and construct the Project; and

WHEREAS, the Owner has submitted a concept plan and development program statement for PD-103, which documents describe the land use and development regulations that will govern the development and conform with the requirements of Cincinnati Municipal Code Section 1429-09; and

WHEREAS, the Project is compatible with surrounding land uses, will create additional housing units and commercial spaces for the Hyde Park neighborhood, will attract new residents and visitors to the Hyde Park Square Business District, and will improve off-street parking in the neighborhood; and

WHEREAS, following the proposed rezoning, the Property would remain within Urban Design Overlay District #4, "Hyde Park Square Business District," and the Project would remain subject to the provisions of the Urban Design Overlay District, as applicable; and

WHEREAS, on March 7, 2025, the City Planning Commission approved the rezoning of the Property from the CN-P-B, "Commercial Neighborhood Pedestrian – Neighborhood Business District," zoning district to PD-103, with certain conditions related to the location of a curb cut

and the buildings' massing, including a design adjustment to visually break the rear façade of the multi-family building into two distinct structures, upon a finding that: (i) the Owner's concept plan and development program statement are consistent with applicable plans and policies and are compatible with surrounding development; (ii) the concept plan and development program statement enhance the potential for superior urban design in comparison with the development under the base district regulations that would apply if the plan were not approved; (iii) deviations from the base district regulations applicable to the Property at the time of the Owner's application are justified by compensating benefits of the concept plan and development program statement; and (iv) the concept plan and development program statement include adequate provisions for utility services, refuse collection, open space, landscaping and buffering, pedestrian circulation, traffic circulation, building design, and building location; and

WHEREAS, the proposed rezoning is in accordance with the "Live" and "Compete" Initiative Areas of Plan Cincinnati (2012), which includes the action step to "[i]mprove the quality and number of moderate to high-income rental and homeowner units" (page 165), the goal to "[c]ultivate our position as the most vibrant and economically healthiest part of our region" (page 114), the strategy to "[t]arget investment to geographic areas where there is already economic activity" (page 115), and the action step to "[f]ocus development on the existing centers of activity" (page 116); and

WHEREAS, the proposed rezoning is in accordance with the Hyde Park Plan (1983), which includes the goal to "[e]ncourage through higher density development and more efficient utilization of space within the existing business district, the further growth of all uses (residential and commercial)" (page 45), and the goal to "[e]ncourage the mix of uses in the square (i.e., multi-family residential, office, neighborhood commercial, regional commercial, public facilities, etc.)" (page 45); and

WHEREAS, the proposed rezoning is in accordance with the Hyde Park Square NBD Urban Design Plan (1984), which includes the goal to "[m]aintain and enhance economic vitality of the Hyde Park Square business environment" (page 15), and the goal to "[m]aintain and improve housing conditions" (page 16); and

WHEREAS, a committee of Council held a public hearing on the proposed rezoning of the Property following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved the rezoning as recommended by City Planning Commission, finding it in the interest of the general public's health, safety, morals, and welfare; and

WHEREAS, the Council resolves to rezone the Property from the CN-P-B, "Commercial Neighborhood Pedestrian – Neighborhood Business District," zoning district to PD-103 finding it to be in the interest of the public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That Council hereby adopts as its own independent findings the Cincinnati

Planning Commission's findings that the planned development proposed by HPSRD, LLC for the

real property generally located at 2719 Erie Avenue ("Property") in the Hyde Park neighborhood as shown on the map attached hereto as Attachment A and incorporated herein by reference conforms to the requirements of Cincinnati Municipal Code Sections 1429-05, 1429-09, and 1429-11.

Section 2. That the shape and area of the City's official zoning map in the location of the Property, which real property is identified on the map attached hereto as Attachment A and made a part hereof, and which real property is more particularly described on Attachment B and incorporated herein by reference, is hereby amended from the CN-P-B, "Commercial Neighborhood Pedestrian – Neighborhood Business District," zoning district to Planned Development District No. 103 ("PD-103").

Section 3. That the development program statement, attached hereto as Attachment C and incorporated herein by reference, the concept plan, attached hereto as Attachment D and incorporated herein by reference, and the City Planning Commission's recommended conditions, attached hereto as Attachment E and made a part hereof, are hereby approved. The approved concept plan, development program statement, and Planning Commission conditions shall govern the use and development of the subject Property during the effective period of PD-103.

Section 4. The Property remains within Urban Design Overlay District #4, "Hyde Park Square Business District," and development on the Property remains subject to the provisions of the Urban Design Overlay District during the effective period of PD-103, as applicable.

Section 5. That should PD-103 lapse pursuant to provisions of Cincinnati Municipal Code Chapter 1429, "Planned Development Districts," the Property shall revert to the CN-P-B, "Commercial Neighborhood Pedestrian – Neighborhood Business District," zoning district in effect immediately prior to the effective date of PD-103 and shall remain within Urban Design Overlay District #4, "Hyde Park Square Business District." Section 6. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

4

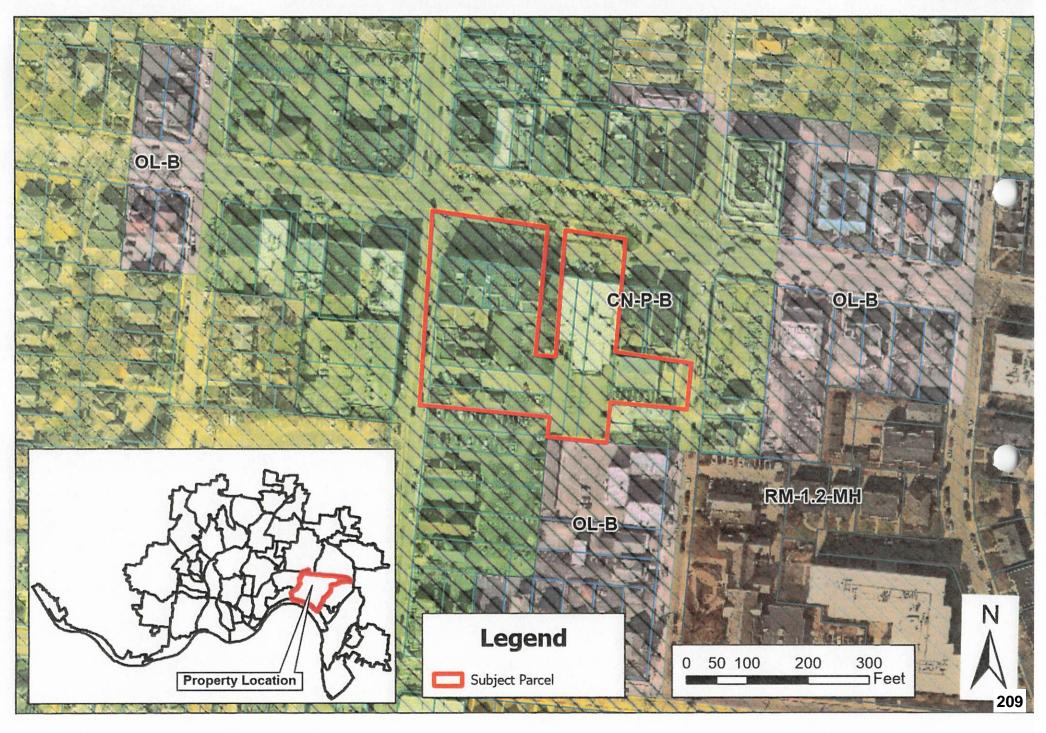
April 23 Passed: 2025

Attest: Clerk

Aftab Pureval, Mayor

I HEREBY CERTIFY THAT ORDINANCE NO 97.7075 WAS PUBLISHED IN THE CITY BULLETIN IN ACCORDANCE WITH THE CHARTER ON 5/14/2025 William Hate CLERK OF COUNCIDE

## A Proposed Zone Change from CN-P-B to Planned Development (PD) at 2719 Erie Avenue in Hyde Park



Date: October 25, 2024 Description: HPSRD, LLC, 3439 Michigan, LLC & 2713 Erie, LLC Rezoning

Location: City of Cincinnati Hamilton County, Ohio bayer becker

Situated in Section 27, Town 4, Fractional Range 2, Between the Miamis, The City of Cincinnati, Hamilton County, Ohio and being 2.548 acres to be rezoned to Planned Development (PD) and further described as follows:

Begin at the intersection of the centerline of Erie Avenue (160') and the centerline of Edwards Road (60'), said intersection being the **True Point of Beginning**;

thence, from the True Point of Beginning, departing the centerline of said Edwards Road and with the centerline of said Erie Avenue, South 81° 08' 18" East, 200.39 feet;

thence, departing the centerline of said Erie Avenue, South 05° 16' 50" West, 212.94 feet;

thence, South 84° 27' 10" East, 30.00 feet;

thence, North 05° 16' 50" East, 66.00 feet;

thence, North 84° 27' 10" West, 2.00 feet;

thence, North 05° 16' 50" East, 145.32 feet to the centerline of said Erie Avenue;

thence, with the centerline of said Erie Avenue, South 81° 08' 18" East, 102.54 feet;

thence, departing the centerline of said Erie Avenue, South 05° 18' 23" West, 190.05 feet;

thence, South 81° 08' 18" East, 125.25 feet to the centerline of Michigan Avenue (50');

thence, with the centerline of said Michigan Avenue, South 05° 18' 23" West, 75.83 feet;

thence, departing the centerline of said Michigan Avenue, North 81° 31' 03" West, 125.20 feet;

thence, South 05° 18' 23" West, 72.69 feet;

thence, North 84° 27' 10" West, 100.18 feet;

thence, North 05° 16' 50" East, 33.52 feet;

thence, North 84° 27' 10" West, 230.00 feet to the centerline of said Edwards Road;

thence, with the centerline of said Edwards Road, North 05° 16' 50" East, 325.02 feet to the **True Point** of Beginning containing 2.548 acres of land, more or less.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

The above description is a complete, proper and legal description of the property by deeds and plats of record.

Jeffrey O. Lambert Registered Surveyor #7568 in the State of Ohio

Red 1985 Maria ang aktor sa Kasalan Sang ang aktor sa Kasalan

De ...opment Program Statement Hyde Park Square Mixed-Use Development November 2024

## Hyde Park Mixed-Use Development Program Statement



November 2024 Revised December 2024

1



## **Development Vision Statement**

Once the bustling pulse of Cincinnati's east side, Hyde Park Square now feels paused in mid-sentence, a story interrupted. The last Community Plan created for Hyde Park Square was developed forty years ago. At that time, the square thrived across 120,000 square feet of commercial space, nurturing over 150 businesses, supporting more than 800 jobs, and generating an impressive \$68 million in annual sales (\$214 million current value). Yet today, while the charming facades and tree-lined sidewalks remain, the energy and economic force of Hyde Park Square have faded. As time and demographic shifts march on, Hyde Park finds itself lagging, unable to meet modern expectations for amenities and vibrant communal spaces.

Our proposed redevelopment on Hyde Park Square aims to do more than build structures; it's about reinvigorating the heart of the neighborhood. This vision fuses historical charm with contemporary functionality, creating a mixed-use hub that seamlessly blends residential life, hospitality, retail, and green space. This reimagined urban tapestry invites residents and visitors alike to linger, live, and rediscover a place where Hyde Park Square's heartbeat is once again felt.

### The Boutique Hotel: Reclaiming Economic Momentum

Imagine a boutique hotel with up to 90 rooms, where each room invites guests to experience Hyde Park's essence. Nationally, boutique hotel guests spend 30-50% more than at standard hotels, infusing local businesses with revenue. Nearby shops and restaurants could see sales jump by as much as 20%, according to Highland Group studies, reinvigorating the area. Picture an ambiance curated with local art, dishes crafted from regional ingredients, and a hospitality experience that is uniquely Hyde Park. A boutique hotel would amplify the neighborhood's character, giving visitors a reason to return while sustaining the economic vitality of nearby businesses.

Consider this: 90 rooms at a 70% occupancy rate translates into over 20,000 guests annually, new customers for Hyde Park's boutiques and eateries, fueling year-round energy and growth. This model aligns with PwC findings, which show that boutique hotels serve as venues for community events, creating further opportunities for local engagement and income. This hotel would also embed itself into the local economy through weddings, family reunions, and neighborhood events, becoming a core part of Hyde Park Square's social fabric.

### A Central Park to Gather and Connect

Our redevelopment places a park at the center—not merely green space but a thoughtfully crafted area for gathering. It's where families can picnic, children play, and the neighborhood gathers throughout the seasons. This park will function as Hyde Park Square's modern "town square," accessible to all, a green sanctuary within urban life. It's more than an aesthetic addition; it's a tangible commitment to enhancing the quality of life for the community. This investment in public space will strengthen Hyde Park Square's role as a gathering place, adding vitality to the entire redevelopment.

### **Multi-Family Housing: Meeting Long-Standing Needs**

The last community plan for Hyde Park Square identified the need for diverse housing options, including multi-family residences catering to a range of people from young professionals to retirees. Yet, four decades later, Hyde Park has seen a minimal expansion in the total number of homes in the area. Our project addresses this gap with 165,000 square feet of new residential homes that will be designed to honor Hyde Park Square's architectural character while providing modern amenities. These homes will foster a walkable, community-oriented lifestyle, meeting a long-neglected need in the neighborhood.

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We'll also restore the historic L'Alaise Building alongside these new homes, re-introducing roughly 35,000 square feet of residential homes that preserve history while breathing new life into this iconic structure. This approach balances new growth with a deep respect for Hyde Park Square's storied past, contributing to a more inclusive and dynamic neighborhood.

#### Addressing Parking and Traffic: A Modern Solution for an Evolving Square

In the early 1980s, Hyde Park Square's roads saw upwards of 10,000 cars per day, a figure that has since slightly decreased. However, car ownership per household has increased by 15% since then, according to the Federal Highway Administration. This means more vehicles on local streets overall, with increased density impacting the neighborhood even as fewer cars pass through daily. Despite this shift, parking availability around the square remains largely unchanged, leaving the area in need of modern solutions. To address these challenges, we propose an underground parking garage offering safe and convenient parking that alleviates street congestion and allows for smoother pedestrian and vehicle flow. By addressing today's parking and traffic demands, we aim to help Hyde Park Square welcome a new generation of residents, businesses, and visitors, all while reclaiming the space's historic role as a vibrant, accessible community center.

#### Bringing the Vision Together: A Future Rooted in Heritage

This redevelopment is about connection, bridging Hyde Park Square's past with its future, and revitalizing the square as a living, thriving community center. Over the last 40 years, Hyde Park Square has seen shifts but little transformation; the potential has been present, but the progress has been paused. Our proposal is not just about adding buildings—it's a blueprint for Hyde Park Square's revival. This vision will empower business growth, attract new residents, and create a welcoming, vibrant neighborhood for everyone.

Our development plan isn't just about preserving history; it's about creating a new legacy, investing in a community where tradition meets innovation, and where Hyde Park's future is as bright as its past. Now is the moment to bring Hyde Park Square back to its full potential, making it a place where memories are made, and economies thrive—a revitalized heart for a timeless neighborhood.



### Community-Driven Development: Listening to Hyde Park

As part of the Hyde Park Square redevelopment process, HPSRD, LLC prioritized engaging the community at every step to date. We will continue this process as we develop the final plans, ensuring the development aligns with the neighborhood's vision and needs. Through a comprehensive survey that garnered over 900 responses, residents, business owners, and concerned citizens were invited to share their thoughts on what Hyde Park Square is missing and how the proposed development could fill those gaps.

Key findings from the first survey revealed:

- **71.81%** of the 900+ respondents identified as Hyde Park residents, highlighting the strong local interest in shaping the future of their neighborhood.
- When asked what Hyde Park Square lacks, **55.83%** indicated the need for new restaurants and dining options, while **42.64%** identified improved parking and pedestrian access as essential.
- Additionally, **76.96%** of respondents indicated that the current selection of restaurants, retail, and ground-floor businesses on Hyde Park Square does not fully meet the high standards associated with Hyde Park.

### **Community Meetings and Open Office Hours**

In addition to the survey, HPSRD, LLC attended multiple community council meetings, established a working group of leaders around Hyde Park, and held open office hours for Q&A with the HSRD team. These sessions allowed for direct dialogue between the development team and the community, fostering transparency and collaboration. Meetings included discussions with the Hyde Park Neighborhood Council (HPNC) to gather feedback on key components of the conceptual design, including building height, parking, and the inclusion of a boutique hotel.

Key dates and events in the engagement process:

- August: Project team introduction and community survey kickoff, collecting over 900 responses.
- September: The initial site concept was revealed based on community feedback.
- October: Focused discussions on height and hospitality components, followed by development team office hours on October 15 and 18.
- October 29: Neighborhood-wide meeting led by HPNC.
- **November 5**: Preliminary planned development (PD) request support was requested from the HPNC.

As of November 1<sup>st</sup>, 2024, the development team has spent 18+ hours of community engagement, not including staff time spent on creating and distributing the survey, analyzing survey results, and adjusting architecture presentations.

- 7.5 hours of time spent at HPNC
- 4.5 hours of hosting office hours
- 2.5 hours participating in special HPNC meeting
- 1.5 hours with HPNC zoning committee
- 2 hours with established working group

The development team has also utilized media relations to notify the community, including outreach to various publications resulting in news stories in print, digital, and on camera.

velopment Program Statement Hyde Park Square Mixed-Use Development November 2024

#### Addressing Community Concerns

Through these engagements, several critical areas of concern were identified, including parking, traffic, building height, and maintaining the neighborhood's character.

- **Parking and Traffic**: 26% of survey respondents cited parking as a primary concern, while 29% pointed to traffic issues. To address these, the development intends to include an underground parking garage with upwards of 300 spaces to alleviate street parking congestion and enhance pedestrian flow around the square.
- **Building Height and Density**: While 40% of respondents were concerned about design and character and 8% about density, the project's height adjustments were made to accommodate parking needs and are designed to align with recently constructed precedent buildings in the area. Approximately 53% of the respondents surveyed supported the increased height to allow for public parking to be developed.
- **Support for the Boutique Hotel**: Survey results show that approximately **53%** of respondents support the inclusion of a boutique hotel, further indicating the community's desire for enhanced dining and hospitality options in the area.

By taking community feedback into account at every phase, HPSRD, LLC is committed to ensuring that the proposed redevelopment enhances the vibrancy of Hyde Park Square while maintaining the historical charm and character that residents cherish.

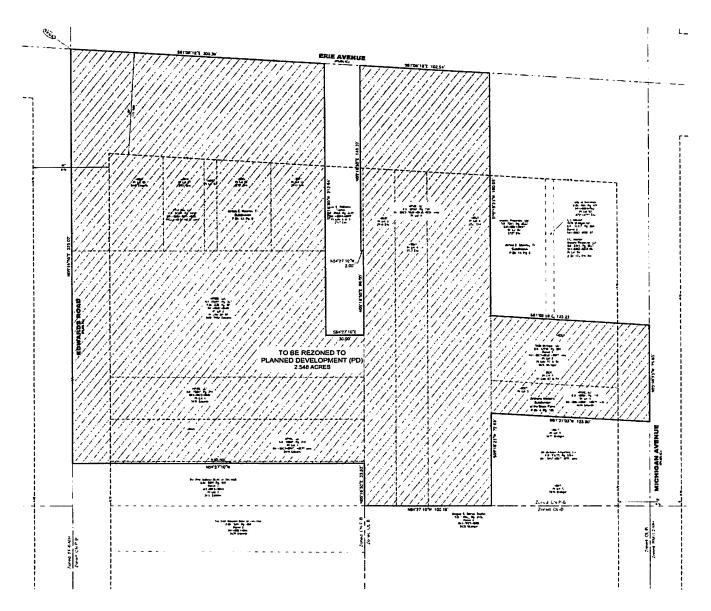


Lyde Park Square Mixed-Use Development November 2024

## **Plan Elements**

### **Location of Site**

The proposed Hyde Park Square (HPS) Mixed-Use Development is uniquely situated in the southeastern corner of one of Cincinnati's most treasured intersections: Erie Avenue and Edwards Road. Framed by Erie Avenue to the north, Edwards Road to the west, Michigan Avenue to the east, and additional properties to the south, this assemblage of sites forms the foundation for Hyde Park's next chapter. This location, at the heart of Hyde Park Square, is steeped in history yet primed for modern transformation.



#### Legal Description, Ownership & Property Addresses

The development site consists of multiple contiguous parcels located within the southeast quadrant of the Hyde Park Square business district. These parcels, under the ownership of HPSRD, LLC, are bounded by Erie Avenue to the north, Edwards Road to the west, Michigan Avenue to the east, and neighboring properties to the south. HPSRD, LLC holds sole ownership and title to all included parcels, each listed individually below, with corresponding property addresses and legal descriptions.

Address	Parcel ID #
3434 Edwards Rd.	041-0003-0075
3434 Edwards Rd.	041-0003-0045
3436 Edwards Rd.	041-0003-0039
3438 Edwards Rd.	041-0003-0036
3440 Edwards Rd.	041-0003-0036
3442 Edwards Rd.	041-0003-0036
3446 Edwards Rd.	041-0003-0035
3448 Edwards Rd.	041-0003-0035
2701 Erie Ave.	041-0003-0034
2707 Erie Ave.	041-0003-0033
2709 Erie Ave.	041-0003-0032
2711 Erie Ave.	041-0003-0031
2713 Erie Ave.	041-0003-0031
2719 Erie Ave.	041-0003-0030
2721 Erie Ave.	041-0003-0029
2723 Erie Ave.	041-0003-0029
2725 Erie Ave.	041-0003-0028
3439 Michigan Ave.	041-0003-0057
3449 Michigan Ave.	041-0003-0026

HPSRD, LLC intends to consolidate the existing parcels into 2-3 distinct parcels, with boundaries and dimensions aligned with the primary uses of the proposed development.

#### **Description of Proposed Land Uses, Phases & Buildings**

The development site, encompassing approximately 1.78 acres, will undergo redevelopment in three (3) distinct components, with uses that largely align with the Cincinnati CN-P zoning currently designated for the site. This Planned Development ("PD") includes expanding the underlying CN-P zoning to include hotel use and increase height maximums. The height adjustments are necessary both to meet the cost demands of the proposed underground parking structure and to harmonize with the surrounding precedent buildings, which exceed the underlying CN-P limits and have been newly constructed since the original Hyde Park Square plan was enacted.

#### Component 1

Component 1 includes the construction of an underground parking garage beneath the site, accommodating approximately 300 – 350 parking spaces for the development and neighborhood use. This garage, accessible via a vehicular ramp, pedestrian stairs, and elevators, will incorporate a mechanical ventilation system and fire suppression. Stormwater detention will be managed within the garage's plumbing system, linking to the existing combination sewer on Michigan Avenue. The garage roof will form the foundation for the new private drive and public plaza, designed to support stormwater runoff and landscaped areas.



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## Component 2

Component 2 will renovate the existing structure at the southeast corner of Edwards Road and Erie Avenue, known as the A L'aise Building, which currently offers approximately 10,000 square feet of retail space on the ground floor and 35,000 square feet of market-rate residential homes on the upper floors. Renovations will upgrade the building's mechanical, electrical, and plumbing systems and interior finishes to enhance its functionality and appeal.

#### **Component 3**

Component 3 involves the construction of two (2) mixed-use buildings, combining residential and hotel uses, with a central outdoor plaza and park space:

- Building 1 (Residential): Located on the southern portion of the site and bordered by Edwards Road, Michigan Avenue, and the new private drive, this building will feature 11,000 square feet of ground-floor retail along Edwards Road. Above, approximately 120,000 square feet will be dedicated to market-rate residential homes, offering resident amenities such as a fitness center, outdoor terraces, and a pool.
- **Building 2 (Hotel)**: Fronting Erie Avenue, this building's primary entrance will be situated along the new private drive to the south. It will include retail space and a hotel lobby on the first floor, with the upper floors containing approximately 50,000 square feet of hotel rooms and guest amenities. A rooftop restaurant with an outdoor terrace will provide panoramic views of Hyde Park Square, enhancing both community engagement and the hotel's appeal.

The Three Components are intended to run consecutively and will likely overlap, especially between Components 2 and 3. The overall schedule is approximately 24 months.

#### Density

The development site concept is designed to accommodate a total of approximately 266,000 GSF of commercial development with a square footage not to exceed 355,000 GSF. The development is broken down to the following potential uses:

Program	Concept	Maximum Total
Total Development Area	266,000 sf (approx.)	355,000 sf
Multi-Family Rental Apartments	155,000 sf	250,000 sf
Hotel	50,000 sf	60,000 sf
Office	0 sf	10,000 sf
Commercial / Retail / F&B	37,000 sf	40,000 sf
Parking Facilities	Approx. 300 spaces	Approx. 350 spaces

The final allocation will be subject to market demands but will remain within these density parameters to ensure the site effectively meets residential and commercial needs.

#### Pedestrian Circulation Systems and Open Space

The development will prioritize pedestrian access and open space, ensuring a seamless and welcoming environment for residents and visitors. Existing sidewalks at the site will remain unchanged or be widened to improve the overall pedestrian experience. The newly constructed internal road will include a minimum of 5-foot-wide sidewalks, enhancing walkability throughout the development. A new "pocket park" and courtyard will serve as a central anchor of the development, designed to be a vibrant gathering place for

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pedestrians. This space will feature a combination of landscaping, site lighting, and visual elements to create an inviting atmosphere for casual and community-oriented use.

The total area of the property is 1.78 acres and the concept program includes 25% of open space. The development intends to retain 5 - 35% of open space.

#### Parking

The development's initial phase will include a parking garage that serves residents, hotel guests, and the public. In addition, existing street parking will be maintained where possible to accommodate commercial patrons and residents.

#### Minimum Parking Ratios\*

Apartment Parking Spaces Retail / Restaurants Office Hotel 1 / Unit 1 / 200 SF (1<sup>st</sup> 200 SF exempt) 1 / 400 SF 1 / Room

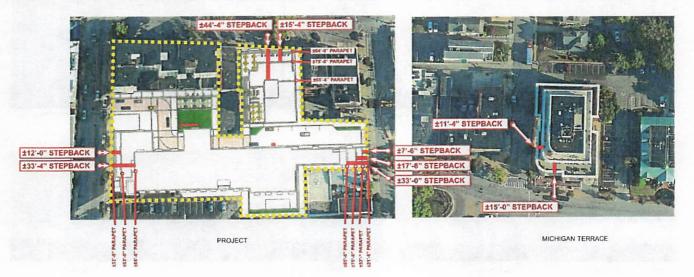
\*ADA parking spaces will comply with the 2024 Ohio Building Code.

The following minimum dimensions will apply for all publicly accessible parking stalls:

- Stall width: 8.5 feet
- Stall size: 160 square feet
- Access drive width: 20 feet wide

#### Setbacks

At street level, there is a zero (0) feet setback requirement in this zoning district to encourage activity and make the streetscape more pedestrian friendly. Both buildings will step back up to 16 feet at the upper levels, similar to the existing Michigan Terrace property. A new 10 foot wide utility easement will create another setback along the South property line.

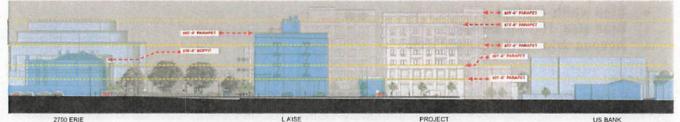


#### **Building Heights**

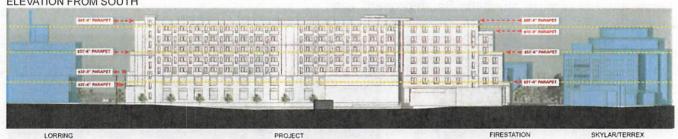
Phase 3 of the proposed development will include two (2) mixed-use buildings with a maximum height of up to seven (7) stories, reaching 85.5 feet. However, due to strategic setbacks, both buildings will only rise to five (5) stories at the street line, thereby ensuring compatibility with the surrounding structures and streetscape. This approach aligns the visual massing with existing buildings while still accommodating the necessary height to support the development's economic viability and underground parking. Refer to the submitted plans for detailed sections that provide height specifications for each building's frontage.



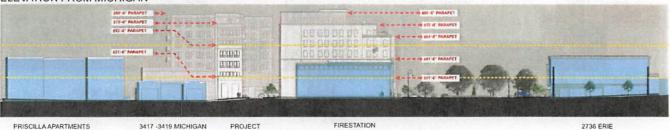
ELEVATION FROM EDWARDS



ELEVATION FROM SOUTH

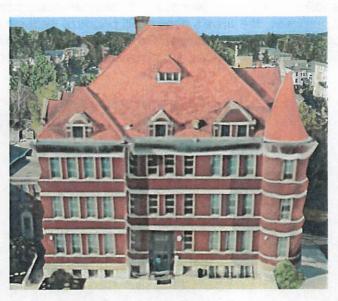


ELEVATION FROM MICHIGAN



De. Jopment Program Statement Hyde Park Square Mixed-Use Development November 2024

For context, the tallest building in the area is the Hyde Park School located one block south on the Northwest corner of Edwards and Observatory. The 4.5-story structure reaches ~100 feet at the gable peak.



#### Landscaping

Landscaping will be incorporated into available open spaces, including areas surrounding buildings, courtyards, and along streets. Street trees will be planted where feasible, ensuring the development remains green and aesthetically pleasing while accommodating other essential land uses.

#### **Refuse Collection**

All trash and waste facilities will be located on-site, strategically placed to minimize visibility and impact on residents and hotel patrons. Waste from the hotel and residential tenants will be stored within the respective buildings and collected from designated pick-up points along Michigan Avenue or the new internal road. Commercial trash will also be stored within the development and collected via Michigan Avenue or the internal road.

#### Fire Department Access

The developer will coordinate with the Cincinnati Fire Department to ensure all emergency access requirements are met. Proper fire safety facilities will be integrated into the design, including access points and on-site provisions that adhere to public safety standards.

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#### Internal Private Drive

A new internal drive will be designed to serve the development and provide additional connection points to tie all parts of the site into the existing neighborhood network. This private drive will look and feel like a city street, featuring sidewalks, planted tree lawns, and pedestrian-scale streetlamps. While accessible to vehicles for emergency purposes, the drive's design will prioritize pedestrian safety and comfort. It is envisioned as an inviting connector between Edwards Rd. and Michigan Ave. Special treatments at select corners, such as landscaped areas or public art installations, will further enhance the pedestrian experience.



#### Geotechnical

A comprehensive geotechnical report will be submitted with the Final PD application. This report will outline all necessary considerations for subsurface conditions, ensuring the development's structural integrity and compliance with city regulations.

#### Stormwater

On-site stormwater detention facilities will be constructed to manage runoff in accordance with Metropolitan Sewer District (MSD) standards. Roof drains will direct water into a detention system located under the parking garage, which will subsequently outlet into the existing public storm infrastructure on Michigan Avenue.

## Sanitary

Existing sanitary mains on Erie Avenue, Edwards Road, and Michigan Avenue will serve the development. Coordination with MSD will ensure proper sanitary services. Additionally, the project will reroute a private sewer from the southern portion of the site and reconnect it to the combination sewer along Michigan Avenue.

## Traffic Control

On October 4, 2024, the developer met with the City of Cincinnati's Department of Transportation & Engineering (DOTE) to introduce the project and discuss traffic-related considerations. Topics covered included:

- The requirement for a Traffic Impact Study (TIS) includes the potential addition of a left turn from Edwards Road.
- Curb height adjustments to align with DOTE standards.
- Considerations for on-street parking.

The developer will continue to work closely with DOTE and a traffic engineering consultant to prepare the TIS in anticipation of the Planning Commission meeting.

#### Water

Existing water mains within Edwards Road, Erie Avenue, and Michigan Avenue will serve the development. The developer has already requested water service availability from Greater Cincinnati Water Works (GCWW) and will continue coordinating with GCWW to ensure proper water service connections.

#### **Electric & Natural Gas**

Electric and natural gas service mains currently exist within the rights-of-way on Edwards Road, Erie Avenue, and Michigan Avenue. The developer will work with the appropriate utility providers to ensure seamless service integration for the project.

#### **Telephone, Internet and Video Services**

The developer will coordinate with local telecommunications and service providers to ensure all necessary telephone, internet, and video services are available and efficiently connected to the development.

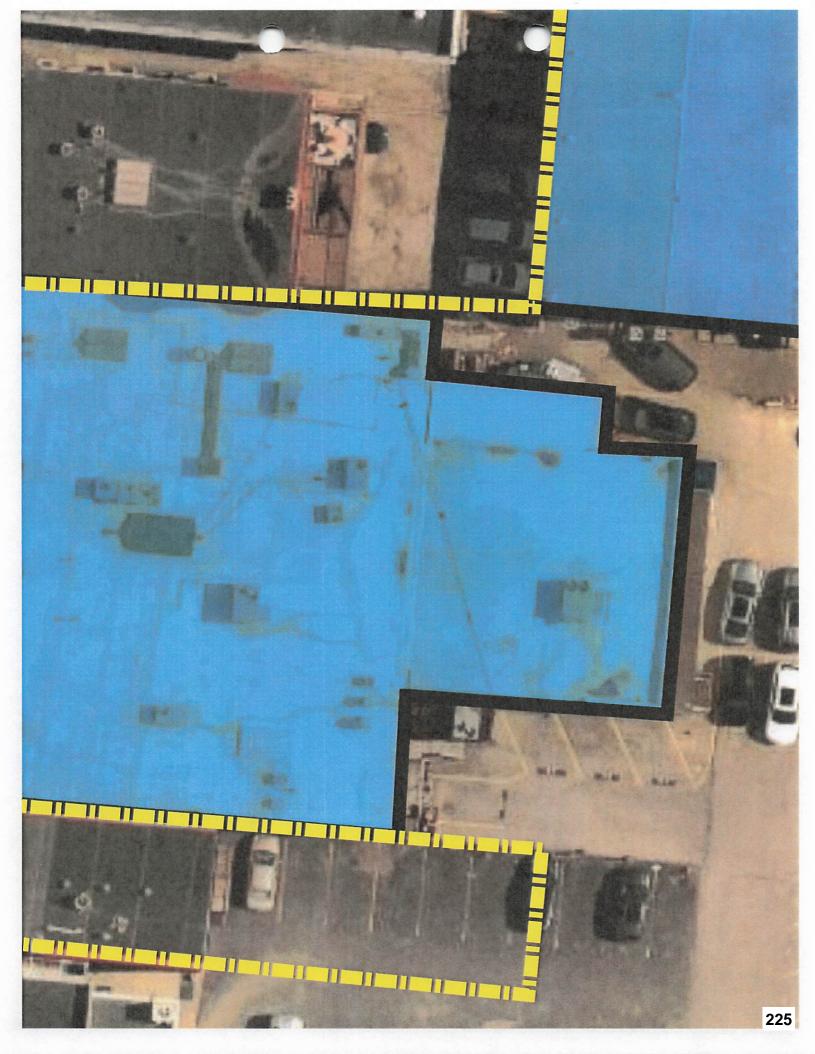
## **Exterior Lighting**

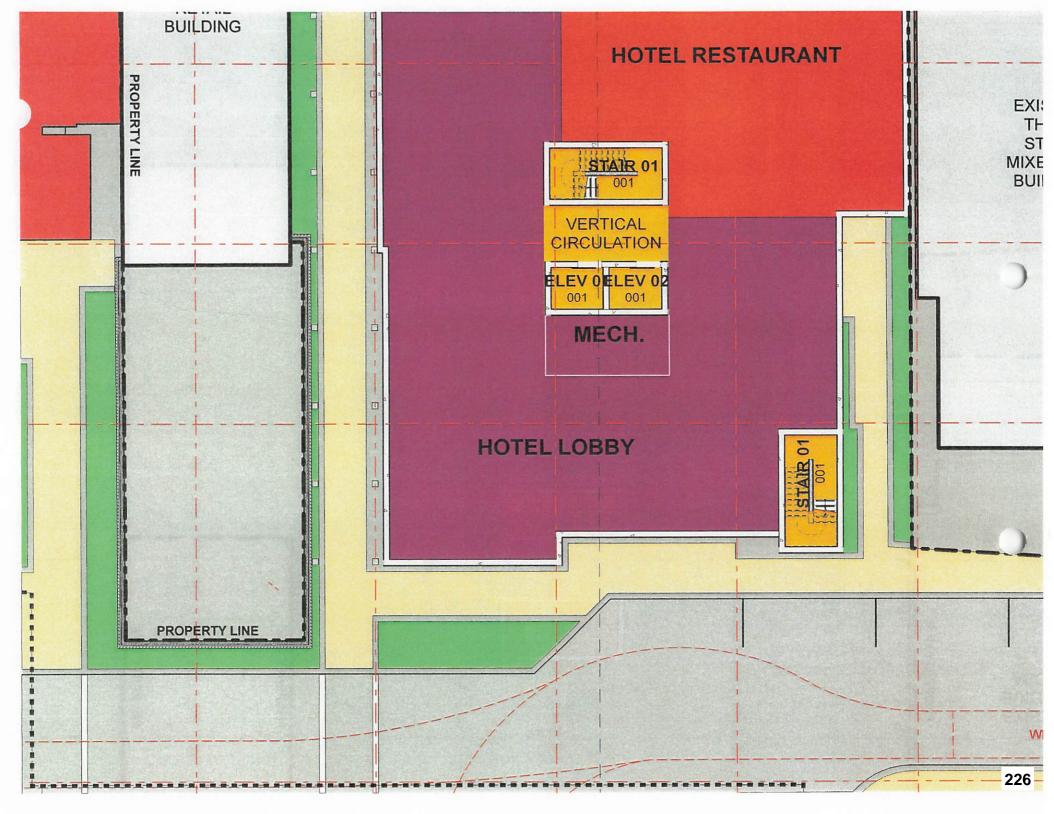
All exterior light sources will be shielded to prevent light from spilling onto adjacent properties and public rights-of-way. Building façade lighting will be mounted in appropriate locations on the building or within landscaped areas, using directional lighting to enhance architectural features without causing light pollution.

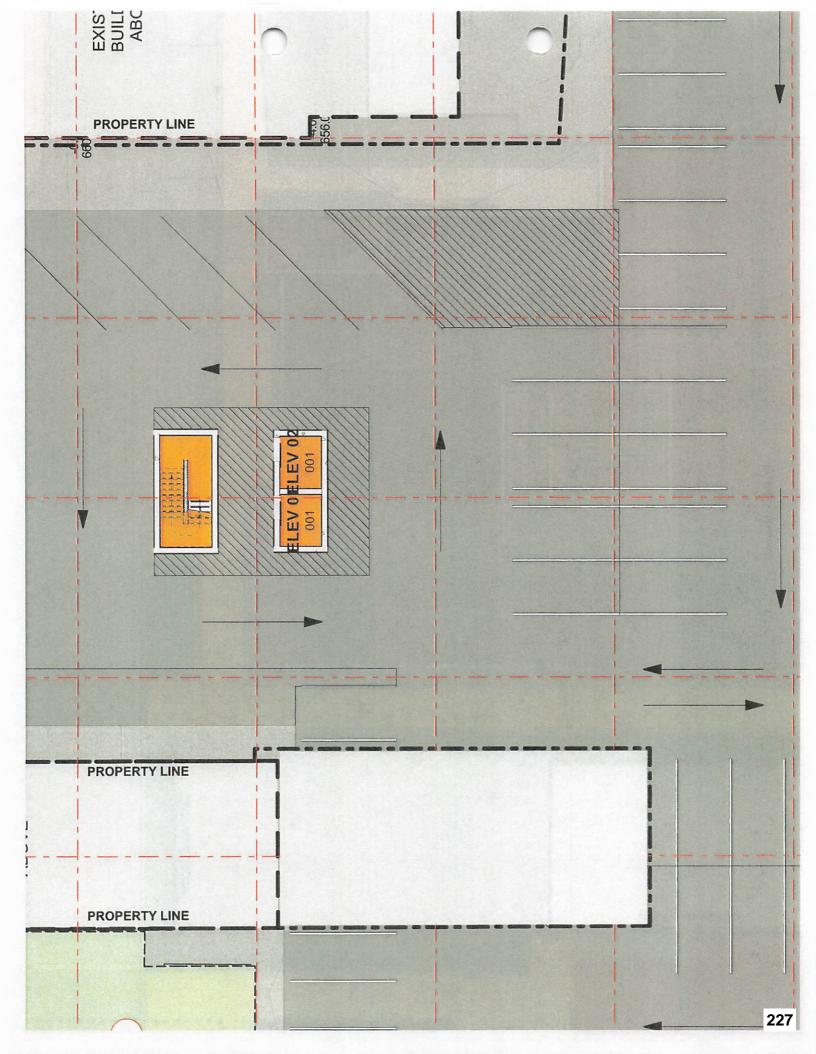
#### Signage

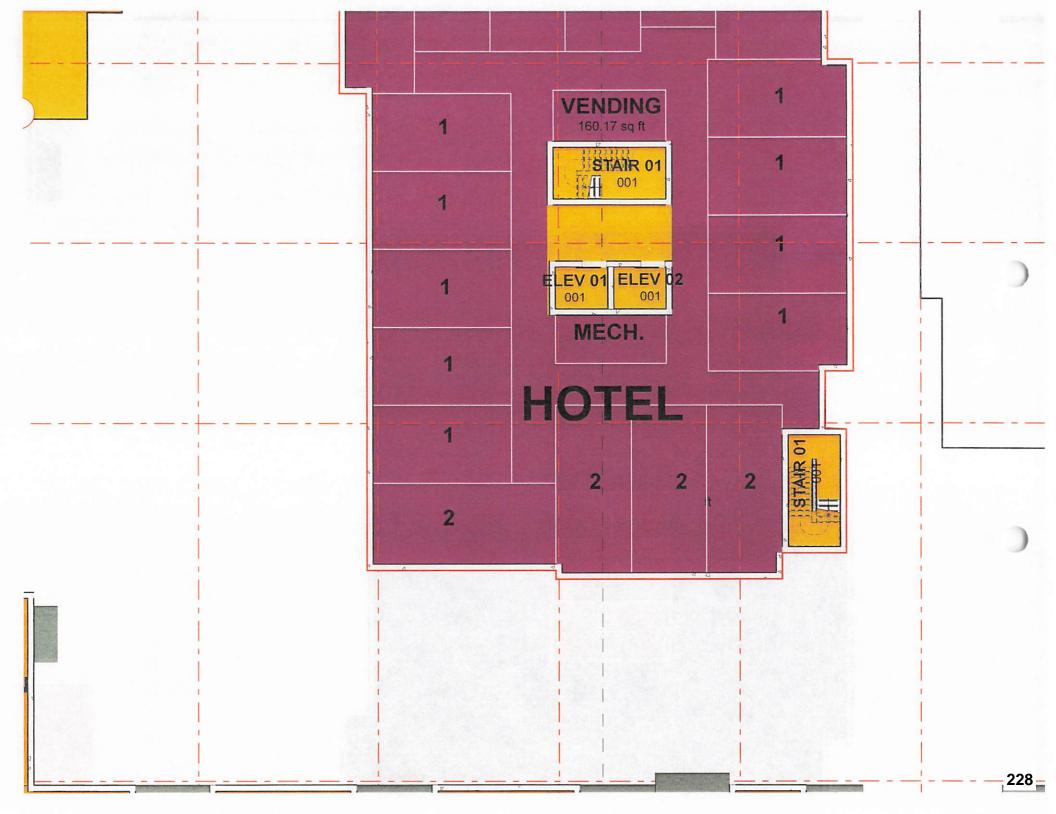
The development will feature building identification signage as well as tenant-specific signage, and signage will follow the CN-P zoning district standards. A comprehensive signage program will be submitted with the Final Development application for approval.





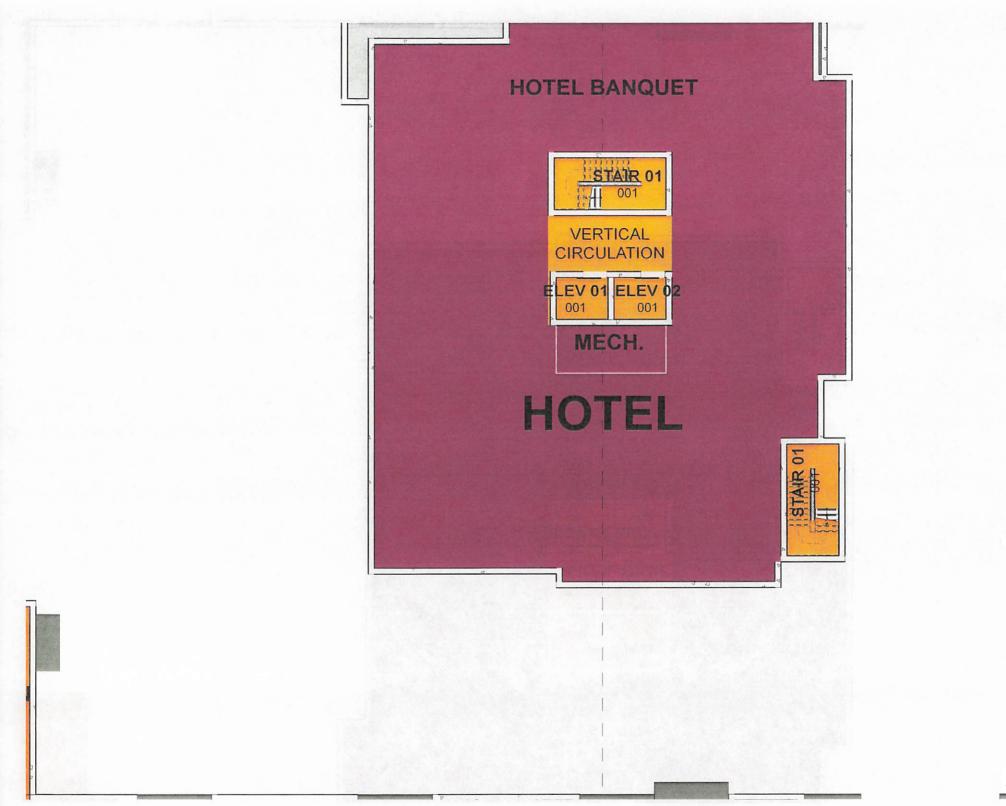


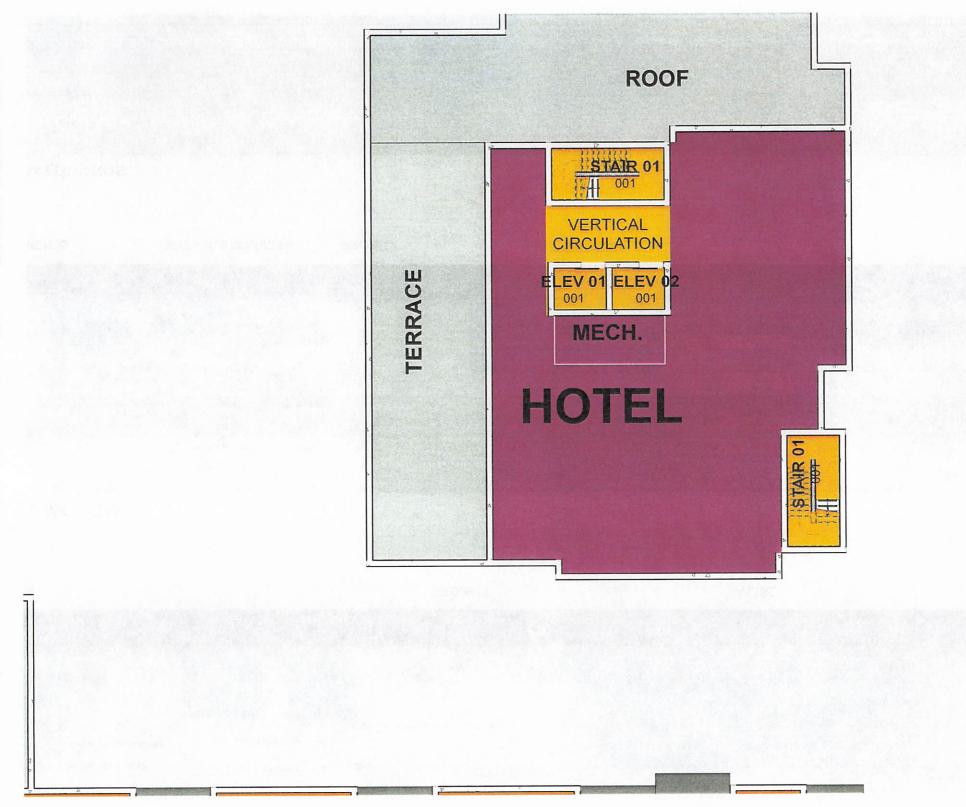










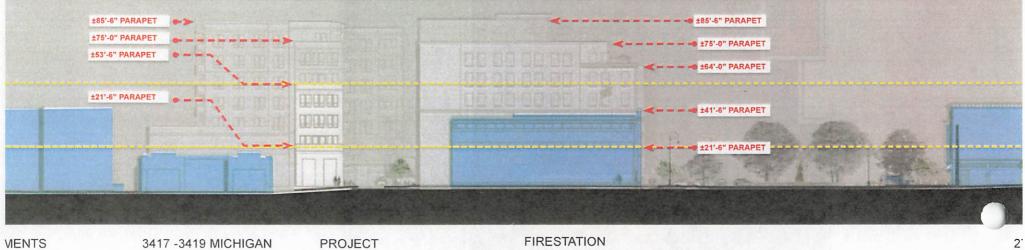




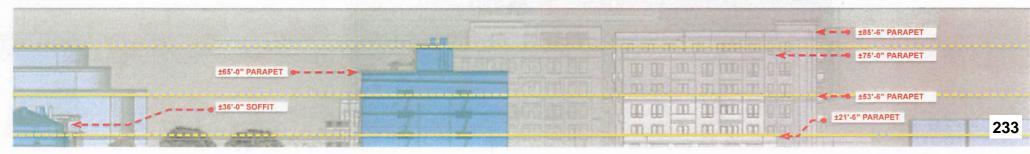
PROJECT

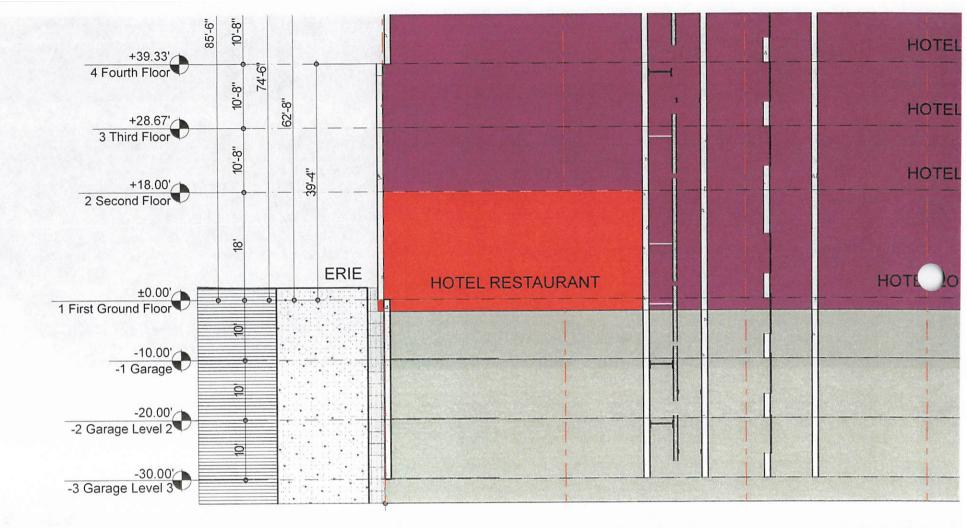
A L'ISE

# **M MICHIGAN**



**M EDWARDS** 







## **Exhibit E**

To the extent that the concept plan and development program statement contained in attachments C and D to this ordinance are inconsistent with the following regulations, these regulations shall control.

## 1. Rear Massing & Scale Adjustments

Our Final PD submission will incorporate design adjustments that visually break the rear façade into two distinct structures, addressing scale and massing concerns while ensuring the project aligns with the surrounding neighborhood. Further refinements will be subject to additional community input during the Final PD engagement process.

## 2. Curb Cut Relocation for Traffic Safety

Our Traffic Impact Study (TIS) is now complete and has confirmed necessary refinements to be made in our Final PD plan, as expected in our public engagement sessions.

The existing curb cut on Edwards is currently further south than shown in our concept plan. Based on recommendations from DOTE and traffic engineers, our Final PD design will relocate the curb cut further south to align with the existing curb cut at the site.

To improve traffic flow and pedestrian safety, we request that the City and DOTE allow for potential street meter adjustments recommended to help alleviate congestion during school pickup and drop-off. Additionally, we support incorporating restriping adjustments depicted in the final TIS findings.

We will also work alongside the community to advocate for enhanced pedestrian safety. Specifically, we are prepared to provide design and labor assistance if the City supplies HAWK crossing beacons on Erie Avenue to ensure safer crossings.



# April 30, 2025

To:	Mayor and Members of City Council	202500889
From:	Sheryl M.M. Long, City Manager	
Subject:	Emergency Legislative Resolution: 2026 Property Tax Milla	age

Submitted herewith is an Emergency Legislative Resolution captioned as follows:

**AUTHORIZING** tax levies for the calendar year beginning January 1, 2026, certifying them to the Hamilton County Auditor pursuant to .R.C. Section 5705.34, and requesting the County Auditor and County Treasurer to pay monies that may be in the County Treasury and are lawfully applicable to the purpose of this calendar year to the City Treasurer pursuant to R.C. Section 321.34.

The Hamilton County Budget Commission has approved the FY 2026 Tax Budget proposed and approved by City Council on December 11, 2024. The attached resolution is necessary to certify the property tax millage for calendar year 2026. This is the last required administrative step in the process. This resolution does not increase the property tax rate. It simply certifies the current rates to the General Fund operating millage at 6.10 mills and the debt service millage at 7.50 mills. The Hamilton County Auditor estimates that the operating millage of 6.10 will generate property tax revenue of \$49,709,717.

State Law requires that the approved resolution be submitted to the County by May 26, 2025, therefore the resolution must be passed by Council prior to this date.

cc: William "Billy" Weber, Assistant City Manager Steve Webb, Finance Director Andrew Dudas, Budget Director

Attachment

# <u>EMERGENCY</u>

# Legislative Resolution

**CNS** 

# **RESOLUTION NO.** \_\_\_\_\_ - 2025

AUTHORIZING tax levies for the calendar year beginning January 1, 2026, certifying them to the Hamilton County Auditor pursuant to R.C. Section 5705.34, and requesting the County Auditor and County Treasurer pay monies that may be in the County Treasury and are lawfully applicable to the purpose of this calendar year to the City Treasurer pursuant to R.C. Section 321.34.

WHEREAS, Council adopted a tax budget for the calendar year beginning January 1, 2026; and

WHEREAS, the County Budget Commission has approved the budget and estimate by the County Auditor of the rate of each tax necessary to be levied by this Council and the parts within and outside of the ten mill limitation; and

WHEREAS, Council must request payment of funds derived from taxes and other sources payable to the County Treasury to be made to the account of the City, which funds are lawfully applicable to the purpose of the calendar year; now, therefore,

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

Section 1. That there is levied on the tax duplicate of the City of Cincinnati for the calendar

year beginning January 1, 2026, the rate of each tax necessary to be levied as follows:

	Amount to be derived from levies inside	Amount to be derived from levies outside	Estimate of Rate to be levied		
<u>Fund</u>	<u>Millage</u>	Millage	Inside Mills	Outside Mills	<u>Total Mills</u>
General	\$	\$49,709,717		6.10	6.10
Bond Retirement	\$28,742,560	\$32,498,690	3.52	3.98	7.50
Total	\$28,742,560	\$82,208,407	3.52	10.08	13.60

Section 2. That the Hamilton County Auditor and Hamilton County Treasurer are requested to pay to the City Treasurer monies from taxes and other sources in the County Treasury to the account of the City that are lawfully applicable to the purpose of this calendar year.

Section 3. That the Clerk of Council is directed to file a certified copy of this legislative resolution with the County Auditor.

Section 4. That this legislative resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure that the City can meet the May 26, 2025 filing deadline with the County Auditor pursuant to the extension granted by the Ohio Department of Taxation.

Passed:\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:\_\_\_\_\_

Clerk



April 30, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202500918

Subject: Emergency Ordinance – Emergency Communications Center (ECC): Moral Obligation Payment to Voiance Language Services, LLC

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$13,298.48 from Emergency Communications Center General Fund non-personnel operating budget account no. 050x103x0000x7289 as a moral obligation to Voiance Language Services, LLC (Cyracom International Inc.) for outstanding charges related to over-the-phone interpretation services.

This Emergency Ordinance authorizes the payment of \$13,298.48 from Emergency Communications Center General Fund non-personnel operating budget account no. 050x103x0000x7289 as a moral obligation to Voiance Language Services, LLC (Cyracom International Inc.) for outstanding charges related to over-the-phone interpretation services.

The Emergency Communications Center received over-the-phone interpretation services from Voiance Language Services, LLC (Cyracom International Inc.) ("Voiance") from October 1, 2024, to March 31, 2025. The interpretation services provided to the ECC for the period of October 1, 2024, to March 31, 2025, exceeded the certification limit for these services by \$13,298.48, but the ECC required the services to maintain public safety.

Sufficient resources are available in Emergency Communications Center General Fund non-personnel operating budget account no. 050x103x0000x7289 to pay for the additional services provided by Voiance.

The reason for the emergency is the immediate need to pay Voiance Language Services, LLC (Cyracom International Inc.) for the outstanding charges for the interpretation services rendered.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

## E M E R G E N C Y

IMD

**AUTHORIZING** the payment of \$13,298.48 from Emergency Communications Center General Fund non-personnel operating budget account no. 050x103x0000x7289 as a moral obligation to Voiance Language Services, LLC (Cyracom International Inc.) for outstanding charges related to over-the-phone interpretation services.

WHEREAS, the Emergency Communications Center ("ECC") received over-the-phone interpretation services from Voiance Language Services, LLC (Cyracom International Inc.) ("Voiance") from October 1, 2024, to March 31, 2025; and

WHEREAS, the interpretation services provided by Voiance to the ECC for the period of October 1, 2024 to March 31, 2025 exceeded the certification limit for these services by \$13,298.48, however these over-the-phone interpretation services were necessary for the ECC and the City to maintain public safety; and

WHEREAS, sufficient resources are available in Emergency Communications Center General Fund non-personnel operating budget account no. 050x103x0000x7289 to pay for the additional interpretation services provided by Voiance; and

WHEREAS, Council desires to pay Voiance \$13,298.48 for the additional interpretation services provided to the ECC for the period of October 1, 2024 to March 31, 2025; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay \$13,298.48 from Emergency Communications Center General Fund non-personnel operating budget account no. 050x103x0000x7289 as a moral obligation to Voiance Language Services, LLC (Cyracom International Inc.) for outstanding charges related to over-the-phone interpretation services.

Section 2. That the proper City officials are authorized to do all things necessary and

proper to carry out the provisions of Section 1.

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

the immediate need to pay Voiance Language Services, LLC (Cyracom International Inc.) for the outstanding charges for the interpretation services rendered.

Passed:\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:\_\_\_\_\_ Clerk



April 30, 2025

То:	Mayor and Members of City Council	202500919	
From:	Sheryl M. M. Long, City Manager		
Subject:	Emergency Ordinance – Cincinnati Recreation (CRC): Moral Obligation Payment to Perkin Construction, Inc.		

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the payment of \$7,985.21 from the capital improvement program project account no. 980x199x6000x7671x231901, "Recreation Facilities Renovation," as a moral obligation to Perkins Carmack Construction, Inc. for outstanding charges related to the construction of the Eastside Recreation Center.

Approval of this Emergency Ordinance will authorize the payment of \$7,985.21 from capital improvement program project account no. 980x199x6000x7671x231901, "Recreation Facilities Renovation," as a moral obligation to Perkins Carmack Construction, Inc. for outstanding charges related to the construction of the Eastside Recreation Center.

Perkins Carmack Construction, Inc. provided services related to the construction of the Eastside Recreation Center. After the conclusion of construction, the City discovered that an accounting error related to a July 2023 change order resulted in an underpayment to Perkins Carmack Construction, Inc.. This moral obligation would ensure that Parkins Carmack Construction, Inc. is properly compensated for services provided to the city. Sufficient funds exist in capital improvement program project account no. 980x199x6000x7671x231901, "Recreation Facilities Renovation," to make the payment.

The reason for the emergency is the immediate need to pay Perkins Carmack in a timely manner for outstanding charges.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

# EMERGENCY

JWF

-2025

**AUTHORIZING** the payment of \$7,985.21 from the capital improvement program project account no. 980x199x6000x7671x231901, "Recreation Facilities Renovation," as a moral obligation to Perkins Carmack Construction, Inc. for outstanding charges related to the construction of the Eastside Recreation Center.

WHEREAS, the City entered into a contract with Perkins Carmack Construction, Inc. ("Perkins Carmack") for services related to the construction of the Eastside Recreation Center; and

WHEREAS, after the conclusion of construction the City discovered that an accounting error related to a July 2023 change order resulted in an underpayment to Perkins Carmack; and

WHEREAS, there are sufficient funds in the capital improvement program project account no. 980x199x6000x7671x231901, "Recreation Facilities Renovation," to pay for the services provided by Perkins Carmack; and

WHEREAS, Council desires to provide payment to Perkins Carmack for outstanding charges of \$7,985.21 for services related to the construction of the Eastside Recreation Center; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay \$7,985.21 from capital improvement program project account no. 980x199x6000x7671x231901, "Recreation Facilities

Renovation," as a moral obligation to Perkins Carmack Construction, Inc. ("Perkins Carmack")

for outstanding charges related to the construction of the Eastside Recreation Center.

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

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

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay Perkins Carmack in a timely manner for outstanding charges.

Passed:\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:\_\_\_\_\_Clerk



April 30, 2025

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202500922

# Subject: Emergency Ordinance – Parks: Grants for Mt. Adams Greenspace

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$194,990 from the Ohio Public Works Commission ("OPWC") Clean Ohio Green Space Conservation Program to acquire approximately one-third of an acre of property located at the corner of Parkside Place and Martin Drive in Mt. Adams (Parcel ID 007200020288) (the "Property") for permanent public access and greenspace preservation and to fund improvements to the Property, including but not limited to trails, trees, and **ESTABLISHING** benches (the "Improvements"); new capital improvement program project account no. 980x203x252043, "Mt. Adams Greenspace Acquisition – OPWC," to provide resources for the acquisition of the Property and for the Improvements: **AUTHORIZING** the Director of Finance to deposit up to \$194,990 of the OPWC Clean Ohio Green Space Conservation Program grant resources into newly established capital improvement program project account no. 980x203x252043, "Mt. Adams Greenspace Acquisition – OPWC"; AUTHORIZING the City Manager to accept a donation of up to \$107,835 from the Cincinnati Parks Foundation to acquire the Property for permanent public access and greenspace preservation and to fund the Improvements; AUTHORIZING the Director of Finance to accept and deposit up to \$107,835 of the donated funds into Parks Private Endowment and Donations Fund 430; ESTABLISHING new capital improvement program project account no. 980x203x252044, "Mt. Adams Greenspace Acquisition – Donation," to provide resources for the acquisition the Property for permanent public access and greenspace preservation and for the Improvements; and AUTHORIZING the transfer and appropriation of up to \$107.835 in donated funds from Parks Private Endowment and Donations Fund 430 to newly established capital improvement program project account no. 980x203x252044, "Mt. Adams Greenspace Acquisition – Donation."

Approval of this Emergency Ordinance will authorize the City Manager to apply for and accept a grant of up to \$194,990 from the Ohio Public Works Commission (OPWC) Clean Ohio Green Space Conservation Program as well as to accept a donation of up to \$107,835 from the Cincinnati Parks Foundation, all to acquire approximately one-third of an acre of property located at the corner of Parkside Place and Martin Drive in Mt. Adams (Parcel ID 007200020288) (the "Property") for permanent public access and greenspace preservation and to fund improvements to the Property, including but not limited to trails, trees, and benches. This Emergency Ordinance will also authorize the appropriation of the grant and donation resources into newly established capital improvement program project accounts.

The OPWC grant requires a minimum 25% local match in the amount of \$48,748, which will be covered by contributions made through the Cincinnati Parks Foundation by the Mt. Adams community and other donors. There are no new FTEs/full time equivalents associated with the OPWC Clean Ohio Fund grant or the donation from the Cincinnati Parks Foundation.

Securing funding to acquire the Property for permanent public access and greenspace preservation 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" as described on pages 193-195 and 209-211 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to comply with OPWC grant deadlines.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments



IMD

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$194,990 from the Ohio Public Works Commission ("OPWC") Clean Ohio Green Space Conservation Program to acquire approximately one-third of an acre of property located at the corner of Parkside Place and Martin Drive in Mt. Adams (Parcel ID 007200020288) (the "Property") for permanent public access and greenspace preservation and to fund improvements to the Property, including but not limited to trails, trees, and benches (the "Improvements"); ESTABLISHING new capital improvement program project account no. 980x203x252043, "Mt. Adams Greenspace Acquisition -OPWC," to provide resources for the acquisition of the Property and for the Improvements; AUTHORIZING the Director of Finance to deposit up to \$194,990 of the OPWC Clean Ohio Green Space Conservation Program grant resources into newly established capital improvement program project account no. 980x203x252043, "Mt. Adams Greenspace Acquisition - OPWC"; AUTHORIZING the City Manager to accept a donation of up to \$107,835 from the Cincinnati Parks Foundation to acquire the Property for permanent public access and greenspace preservation and to fund the Improvements; AUTHORIZING the Director of Finance to accept and deposit up to \$107,835 of the donated funds into Parks Private Endowment and Donations Fund 430; ESTABLISHING new capital improvement program project account no. 980x203x252044, "Mt. Adams Greenspace Acquisition - Donation," to provide resources for the acquisition the Property for permanent public access and greenspace preservation and for the Improvements; and AUTHORIZING the transfer and appropriation of up to \$107,835 in donated funds from Parks Private Endowment and Donations Fund 430 to newly established capital improvement program project account no. 980x203x252044, "Mt. Adams Greenspace Acquisition - Donation."

WHEREAS, Eden Park is one of the City's premier regional parks, attracting visitors not only from across the Cincinnati region, but from throughout the nation; and

WHEREAS, the property located at the corner of Parkside Place and Martin Drive (Parcel ID 007200020288) (the "Property") serves as the southern gateway to Eden Park in Mt. Adams; and

WHEREAS, the Cincinnati Park Board owned the Property until 1999, when it was transferred to the Cincinnati Board of Education in exchange for certain other Cincinnati Board of Education properties to become parkland, and although the Property has since been conveyed to other entities and individuals, it has remained undeveloped and preserved as a green space for generations; 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 Mt. Adams community, in partnership with the Cincinnati Parks Foundation, has long advocated for the permanent preservation of the Property and has raised funds to support its acquisition by the City as protected greenspace, and to fund improvements to the Property, including but not limited to trails, trees, and benches (the "Improvements"); and WHEREAS, in addition to community fundraising, a grant of up to \$194,990 is available from the Ohio Public Works Commission ("OPWC") Clean Ohio Green Space Conservation Program for the acquisition of the Property to ensure permanent public access and greenspace preservation and to fund the Improvements; and

WHEREAS, on September 19, 2024, the Cincinnati Park Board adopted a resolution authorizing the application for the OPWC grant, and on December 12, 2024, OPWC notified the Park Board that an award of up to \$194,990 had been approved for the acquisition of the Property and for the Improvements, but no grant funds will be accepted without Council approval; and

WHEREAS, the OPWC grant requires a minimum 25 percent local match of \$48,748, which will be provided from resources contributed through the Cincinnati Parks Foundation by the Mt. Adams community and other donors; and

WHEREAS, there are no new FTEs/full time equivalents associated with the OPWC Clean Ohio Green Space Conservation Program grant or the donation from the Cincinnati Parks Foundation; and

WHEREAS, securing funding to acquire and improve the Property for permanent public access and greenspace preservation 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" 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 apply for, accept, and appropriate a grant of up to \$194,990 from the Ohio Public Works Commission ("OPWC") Clean Ohio Green Space Conservation Program to acquire approximately one-third of an acre of property located at the corner of Parkside Place and Martin Drive in Mt. Adams, Parcel ID 007200020288 (the "Property") and to fund improvements to the Property, including but not limited to trails, trees, and benches (the "Improvements").

Section 2. That new capital improvement program project account no. 980x203x252043, "Mt. Adams Greenspace Acquisition – OPWC" is established to provide resources for the acquisition of the Property and for the Improvements.

Section 3. That the Director of Finance is authorized to deposit up to \$194,990 of the OPWC grant resources into newly established capital improvement program project account no. 980x203x252043, "Mt. Adams Greenspace Acquisition – OPWC."

Section 4. That the City Manager is authorized to accept a donation of up to \$107,835 from the Cincinnati Parks Foundation to acquire the Property for permanent public access and greenspace preservation and to fund the Improvements.

Section 5. That the Director of Finance is authorized to deposit up to \$107,835 of the donated funds into Parks Private Endowment and Donations Fund 430.

Section 6. That new capital improvement program project account no. 980x203x252044, "Mt. Adams Greenspace Acquisition – Donation" is established to provide resources for the acquisition of the Property and for the Improvements.

Section 7. That the transfer and appropriation up to \$107,835 from Parks Private Endowment and Donations Fund 430 to newly established capital improvement program project account no. 980x203x252044, "Mt. Adams Greenspace Acquisition – Donation" is authorized.

Section 8. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of the OPWC grant, the donation, and Sections 1 through 7.

Section 9. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to comply with OPWC grant deadlines.

Passed:\_\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:

Clerk



To: Mayor and Members of City Council

202500923

From: Sheryl M. M. Long, City Manager

# Subject: Emergency Ordinance – Parks: Glenway Park Improvement Grant

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the establishment of capital improvement program project account no. 980x203x252042, "Glenway Park Improvement – ODNR," to provide grant resources for improvements to Glenway Park; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$50,082 from the Ohio Department of Natural Resources NatureWorks grant program to newly established capital improvement program project account no. 980x203x252042, "Glenway Park Improvement – ODNR," to provide grant resources for improvements to Glenway Park; and **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x203x252042, "Glenway Park Improvement – ODNR."

Approval of this Emergency Ordinance will authorize the City Manager to apply for, accept, and appropriate a grant of up to \$50,082 from the Ohio Department of Natural Resources (ODNR) NatureWorks grant program to newly established capital improvement program project account no. 980x203x252042, "Glenway Park Improvement – ODNR," for the construction of a playground and other park amenities at Glenway Park.

The ODNR grant requires a minimum 25% local match, which will be covered by existing resources from the "Park Infrastructure Rehabilitation" capital improvement program project account. There are no new FTEs/full time equivalents associated with the grant. Since the total cost of the project is anticipated to be \$500,082, the Parks Foundation is expected to contribute up to \$300,000 toward the total cost of the project.

Securing grant funding for improvements to Glenway Park 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" as described on pages 193 and 209-211 of Plan Cincinnati (2012).

The reason for the emergency is to accept grant resources in a timely manner to comply with grant deadlines and ensure that the City does not experience increased pricing due to delays in acceptance.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

# EMERGENCY

## KKF

## -2025

**AUTHORIZING** the establishment of capital improvement program project account no. 980x203x252042, "Glenway Park Improvement – ODNR," to provide grant resources for improvements to Glenway Park; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$50,082 from the Ohio Department of Natural Resources NatureWorks grant program to newly established capital improvement program project account no. 980x203x252042, "Glenway Park Improvement – ODNR," to provide grant resources for improvements to Glenway Park; and **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x203x252042, "Glenway Park; and **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x203x252042, "Glenway Park Improvement – ODNR."

WHEREAS, on May 16, 2024, the Cincinnati Park Board adopted a resolution authorizing the application for a NatureWorks grant from the Ohio Department of Natural Resources ("ODNR") for the construction of a playground and other park amenities at Glenway Park; and

WHEREAS, the City submitted a grant application to ODNR on August 14, 2024, for the construction of a playground and other park amenities at Glenway Park; and

WHEREAS, the City was awarded a grant of up to \$50,082 from ODNR in November 2024, and Council authorization is required to accept and appropriate the grant resources; and

WHEREAS, the total cost of the project is anticipated to be \$500,082; and

WHEREAS, this grant requires a local match of 25 percent, which will be provided from existing resources in capital improvement program project account no. 980x203x252000, "Park Infrastructure Rehabilitation"; and

WHEREAS, the Cincinnati Parks Foundation is expected to contribute up to \$300,000 toward the total cost of the project; and

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

WHEREAS, securing grant funding for improvements to Glenway Park 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" as described on pages 193 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 capital improvement program project account no. 980x203x252042,

"Glenway Park Improvement - ODNR," is established to provide grant resources for improvements

to Glenway Park.

Section 2. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$50,082 from the Ohio Department of Natural Resources NatureWorks grant program to newly established capital improvement program project account no. 980x203x252042, "Glenway Park Improvement – ODNR," to provide grant resources for improvements to Glenway Park.

Section 3. That the Director of Finance is authorized to deposit the grant resources into newly established capital improvement program project account no. 980x203x252042, "Glenway Park Improvement – ODNR."

Section 4. 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 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 to accept grant resources in a timely manner to comply with grant deadlines and ensure that the City does not experience increased pricing due to delays in acceptance.

Passed:\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:

Clerk



April 30, 2025

To: Mayor and Members of City Council

202500921

From: Sheryl M. M. Long, City Manager

#### Subject: Ordinance – Police: FY 2025 Police Reform and Equitable Justice Grant

Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$175,000 through the FY 2025 Police Reform and Equitable Justice Grant Program from the United States Conference of Mayors and the Target Corporation to support and promote police policies and practices shown to be effective in advancing equitable treatment of all residents of Cincinnati; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 25TUSM.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$175,000 from the United States Conference of Mayors and the Target Corporation through the FY 2025 Police Reform and Equitable Justice Grant Program to support and promote police policies and practices shown to be effective in advancing equitable treatment of all residents of the City. This Ordinance also authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, project account no. 25TUSM.

If the grant is awarded, the Cincinnati Police Department will use the resources to partner with the Hamilton County Mental Health and Recovery Services Board to provide a police detail at the Crisis Receiving Center. The Crisis Receiving Center, which is expected to open in July 2025, will be located in the Clifton neighborhood and will provide short-term assessment, observation, and crisis stabilization services for individuals experiencing a crisis that does not meet the criteria for hospitalization.

The grant application deadline was April 18, 2025, and the City has already applied for the grant, but no grant funds will be accepted without approval by the City Council. The grant does not require matching funds, and there are no new FTEs/full time equivalents associated with the grant.

Acceptance of this grant is accordance with the "Live" goal to "[c]reate a more livable community" as described on pages 156-163 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$175,000 through the FY 2025 Police Reform and Equitable Justice Grant Program from the U.S. Conference of Mayors and the Target Corporation to support and promote police policies and practices shown to be effective in advancing equitable treatment of all residents of Cincinnati; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Law Enforcement Grant Fund 368, project account no. 25TUSM.

WHEREAS, a FY 2025 Police Reform and Equitable Justice Grant is available from the U.S. Conference of Mayors and the Target Corporation to support and promote police policies and practices shown to be effective in advancing equitable treatment of all residents of Cincinnati; and

WHEREAS, if the grant is awarded, the Cincinnati Police Department will use the resources to partner with the Hamilton County Mental Health and Recovery Services Board to provide a police detail at the Crisis Receiving Center; and

WHEREAS, the Crisis Receiving Center, which is expected to open in July 2025, will be located in the Clifton neighborhood and will provide short-term assessment, observation, and crisis stabilization services for individuals experiencing a crisis that does not meet the criteria for hospitalization; and

WHEREAS, the grant application deadline was April 18, 2025, and the City already has applied for the grant to meet the deadline, but no grant funds will be accepted without approval by Council; and

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

WHEREAS, acceptance of this grant is in accordance with the "Live" goal to "[c]reate a more livable community" as described on pages 156-162 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant

of up to \$175,000 through the FY 2025 Police Reform and Equitable Justice Grant Program from

the U.S. Conference of Mayors and the Target Corporation to support and promote police policies

and practices shown to be effective in advancing equitable treatment of all residents of Cincinnati.

Section 2. That the Director of Finance is authorized to deposit the grant resources into Law Enforcement Grant Fund 368, project account no. 25TUSM.

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

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



April 30, 2025

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

202500920

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – CMO: Queen City Slam Basketball Tournament Donations

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament; and **AUTHORIZING** the Director of Finance to deposit the resources donated to or generated by the event into Fund No. 319, "Contributions for Recreation Purposes."

This Emergency Ordinance authorizes the City Manager and employees of the Cincinnati Recreation Commission ("CRC") to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament. This Emergency Ordinance also authorizes the Director of Finance to deposit the resources donated to or generated by the event into Fund No. 319, "Contributions for Recreation Purposes."

The Queen City Slam Basketball Tournament will be hosted by the City and the CRC in partnership with Big City Ticket, LLC aka Hoop It Up on August 9, 2025. The Queen City Slam Basketball Tournament will engage youth and adults by providing recreation and access to community resources to support and foster continued community development.

Supporting the Queen City Slam Basketball Tournament is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and the strategy to "[u]nite our communities" as described on pages 207-211 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept donations in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

#### <u>E M E R G E N C Y</u>

JWF

**AUTHORIZING** the City Manager and employees of the Cincinnati Recreation Commission to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament; and **AUTHORIZING** the Director of Finance to deposit the resources donated to or generated by the event into Fund No. 319, "Contributions for Recreation Purposes."

WHEREAS, the 2025 Queen City Slam Basketball Tournament will be hosted by the City and the Cincinnati Recreation Commission ("CRC") in partnership with Big City Ticket, LLC aka Hoop It Up on August 9, 2025; and

WHEREAS, the Queen City Slam Basketball Tournament will allow the City and CRC the opportunity to engage youth and adults by providing recreation and access to community resources to support and foster continued community development through a one-day basketball event for youth and adults; and

WHEREAS, only donated, non-City resources may be used for awards or cash prizes associated with the Queen City Slam Basketball Tournament; and

WHEREAS, supporting the Queen City Slam Basketball Tournament is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and the strategy to "[u]nite our communities" as described on pages 207-211 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 and employees of the Cincinnati Recreation Commission are authorized to solicit and accept donations of money, sponsorships, in-kind contributions, team registration fees, vendor fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources to provide resources to support the Queen City Slam Basketball Tournament.

Section 2. That the Director of Finance is authorized to deposit the resources donated to

or generated by the event into Fund No. 319, "Contributions for Recreation Purposes."

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept donations in a timely manner.

Passed:\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:

Clerk



April 30, 2025

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

202500924

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Job Creation Tax Credit Agreement with Waites Sensor Technologies, Inc.

Attached is an Emergency Ordinance captioned:

**APPROVING AND AUTHORIZING** the execution of a Job Creation Tax Credit Agreement with Waites Sensor Technologies, Inc., a Delaware corporation, pursuant to which the company agrees to create 48 new jobs at 1045 W. 8th Street in the Queensgate neighborhood of Cincinnati and, for a period of seven years, the City agrees to provide an income tax credit equal to forty percent of City income tax revenue from such new jobs.

#### **STATEMENT**

COMMERCIAL/INDUSTRIAL: Incentivizing the relocation and expansion of this company will strengthen our economic performance by providing job opportunities and generating income tax revenue to deliver excellent services to residents.

#### **COMPANY INFORMATION**

Waites Sensor Technologies, Inc. (the "Company") offers condition monitoring systems for equipment in mining, automotive, food, and lumber industries to minimize downtime, extend equipment lifespan, increase production hours, and reduce scheduled maintenance. The Company is led by Co-Founder and CEO Rob Ratterman.

#### **CURRENT CONDITIONS**

The Company previously maintained its corporate headquarters and secondary location in Covington, Kentucky, but chose to pursue alternative locations within Southwest Ohio and Northern Kentucky to consolidate and expand operations. As part of its business attraction efforts, DCED provided the Company with a conditional incentive offer via a letter dated September 18, 2024.

JobsOhio recommended and the Ohio Tax Credit Authority approved a 1.388% 7-year State JCTC for the Project at its December 2024 meeting.

After further due diligence, the Company decided to relocate and consolidate operations to 1045 West Eighth Street, located in the Queensgate neighborhood of Cincinnati, where it will invest \$1.1 million in improvements.

The Company has relocated or created 53 full-time equivalent jobs with an associated payroll of \$5,053,476. Following this relocation, the Company will create an additional 48 full-time equivalent jobs with an associated payroll of \$4,254,577 within 3 years for a total of 101 full-time equivalent jobs and \$9,308,053 in associated payroll. These jobs include managers, analysts, engineers, system installers, sales agents, and customer support specialists. By extending this incentive, the City will ensure that the Company will be able to grow locally.

## **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance to allow the Project and the corresponding revitalization of the City of Cincinnati and improvement of the City's economic welfare to begin at the earliest possible time.

Attachment: Project Outline and Proposed Incentive

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

# **Project Outline**

Project Name	Waites Sensor Technologies, Inc.		
Street Address	1045 West Eighth Street		
Neighborhood	Queensgate		
Property Condition Existing Office			
Project Type	Relocation and Expansion		
Project Cost	Fixed Asset Improvements: \$1.1 million		
Jobs and Payroll	Prior to the Determination Date of December 1, 2024:		
	- 53 FTE jobs with \$5,053,476 in payroll		
	After the Determination Date of December 1, 2024:		
	- 48 FTE jobs with \$4,254,577 in payroll		
	Total:		
	- 101 FTE jobs with \$9,308,053 in payroll		

# **<u>Project Image and Site Map</u>**





## **Proposed Incentive**

Incentive Type	Job Creation Tax Credit – Non-Reimbursable	
Incentive Terms	Credit Period Term: 7 years	
	Employee Retention Period: 3 years	
	Credit Amount: 40%	
	Estimated Term Incentive Value: \$214,431	

## <u>Public Benefit</u>

Jobs Retained - Tax Credit	
# of Jobs Retained (FTE)	53
Total Annual Payroll for Retained Jobs	\$5,053,476
Annual City Earnings Tax Credit from Retained Jobs	\$0
Jobs Created - Tax Credit	
# of Jobs Created (FTE)	48
Total Annual Payroll for New Jobs	\$4,254,577
Annual City Earnings Tax Credit From New Jobs	\$30,633
Tax Credit Calculations	
Retained City Earnings Tax Credit over Term	\$0
New City Earnings Tax Credit over Term	\$214,431
Total City Earnings Tax Credit over Term	\$214,43 <sup>2</sup>
Tax Calculation Factors	
Tax Credit for Retained Jobs	0.0%
Tax Credit for New Jobs	40.0%
Length of the Incentive Credit (Years)	
Retention Period after Incentive Credit (Years)	
Total Term of the Incentive (Credit Term + Retention Term)	1(
City Earnings Tax Rate	1.8%

Total City Earnings Tax Generated over Term	\$1,675,450
Estimated Annual Net Profit Tax Due to City over Term	\$0
Less PIR/JCTC-R Payments/Credits to Company	(\$214,431

Incentive Leverage (Taxes Received/Incentives Given)	\$6.81

#### <u>E M E R G E N C Y</u>

TJL

**APPROVING AND AUTHORIZING** the execution of a Job Creation Tax Credit Agreement with Waites Sensor Technologies, Inc., a Delaware corporation, pursuant to which the company agrees to create 48 new jobs at 1045 W. 8th Street in the Queensgate neighborhood of Cincinnati and, for a period of seven years, the City agrees to provide an income tax credit equal to forty percent of City income tax revenue from such new jobs.

WHEREAS, the City seeks to increase employment opportunities and encourage the establishment of new jobs in the City of Cincinnati in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, Waites Sensor Technologies, Inc. ("Employer") intends to construct leasehold improvements at its existing facility at 1045 W. 8th Street (the "Project" and the "Project Site", respectively), which will result in the creation of at least 48 new jobs in the City within three years if certain income tax credit assistance is provided by the City; and

WHEREAS, the City Manager has recommended that Council authorize the execution of a Job Creation Tax Credit Agreement (the "Agreement") with Employer, in substantially the form attached hereto as Attachment A, which provides for an income tax credit equal to forty percent of income tax revenue from new jobs created by Employer at the Project Site for a term of seven years; and

WHEREAS, the Agreement provides that Employer will spend a minimum of \$1,100,000 to implement the Project at the Project Site; and

WHEREAS, Employer represents and has documented to the City that the income tax credit authorized by the Agreement is a major factor in Employer's decision to go forward with the Project at the Project Site; and

WHEREAS, the City's Department of Community and Economic Development estimates that the income tax credit authorized by the Agreement will provide an annual net benefit to Employer in an amount up to \$30,633; and

WHEREAS, the City income tax credit approved by this ordinance is authorized by Sections 718.15 and 718.151 of the Ohio Revised Code; now, therefore,

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

Section 1. That Council approves and authorizes the execution of a Job Creation Tax Credit

Agreement (the "Agreement") with Waites Sensor Technologies, Inc. ("Employer"), in substantially

the form attached hereto as Attachment A, in order to assist Employer in constructing the leasehold improvements at its existing facility at 1045 W. 8th Street, which provides for a City income tax credit equal to forty percent of City income tax revenue from new jobs created by Employer at the project site for a period of seven years, and the creation of 48 new jobs in the City within three years.

Section 2. That Council authorizes the proper City officials to take all necessary and proper actions to fulfill the City's obligations under the Agreement and to enforce 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 to allow the Project and the corresponding revitalization of the City of Cincinnati and improvement of the City's economic welfare to begin at the earliest possible time.

Passed:\_\_\_\_\_\_, 2025

Aftab Pureval, Mayor

Attest:

Clerk

Contract Number \_\_\_\_\_



#### JOB CREATION TAX CREDIT AGREEMENT

This Job Creation Tax Credit 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 WAITES SENSOR TECHNOLOGIES, INC., a Delaware corporation ("<u>Grantee</u>").

#### RECITALS

- A. The City seeks to increase employment opportunities and to encourage establishment of new jobs within the corporate boundaries of the City of Cincinnati (the "<u>City Boundaries</u>"), in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution.
- B. The City has determined that Grantee will create new jobs within the City Boundaries in connection with a project to be implemented by Grantee at 1045 W. 8th Street, Cincinnati, OH 45203 (the "Project Site"), consisting of the construction of leasehold improvements on the Project Site (the "Project").
- C. Cincinnati Municipal Code ("<u>CMC</u>") Chapter 311 imposes income taxes, including a tax on business net profits. Grantee represents and has documented to the City that the credit authorized by this Agreement against the tax imposed on Grantee's net profits under CMC Chapter 311 (the "<u>City Income Tax Credit</u>") is a major factor in Grantee's decision to go forward with the Project, to offset costs of capital expenditures and/or moving.
- D. The City Income Tax Credit as provided in this Agreement is authorized by Ohio Revised Code ("<u>ORC</u>") Sections 718.15 and 718.151.
- E. The City and Grantee intend that Grantee will implement the Project partly as a result of Grantee cost savings resulting from a forty (40%) City income tax credit applicable to new jobs created by Grantee at the Project Site for a period of 7 years, and thereby create 48 new jobs in the City within 3 years of the Determination Date (as defined below).

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

- 1. <u>PRECONDITIONS TO EFFECTIVENESS OF AGREEMENT</u>. Notwithstanding anything to the contrary herein, this Agreement shall be of no force and effect unless and until (1) this Agreement is fully executed by both parties, and (2) the Council of the City of Cincinnati passes an ordinance approving this Agreement, and the ordinance takes effect.
- 2. <u>CERTAIN DEFINITIONS</u>. As used in this Agreement:
  - (A) <u>"Aggregate Employees</u>" means, for any stated period, the Number of Full-Time Employee Equivalents employed either by Grantee or by a Related Member (as defined in Section 2(N)), calculated with reference to all employees of Grantee and all Related Members of Grantee for which (1) the primary work location is within the City of Cincinnati and (2) Grantee or a Related Member withholds City income taxes.
  - (B) "<u>City Tax Credit Term</u>" means the 7-year term of 2025 through 2031.
  - (C) "<u>Determination Date</u>" means December 1, 2024.

- (D) "<u>Employment Retention Period</u>" means a 10-year period commencing as of the start of the City Tax Credit Term.
- (E) "<u>Grantee's City-Wide Employees</u>" means, for any stated period, the Number of Full-Time Employee Equivalents employed by Grantee, calculated with reference to all employees of Grantee for which (1) the primary work location is within the City (not limited to the Project Site) and (2) Grantee withholds City income taxes. An employee is considered to have a primary work location within the City if at least fifty-one percent (51%) of the compensation paid by Grantee to that employee is taxed by the City with respect to work performed in the City.
- (F) "Income Tax Revenue" means, for any Tax Year:
  - (1) Payments from Grantee to the City in an amount equal to the aggregate amount of earnings taxes withheld on the qualifying wages (as defined in CMC Section 311-9-Q) paid by Grantee to all Aggregate Employees whose primary work location is the Project Site; less
  - (2) Any amounts refunded by the City to Aggregate Employees whose primary work location is the Project Site (pursuant to CMC Chapter 311) relating to qualifying wages (as defined in CMC Section 311-9-Q) paid by Grantee, as such refunds are reported by the City to Grantee from time to time.
- (G) <u>"Initial Tax Year</u>" means the first Tax Year during which Grantee is entitled to a City Income Tax Credit.
- (H) "<u>Minimum Qualifying Wage</u>" means an hourly wage of at least (1) \$12.50 per hour on and after July 1, 2018, (2) \$13.50 per hour on and after January 1, 2019, and (3) \$15.00 per hour on and after July 1, 2019; provided however, that if (i) Grantee contributes to any health, vision and/or dental insurance plan; provides retirement benefits; or provides childcare, tuition, or training reimbursement benefits to a New Employee and (ii) the City approves in writing, in its sole and absolute discretion any such contribution, retirement, or reimbursement benefit, then the hourly cash value of any such City-approved benefit shall be added to the New Employee's base monetary hourly wage for the purposes of calculating that New Employee's hourly wage under this definition.
- (I) "<u>Net Number of New Employees</u>" means, for any Tax Year, the lesser of:
  - (1) The average Number of New Employees over the twelve (12) months of that Tax Year; or
  - The remainder computed by subtracting (a) the Baseline City-Wide Employment Level from
     (b) the average number of Grantee's City-Wide Employees over the twelve (12) months of that Tax Year; or
  - (3) The remainder computed by subtracting (a) the Baseline Aggregate Employment Level from
     (b) the average number of Aggregate Employees over the twelve (12) months of that Tax Year.

Computations of an "average number" of employees, as required by this Agreement, shall be made and documented by Grantee in a manner subject to approval by the City, such approval not to be unreasonably withheld.

- (J) "New Employee" means an employee of Grantee that meets all of the following criteria during the applicable Tax Year: (i) has a primary work location is the Project Site, (ii) is first employed by Grantee within the City Boundaries after the Determination Date, and (iii) is paid at least the Minimum Qualifying Wage by Grantee at all times during the applicable Tax Year. An employee is considered to have a primary work location at the Project Site if at least fifty-one percent (51%) of the compensation paid by Grantee to that employee is taxed by the City with respect to work performed at the Project Site. "New Employees" may include employees of Grantee employed in employment positions that were relocated to the Project Site from other operations of Grantee (or of a Related Member) outside of the City Boundaries.
- (K) "<u>New Income Tax Revenue</u>" means, for any Tax Year, the lesser of:
  - (1) Income Tax Revenue in such Tax Year relating only to New Employees; or

- (2) The amount computed by multiplying (a) the Net Number of New Employees for such Tax Year by (b) the average amount of Income Tax Revenue received by the City in such Tax Year per New Employee (which average amount is computed by dividing (x) the total Income Tax Revenue for such Tax Year relating only to New Employees by (y) the monthly average of Number of New Employees (determined on a twelve (12) month basis) employed during such Tax Year.
- (L) "<u>Number of Full-Time Employee Equivalents</u>" means one fortieth (1/40) of the total number of compensated hours worked in a work week by permanent employees that are paid at least the Minimum Qualifying Wage for the duration of the applicable Tax Year (whether full-time or part-time), provided that the hours included in the calculation may not exceed forty (40) per week for any individual employee.
- (M) "<u>Number of New Employees</u>" means, for any stated period, the Number of Full-Time Employee Equivalents employed in that period, calculated only with reference to hours worked by New Employees.
- (N) "<u>Related Member</u>" means any of Grantee's "related members" (as defined in ORC Section 122.171(A)(7)) that has at least one employee whose primary work location is within the City Boundaries (not limited to the Project Site), including those "related members" that begin operations within the City Boundaries on or after the Effective Date.
- (0) "<u>Tax Year</u>" means the fiscal year used by Grantee to compute net profits under CMC Chapter 311.

#### 3. PROJECT; JOB CREATION AND RETENTION.

- (A) <u>Grantee Representations</u>. Grantee represents that:
  - (1) The monthly average of the Number of Full-Time Employee Equivalents employed by Grantee, for whom the Project Site was the primary work location, for the three (3) full calendar month period immediately prior to the Determination Date was 53.
  - (2) The monthly average of Grantee's City-Wide Employees for the three (3) full calendar month period immediately prior to the Determination Date was 53 (the "<u>Baseline City-Wide</u> <u>Employment Level</u>").
  - (3) The monthly average of Aggregate Employees for the three (3) full calendar month period immediately prior to the Determination Date was 53 (the "<u>Baseline Aggregate Employment Level</u>").
  - (4) Related Members of Grantee with any employees whose primary work location is within the City Boundaries as of the Effective Date (and the Related Members' Cincinnati addresses and Federal Tax Identification Numbers) consist of the following: NONE.
  - (5) Grantee shall give written notice to the City of any Related Member that begins operations within the City Boundaries on or after the Effective Date.
  - (6) Grantee has employment procedures in place to monitor when its employees are performing work from home or remotely from a location other than the Project Site, and the amount of time spent working remotely that sufficiently enables Grantee to track Grantee's employees to determine their eligibility for consideration as City-Wide Employees, Aggregate Employees or New Employees for purposes of this Agreement, which information is collected and will be reported to the City in a manner acceptable to the City ("Remote Work Tracking"), as required in Section 7.
- (B) <u>Minimum Expenditures</u>. Grantee agrees to expend a minimum of \$1,100,000 on or before the date that is three (3) years from the Effective Date to accomplish the Project.
- (C) <u>Minimum Number of New Employees</u>. Within 3 years from the Determination Date, Grantee agrees to employ a Number of New Employees at the Project Site equal to at least 48. Grantee agrees that the aggregate annual wages of the New Employees will be equal to at least \$\$4,254,577.

- (D) <u>Relocation of Employment Positions from Elsewhere in Ohio</u>. Grantee may not relocate a substantial number of employment positions from elsewhere in Ohio (i.e., outside the City) unless the Director of the Department of Community and Economic Development determines that the legislative authority of the county, township, or municipal corporation from which the employment positions would be relocated has been notified by Grantee of the relocation.
- (E) Employment Retention by Grantee.
  - (1) During each year of the Employment Retention Period, Grantee agrees to maintain a monthly average of Aggregate Employees equal to or greater than the Baseline Aggregate Employee Level.
  - (2) During each of the first three (3) years of the City Tax Credit Term, Grantee agrees to maintain a monthly average of Grantee's City-Wide Employees equal to or greater than the Baseline City-Wide Employee Level.
  - (3) Beginning with the fourth (4<sup>th</sup>) year of the City Tax Credit Term and continuing during each subsequent year of the Employment Retention Period, Grantee agrees to maintain an average Net Number of New Employees of at least ninety percent (90%) of the highest Net Number of New Employees reported by Grantee in calculating the City Income Tax Credit in any prior Tax Year during the City Tax Credit Term.

Grantee acknowledges and agrees that the obligations of Grantee under this Agreement may be affected by decisions of the Related Members, as the City's agreement to provide the City Income Tax Credit authorized herein is conditioned on maintenance of the existing employment within the City Boundaries by both Grantee and the Related Members.

- (F) <u>City Residents; Referral Procedure for New Hires</u>. Grantee agrees to use its best efforts to fill at least seventy-five percent (75%) of the new jobs created in connection with the Project with employees residing within the City Boundaries (the "<u>City Resident Hiring Goal</u>"). In furtherance of such goal, Grantee shall implement the following procedures:
  - (1) <u>City Representative</u>. In its efforts to meet the City Resident Hiring Goal, Grantee agrees to request referrals from the OhioMeansJobs Center (or such other agency as the City Manager may designate) when positions need to be filled. A representative of the personnel office of Grantee will meet periodically with a representative of the OhioMeansJobs Center (the "<u>City Representative</u>") to assess Grantee's future employment needs and to assure that qualified applicants can be recruited and trained in a timely manner.
  - (2) <u>Initial Positions</u>. As soon as practicable after execution of this Agreement, and no later than ninety (90) days prior to the earlier of (a) the scheduled initial occupancy of the Project or completion of renovation or expansion or (b) the date when the following employment positions will be filled, Grantee agrees to notify the City Representative of the following: (i) the number of new employees that will be required, and the date when the positions must be filled; (ii) the training, qualifications and experience required for the individuals who will fill the positions; and (iii) the name, address and telephone number of the person responsible for hiring. For positions requiring customized training, Grantee agrees to provide such notice as far in advance of such ninety-day period as is practicable.
  - (3) <u>City Referrals</u>. The City Representative shall, within thirty (30) days after receiving such notification from Grantee, submit in writing the following: (a) the positions for which the City intends to make referrals; (b) the names and qualifications of referred applicants for each position available; and (c) the date when these applicants will be available for interview. For positions requiring customized training, however, such information may be submitted to Grantee up to thirty (30) days prior to the date that such positions are to be filled.
  - (4) <u>Interviews</u>. Grantee agrees to interview those applicants who are referred by the City Representative and shall consider for employment those applicants Grantee finds to be qualified for an available position. If (a) the City Representative informs Grantee that it does not intend to make referrals for a position, (b) the City Representative fails to refer applicants who are available for interview for a position in accordance with this subsection or (c) the applicants referred for a position are deemed not qualified by Grantee, then

Grantee may hire individuals from other sources for such position, without any further obligations or restrictions hereunder as to such position.

- (5) <u>Subsequent Positions</u>. During the three (3) year period following the date upon which this Agreement becomes effective, if Grantee needs to fill a vacant employment position (either from attrition or an increase in employment), Grantee agrees to notify the City Representative for an additional referral of applicants. Grantee, however, is under no obligation to postpone the hiring of a new employee pending receipt of referrals from the City Representative. If the position is still vacant at the time referrals are received from the City Representative, Grantee shall interview those applicants who are referred by the City Representative and shall consider for employment those applicants Grantee finds to be qualified for an available position.
- (6) <u>Continuation of Referral Procedure</u>. If Grantee and the City agree that this referral process has been mutually beneficial, the parties shall continue the process after the three (3) year period.

#### 4. <u>CITY INCOME TAX CREDIT</u>.

- (A) <u>Credit Requirements</u>. Subject to the terms and conditions of this Agreement, for each Tax Year during the City Tax Credit Term in which Grantee has claimed the City Income Tax Credit on an income tax return filed directly with the City with respect to its net profits and is otherwise in full compliance with all requirements under both CMC Chapter 311 and this Agreement, Grantee shall be allowed to apply the City Income Tax Credit stated in this Section against the tax imposed on Grantee's net profits under CMC Chapter 311. The City Income Tax Credit shall be applied in accordance with any applicable rules and regulations (consistent with this Agreement) that may be adopted by the Board of Review (as defined in CMC Section 311-9-B1).
- (B) <u>Amount of Credit</u>. The amount of the City Income Tax Credit shall be forty percent (40%) of any New Income Tax Revenue in a given Tax Year. The City Income Tax Credit shall be applied against net profits tax due to the City (pursuant to CMC Chapter 311) from Grantee for such Tax Year. The City Income Tax Credit shall be allowed only after the allowance of all other credits and deductions under CMC Chapter 311. If the City Income Tax Credit exceeds Grantee's tax liability for such Tax Year, the City Income Tax Credit shall not be refunded to Grantee or carried back to previous Tax Years, but may be carried forward up to five (5) Tax Years; provided, however, that such City Income Tax Credit shall not be carried forward beyond the tenth (10<sup>th</sup>) Tax Year (for the purposes of such calculations, the Initial Tax Year shall be the first (1<sup>st</sup>) Tax Year).
- (C) <u>Related Members</u>. Grantee acknowledges and agrees that the City Income Tax Credit calculated under this Agreement will be reduced to the extent that reductions in the number of Aggregate Employees of both Grantee and the Related Members affect the calculation of Net Number of New Employees.
- 5. COVENANT AS TO OUTSTANDING LIABILITIES; INSPECTION OF RECORDS; FALSE STATEMENTS. In accordance with ORC Section 9.66, (A) Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or to a political subdivision of the State; (2) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (3) 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) Grantee authorizes the City and/or the State to inspect the personal financial statements of Grantee, including tax records and other similar information not ordinarily open to public inspection; and (C) Grantee 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 ORC Section 2921.13, may render Grantee ineligible for any future economic development assistance from the State or any political subdivision of the State and will result in the City requiring Grantee's repayment of any assistance provided by the City in connection with the Project.

#### 6. TERMINATION; REIMBURSEMENT FOR DEFAULT.

- (A) Suspension or Termination of the City Income Tax Credit. Subject to the provisions of subsections (B) and (C) below, if the City provides Grantee with written notice of an event of default under this Agreement, and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City shall suspend or terminate the City Income Tax Credit hereunder and may, in the City's sole discretion, take such other measures as may be lawful (including suing for specific performance). Except as provided in subsections (B) or (C) below, such suspension or termination shall only affect City Income Tax Credits otherwise allowable after the date of suspension or termination.
- (B) Grantee's Failure to Comply with Job Creation and Retention Obligations. If the City provides Grantee with written notice of an event of default under Section 3(C) or 3(E), and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City may, in its sole discretion, require Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed under this Agreement. For the avoidance of doubt, the City shall have the ability to exercise its rights under this Section with respect to each event of default under Section 3(C) or 3(D) (i.e. in the event that Grantee defaults under Section 3(C) or 3(D) in multiple Tax Years, the City may require Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed and not repaid under this Agreement after each event of default).
- (C) <u>Grantee's Failure to Comply with Outstanding Liability Obligations</u>. If the City provides Grantee with written notice of an event of default under Section 5, the City may, after giving Grantee an opportunity to explain such default, require Grantee to pay to the City all or any portion of the City Income Tax Credits previously claimed under this Agreement. For the avoidance of doubt, the City shall have the ability to exercise its rights under this Section with respect to each event of default under Section 5 (i.e. in the event that Grantee defaults under Section 5 in multiple Tax Years, the City may require Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed and not repaid under this Agreement after each event of default).
- (D) Reimbursement. Grantee hereby agrees (i) to make any payments required by the City under this Section within thirty (30) days of written demand by the City and (ii) in the event that the City refunds any Income Tax Revenue in a subsequent Tax Year for which a City Income Tax Credit was previously granted pursuant to this Agreement (the "Refund Amount"), then no later than thirty (30) days following Grantee's receipt of written notice from the City (the "City's Notice"), Grantee will either (a) pay an amount equal to the Refund Amount to the City, as detailed in the City's Notice or (b) deliver written notice to the City that Grantee will reduce its future City Income Tax Credits by the Refund Amount, such reduction to begin with the first City Income Tax Credit Grantee is eligible to receive pursuant to this Agreement following Grantee's receipt of the City's Notice. In the event that Grantee fails to make a timely election pursuant to the foregoing sentence, then the City may, in its sole and absolute discretion, reduce the amount of any future City Income Tax Credits by the Refund Amount, charge interest on the Refund Amount, terminate this Agreement, and/or take any and all other actions available to the City pursuant to this Agreement and applicable law. Amounts due and not paid when due shall bear interest at the rate specified in ORC Section 1343.03(A) (as such rate is in effect on the date of the applicable payment demand by the City). Grantee hereby expressly waives the statute of limitations period contained in CMC Chapter 311 with respect to any such demand and payment.
- (E) <u>No City Income Tax Credit if Grantee not in Full Compliance</u>. Notwithstanding anything to the contrary in this Agreement, Grantee shall not be allowed a City Income Tax Credit hereunder (including any credit carried forward from prior tax years) in any Tax Year in which Grantee is not in full compliance with all requirements of this Agreement.
- 7. <u>SUBMISSION OF ANNUAL REPORTS</u>. During the Employment Retention Period, Grantee shall submit to the City an annual progress report documenting the Number of Full-Time Employee Equivalents at the Project Site, the number of Grantee's City-Wide Employees, the number of Aggregate Employees, the Net

Number of New Employees, the New Income Tax Revenue, the hourly wages and any related Grantee-paid benefits claimed as part of a Minimum Qualifying Wage for each New Employee for the duration of the applicable Tax Year, the time spent working remotely through Grantee's Remote Work Tracking, and any other information that the City deems relevant to this Agreement. The report shall include computations of necessary employment information for Grantee and the Related Members for the report period, and the City may, in its discretion, require that the report be submitted in a certain format and manner (e.g., submission of a particular electronic file format, mailing a hard copy, etc.). Grantee agrees to furnish the progress report to the City no later than the first business day of May following each year during the Employment Retention Period. The annual report, as submitted, must be certified as accurate and signed by (A) an independent certified public accountant licensed to do business in the state of Ohio (an "ICPA"), (B) the Chief Executive Officer of Grantee and (C) the Chief Financial Officer of Grantee; provided, however, that (1) reports for any or all of the initial two Tax Years may be submitted without certification and signature of an ICPA, so long as Grantee's report for the third Tax Year includes an ICPA certification and signature for all Tax Years in which a City Income Tax Credit has been claimed without previous certification by an ICPA and (2) after the report for the third Tax Year, the ICPA certification and signature need not be provided more frequently than once every two years, so long as each ICPA certification and signature applies both to the current reported Tax Year and any previous Tax Year in which a City Income Tax Credit has been claimed without previous certification by an ICPA. If the report is approved by the City as demonstrating compliance with this Agreement, a certificate of verification from the City will be sent to Grantee and the Tax Commissioner (as defined in CMC Section 311-9-T2) within thirty (30) days after receipt of the annual report. Failure to submit an annual report within the time periods specified herein will be considered a default and may result in termination of this Agreement.

#### 8. <u>SMALL BUSINESS ENTERPRISE PROGRAM AND EQUAL EMPLOYMENT OPPORTUNITY PROGRAM.</u>

- (A) Small Business Enterprise Program Policy. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in CMC Section 323-1, "SBEs"). Pursuant to CMC Section 323-7, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1), supplies (as such term is defined in CMC Section 323-1), services (as such term is defined in CMC Section 323-1) and professional services (as such term is defined in CMC Section 323-1). Accordingly, Grantee shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. Grantee may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. Grantee shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:
  - (1) Including qualified SBEs on solicitation lists.
  - (2) Assuring that SBEs are solicited whenever they are potential sources. Grantee 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.
  - (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
  - (4) If any subcontracts are to be let, Grantee shall require the prime contractor (if different from Grantee) to take the above affirmative steps.
  - (5) Prior to the commencement of work under any subcontracts, Grantee 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. Grantee shall update the report monthly.
  - (6) Grantee 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) <u>Small Business Enterprise Program Remedies</u>. Failure of Grantee 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 Grantee 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.

- (C) <u>Equal Employment Opportunity Program</u>. This Agreement is subject to and hereby incorporates the provisions of the Equal Employment Opportunity Program set forth in CMC Chapter 325 (including, without limitation, CMC Section 325-9).
- (D) <u>Further Information</u>. Details concerning both the SBE Program and the Equal Employment Opportunity Program can be obtained from the City's Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 222, Cincinnati, Ohio 45202, (513)352-3144.
- 9. <u>RECORDS, ACCESS AND MAINTENANCE</u>. Throughout the period required by CMC Section 311-81, Grantee agrees to establish and maintain such records as are necessary to document compliance with this Agreement (including but not limited to, financial reports, payroll records, documentation with respect to any Grantee-paid benefits claimed as part of a Minimum Qualifying Wage, intake and participant information and all other relevant information). For the three (3) year period following the end of the Employment Retention Period, Grantee agrees to maintain records of the amounts of City Income Tax Credits claimed and allowed. The parties further agree that records with respect to any audit disallowances, litigation or dispute between the City and Grantee shall be maintained for the time needed for the resolution of said disallowance, litigation or dispute, and that in the event of early termination of this Agreement (or if for any other reason the City shall require a review of the records related to the Project), Grantee shall, at its own cost and expense, segregate all such records related to the Project and this Agreement (or copies thereof) from its other records of operation.
- 10. <u>AUDITS AND INSPECTIONS</u>. At any time during normal business hours upon written notice and as often as the City may deem necessary, Grantee shall make available to the City and to appropriate State agencies or officials all records of Grantee and the Related Members with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment, and shall permit the City to audit, examine and make excerpts or transcripts from such records.
- 11. <u>FORBEARANCE NOT A WAIVER</u>. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the City of any of its rights hereunder.
- 12. <u>COMPLIANCE WITH IMMIGRATION AND NATIONALITY ACT</u>. In the performance of its obligations under this Agreement, Grantee 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.
- 13. <u>INDEMNIFICATION</u>. Grantee shall indemnify, defend and save the City, its agents and employees harmless from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable fees, disbursements, settlement costs and other charges of counsel) imposed on, incurred by or asserted against any of them in connection with any litigation, investigation, claim or proceeding commenced or threatened related to the negotiation, preparation, execution, delivery, enforcement, performance or administration of this Agreement, any other documents related to this Agreement or any undertaking or proceeding related to any of the transactions contemplated hereby or thereby or any act, omission, event or transaction related or attendant thereto, including amounts paid in settlement, court costs and the fees and expenses of counsel, except that Grantee shall not have any obligation under this Section to the extent that such losses, claims, damages, liabilities, costs or expenses do not result from an act or omission by Grantee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section which

it is permitted to pay under applicable law to the City in satisfaction of indemnified matters under this Section. To the extent permitted by applicable law, neither Grantee nor the City shall assert, and each of Grantee and the City hereby waives, any claim against either Grantee or the City, as applicable, on any theory of liability for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other documents related to this Agreement or any undertaking or transaction contemplate hereby. All amounts due under this Section shall be payable upon demand. The foregoing indemnity shall survive the termination of this Agreement.

- 14. <u>CITY IDENTIFICATION IN MARKETING MATERIALS</u>. Grantee shall acknowledge the financial support of the City with respect to this Agreement in all printed materials (including but not limited to informational releases, pamphlets and brochures, construction signs, project and identification signage and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio or in the press or any other printed media). In identifying the City as a funding source, Grantee 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. Grantee's obligations under this Section shall be in effect throughout the term of this Agreement.
- 15. <u>CONFLICT OF INTEREST</u>. Grantee agrees that no officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, nor any immediate family member, close business associate or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Grantee or in this Agreement and Grantee shall take appropriate steps to assure compliance.

#### 16. <u>MISCELLANEOUS</u>.

- (A) <u>Relocation of Project Site Within the City</u>. During the term of the Tax Credit, Grantee may change the location of the Project Site to another location, but only within the City of Cincinnati's corporate boundaries.
- (B) <u>Governing Law</u>. This Agreement shall be governed by the laws of the State as to all matters, including but not limited to matters of validity, construction, effect and performance.
- (C) <u>Forum and Venue</u>. All actions regarding this Agreement shall be brought in a court of competent subject matter jurisdiction in Hamilton County, Ohio.
- (D) <u>Entire Document</u>. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- (E) <u>Severability</u>. If any provisions of this Agreement are declared by final non-appealable court order to be unlawful or invalid under applicable law, then such order shall not invalidate the remainder of this Agreement not found to be unlawful or invalid and shall not create any liability to the City resulting from the unlawfulness or invalidity of such provisions. Any provision so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such provision to the fullest extent possible while remaining lawful and valid.
- (F) <u>Assignment</u>. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by Grantee without the prior express written consent of the City.
- (G) <u>Successor in Interest</u>. Each and all of Grantee's obligations under this Agreement shall extend to and bind not only Grantee, but its successors and assigns. Only in the case of assignment consented to by the City (as provided in subsection (F) above), Grantee's benefits hereunder shall inure to the benefit of any approved assignee.

- (H) <u>Certification as to Non-Debarment</u>. Grantee represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, Grantee shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If Grantee or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, Grantee shall be considered in default under this Agreement.
- (I) <u>Notices</u>. All notices, consents, demands, requests and other communications given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by mail, registered or certified, to the addresses set forth hereunder, or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

To the City:

City of Cincinnati 801 Plum Street, Room 152 Cincinnati, Ohio 45202 Attention: City Manager

with a copy to:

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

To Grantee:

Waites Sensor Technologies, Inc. 1045 W. 8th Street, Cincinnati, OH 45203 Attention: Ray Ratan, Chief Fiscal Officer

with a copy to:

Waites Sensor Technologies, Inc. 20 W. 11th Street, Covington, KY 41011 Attention: Laura Adelmann, In-House Counsel

If Grantee sends a notice to the City alleging that the City is in breach of this Agreement, Grantee shall simultaneously send a copy of such notice by U.S. certified mail to: City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202, Attention: City Solicitor.

(J) <u>Wage Enforcement</u>. This Agreement 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 a contractor or subcontractor of that person, shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination. Under the Wage Enforcement provisions, the City shall have the authority, under certain circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.

- (K) <u>Legal Requirements</u>. In completing and operating the Project, and in undertaking the matters contemplated by this Agreement, Grantee 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.
- (L) <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.
- 17. <u>FEES</u>. Grantee shall pay to the City (i) within 10 days following the Effective Date, an initial administrative fee in connection with the City's application, underwriting, processing and documentation costs equal to \$3,000.00, and (ii) concurrently with the submission of each required annual report under Section 7, an annual monitoring, review and administration fee of \$2,000.00.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest date of which shall be the "<u>Effective Date</u>."

WAITES SENSOR TECHNOLOGIES, INC., a Delaware corporation,

Ву:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date: \_\_\_\_\_, 2025

As authorized by corporate resolution dated \_\_\_\_\_, 20\_\_\_

CITY OF CINCINNATI, an Ohio municipal corporation

By:\_\_\_

Sheryl M.M. Long, City Manager

Date:\_\_\_\_\_

Approved as to Form:

Assistant City Solicitor

Certification of Funds:

Certified Date:

Fund/Code:\_\_\_\_\_

Amount:\_\_\_\_\_

Ву: \_\_\_\_\_

Karen Alder, City Finance Director



April 16, 2025

То:	Mayor and Members of City Council	202500754	
From:	Sheryl M. M. Long, City Manager		
Subject:	Ordinance – Zone Change from Office General-Transportation Corridor (OG-T) Planned Development (PD), including a Concept Plan and Development Progr Statement, at 198 E. McMillan Street and 237 William H. Taft Road in Mt. Aubur		

Transmitted is an Ordinance captioned:

**AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 198 E. McMillan Street and 237 William H. Taft Road in the Mt. Auburn neighborhood from the OG-T, "Office General-Transportation," zoning district to Planned Development District No. 104, "Chick-fil-A".

The City Planning Commission recommended approval of the designation at its April 4, 2025, meeting.

#### Summary

The petitioner, Union on Taft LLC, has requested a Zone Change from Office General – Transportation Corridor (OG-T) to Planned Development No. 104 (PD-104) to facilitate a mixedused development on the property. The Planned Development will include an existing multi-family apartment building and a new restaurant with drive-through service. The site is within the Mt. Auburn neighborhood.

If approved, the proposed mixed-use development would include 103-units of student housing with 180 parking spaces and an outdoor courtyard, and a new Chick-fil-A restaurant with 76 parking spaces, a two-lane drive-though, and seating for 94 guests. The new restaurant is proposed to be a standalone building, approximately 5,020 square feet and 21 feet tall. The proposal includes pedestrian walkways connecting to adjacent sidewalks with internal crosswalks connecting the walkways to the building's entrance.

The City Planning Commission recommended the following on April 4, 2025, to City Council:

**APPROVE** the Concept Plan and Development Program Statement as submitted; and

**ADOPT** the proposed zone change from Office General-Transportation (OG-T) to Planned Development (PD) at 198 E. McMillan Street and 237 William H. Taft Road in Mt. Auburn.

cc: Katherine Keough-Jurs, FAICP, Director, Department of City Planning and Engagement

**AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 198 E. McMillan Street and 237 William H. Taft Road in the Mt. Auburn neighborhood from the OG-T, "Office General-Transportation," zoning district to Planned Development District No. 104, "Chick-fil-A."

WHEREAS, Union on Taft, LLC ("Owner") owns the real property located at 198 E. McMillan Street and 237 William H. Taft Road ("Property") in the Mt. Auburn neighborhood, which comprises approximately 5.5 acres and is located in the OG-T, "Office General-Transportation," zoning district; and

WHEREAS, the Property currently consists of a four-story multi-family residential apartment building with 103 units, a large surface parking lot, and greenspace; and

WHEREAS, the Owner has petitioned the City to rezone the Property from the OG-T, "Office General-Transportation," zoning district to Planned Development District No. 104 ("PD-104") to facilitate the construction of a new drive-through restaurant ("Project"); and

WHEREAS, the Project includes maintaining the existing multi-family residential building on the Property and converting the surface parking facility into a drive-through restaurant in the southeast corner of the Property with seating for up to ninety guests including dedicated outdoor seating, approximately 76 parking spaces, landscaping, and new signage; and

WHEREAS, the Owner has submitted a concept plan and development program statement for the Project, which concept plan and development program statement describe the land use and development regulations that will govern the Project and which documents otherwise meet the requirements of Cincinnati Municipal Code Section 1429-09; and

WHEREAS, the Owner has sufficient control over the Property to affect its proposed plan and construct the Project; and

WHEREAS, the Project is compatible with surrounding land uses, will create employment opportunities for the community, convert a surface parking facility into a more productive land use, and will provide additional dining options for nearby residents and attract new visitors to the Mt. Auburn neighborhood; and

WHEREAS, the proposed zone change is in accordance with the "Compete" Initiative Area of Plan Cincinnati (2012), which includes the strategy to "[t]arget investment to geographic areas where there is already economic activity" (page 115), and the action step to "[f]ocus development on the existing centers of activity" (page 116); and

WHEREAS, the proposed rezoning is in accordance with the Mt. Auburn Community Plan (1992), which includes the goal to "[l]imit retail business development to centralized locations near transit and residences" (page 46); and

WHEREAS, on April 4, 2025, the City Planning Commission approved the rezoning of the Property from the OG-T, "Office General-Transportation," zoning district to PD-104, upon a finding that: (i) the Owner's concept plan and development program statement are consistent with applicable plans and policies and are compatible with surrounding development; (ii) the concept plan and development program statement enhance the potential for superior urban design in comparison with the development under the base district regulations that would apply if the plan were not approved; (iii) deviations from the base district regulations applicable to the Property at the time of the Owner's application are justified by compensating benefits of the concept plan and development program statement; and (iv) the concept plan and development program statement include adequate provisions for utility services, refuse collection, open space, landscaping and buffering, pedestrian circulation, traffic circulation, building design, and building location; and

WHEREAS, a committee of Council held a public hearing on the proposed rezoning of the Property following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved the rezoning, finding it in the interest of the general public's health, safety, morals, and welfare; and

WHEREAS, the Council resolves to rezone the Property from the OG-T, "Office General-Transportation," zoning district to PD-104 finding it to be in the interest of the public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That Council hereby adopts as its own independent findings the Cincinnati Planning Commission's findings that the planned development proposed by Union on Taft, LLC for the real property generally located at 198 E. McMillan Street and 237 William H. Taft Road ("Property") in the Mt. Auburn neighborhood as shown on the map attached hereto as Attachment A and incorporated herein by reference conforms to the requirements of Cincinnati Municipal Code Sections 1429-05, 1429-09, and 1429-11.

Section 2. That the shape and area of the City's official zoning map in the location of the Property, which real property is identified on the map attached hereto as Attachment A, and which real property is more particularly described on Attachment B, attached hereto and made a part hereof, is hereby amended from the OG-T, "Office General-Transportation," zoning district to Planned Development District No. 104 ("PD-104").

Section 3. That the development program statement, attached hereto as Attachment C and made a part hereof, and the concept plan, attached hereto as Attachment D and made a part hereof, are hereby approved. The approved development program statement and concept plan, which include the incorporation of the provisions of Cincinnati Municipal Code Chapter 1429, "Planned Development Districts," in addition to other more specific provisions, shall govern the use and development of the Property during the effective period of PD-104.

Section 4. That, should PD-104 lapse pursuant to provisions of Cincinnati Municipal Code Chapter 1429, "Planned Development Districts," the Property shall revert to the OG-T, "Office General-Transportation," zoning district in effect immediately prior to the effective date of PD-104.

Section 5. 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

#### Honorable City Planning Commission Cincinnati, Ohio

**<u>SUBJECT</u>**: A report and recommendation on a proposed zone change from Office General-Transportation (OG-T) to Planned Development (PD), including a Concept Plan and Development Program Statement, at 198 E. McMillan Street and 237 William H. Taft Road in Mt. Auburn.

#### **GENERAL INFORMATION:**

Location: 198 E. McMillan Street and 237 William H. Taft Road, Cincinnati, OH, 45219

Petitioner/Owner: Union on Taft LLC, 2718 Short Vine Street, Cincinnati OH, 45219

Request: A proposed zone change from Office General-Transportation Corridor (OG-T) to Planned Development (PD), including the Concept Plan and Development Program Statement, to allow for a mixed-use development to include an existing multi-family apartment building and a new restaurant withdrive-through service.

#### **ATTACHMENTS:**

Provided in addition to this report are the following exhibits:

- Exhibit A Location Map
- Exhibit B Concept Plan and Site Plan
- Exhibit C Development Program Statement
- Exhibit D Architecture Drawings
- Exhibit E Signage Plan
- Exhibit F Development Schedule
- Exhibit G Land Survey
- Exhibit H Deed
- Exhibit I Coordinated Site Review
- Exhibit J Traffic Analysis Report
- Exhibit K DOTE Letter
- Exhibit L Applicant Letter
- Exhibit M Community Engagement Summary
- Exhibit N Public Comment
- Exhibit O Site Proximity to Student Housing
- Exhibit P Legal Description
- Exhibit Q Zoning Plat

#### **BACKGROUND:**

The subject property is an approximately 5.5-acre site at 198 E. McMillan Street and 237 William H. Taft Road in Mt. Auburn. It is generally bound by William H. Taft Road to the north, Highland Avenue to the east, and E. McMillan Road to the south. The site has an existing four-story apartment building (The Union on Taft apartments) ranging from studios to five-bedroom units with surrounding surface parking and open space. The site was formerly used as an office building before the applicant converted the offices into 103 apartment units for student housing in 2023. The property is within the Mt. Auburn neighborhood and adjacent to the Corryville neighborhood.

The proposed Planned Development (PD) includes a new use for a drive-through restaurant operated by Chick-fil-A Inc. The PD is necessary for the applicant because a restaurant with a drive-through service is not permitted in the existing zoning district (OG-T). The Department of City Planning and Engagement

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(DCPE) reviewed the proposed restaurant during the Coordinated Site Review process. A zone change to CC-M-T was recommended because it's the only adjacent zoning district that allows for drive-through service. The recommended zone change to CC-M-T would have required changes to the proposed site plan to better comply with the zone's design standards, such as placing the building at the corner along the sidewalk, adding 50-60% transparency to the east and south elevations, and relocating the drive-through to one of the side yards and/or rear yard. The applicant was unable to make the site changes for the proposed Chick-fil-A because the changes would disrupt the restaurant's optimal traffic flow, as discussed in Exhibit L. A PD is the remaining option for the applicant to receive zoning approval for the proposed restaurant.

The request is being made by Union on Taft LLC, an Uptown Rental Properties controlled entity. Uptown Rental Properties is a commercial and residential development and management company based in Cincinnati, OH. Their portfolio includes 37 commercial properties, 44 conventional residential properties, and 88 student properties.

#### **ADJACENT LAND USE AND ZONING:**

The subject property is currently zoned Office General-Transportation Corridor (OG-T). The adjacent zoning and land uses are as follows:

#### North:

1101	un.	
	Zoning:	Office General-Transportation Corridor (OG-T)
	Existing Use:	Hamilton County office buildings
Eas	st:	
	Zoning:	Office General-Transportation Corridor (OG-T), Commercial Community-Mixed
		Transportation Corridor (CC-M-T), and Commercial Community-Pedestrian-
		Transportation Corridor (CC-P-T)
	Existing Use:	Multi-family housing, offices, and a fast-food restaurant with a drive-through
Sou	ıth	
	Zoning:	Planned Development (PD) and Office General-Transportation Corridor (OG-T)
	Existing Use:	Multi-family apartment buildings and an office building
We	st:	
	Zoning:	Office General-Transportation Corridor (OG-T)
	Existing Use:	Surface parking lot

#### **PROPOSED DEVELOPMENT:**

The proposed Concept Plan (Exhibit B) and Development Program Statement (Exhibit C) allow for a mixed use development on the 5.5-acre site. The existing apartment building (The Union on Taft) would remain on approximately 4 acres of the site and a new Chick-fil-A restaurant with drive-through would be developed on the remaining 1.47 acres of the site. The Chick-fil-A location is proposed on the existing surface parking lot in the southeast corner of the site at the corner of E. McMillan Street and Highland Avenue. Chick-fil-A locations like the proposed restaurant, on average, complete 150-200 transactions per hour and create 80-120 jobs.

The applicant intends to later subdivide the land for the two uses. Union on Taft LLC would maintain ownership of both properties while managing the apartment building and leasing the land to Chick-fil-A.

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## **Future Uses**

The applicant has outlined the following uses to be permitted in the proposed Planned Development:

Component	Uses	Building Square Footage	Height	Parking
Phase one: The Union on Taft	Residential multi- family (103 units)	197,000 square feet	4 stories Up to 70 feet	180 spaces
Phase two: Chick-fil- A	Restaurant, limited, with Drive-Through	5,020 square feet	1 story Up to 21 feet	76 spaces

#### Buildings

Two buildings would exist in the proposed Planned Development. The first is the existing Union on Taft apartment building, which is 70 feet tall and 197,000 square feet. The building is located on the north and west half of the site. No changes are proposed to this building at this time.

The second building is the proposed Chick-fil-A. This would be a one-story building, approximately 21 feet in height and 5,020 square feet. The building would be located in the southeast corner of the site and setback approximately 52 feet on E. McMillan Street and 45 feet on Highland Avenue. The main entrance would be located facing west on the site, with staff entrances facing east towards Highland Avenue. The restaurant would provide seating for up to 90 guests inside and four guests outdoors.

Two canopy structures are proposed on the Chick-fil-A site (Exhibit D). The first canopy would be located south of the primary building along E. McMillan Street. The canopy would be approximately 60 feet long. The second canopy would be located along the north façade and would be approximately 31 feet by 50 feet.

The restaurant's refuse and storage area would be located in the northwest corner of the Phase Two site and enclosed with the same materials used on the primary building (Exhibit D).

## Parking

The existing site includes 325 surface parking spaces. The proposal would maintain 180 parking spaces for the Union on Taft Apartments and 76 parking spaces for the Chick-fil-A restaurant. Driveway entrances for the Union of Taft Apartments would exist on William H Taft Road and E. McMillan Street, while Chick-fil-A would have separate driveway entrances on E. McMillan Street and Highland Avenue. The existing E. McMillan Street driveway, closest to the corner of Highland Avenue, would be moved approximately 100 feet west from its current location.

## Signage

The applicant has submitted a proposed signage plan for Phase Two, including five sign typologies (Exhibit E):

- 1. Main ID Sign (A1): A ground sign located along E. McMillan Street, measuring 9 feet by 8 feet (72 square feet) on a 2-foot masonry base. The upper half of the sign would display the business logo, and the bottom half would provide a non-digitized message board with 6-inch letters.
- 2. Shared Monument Sign (A2): A ground sign located near the corner of William H Taft Road and Highland Avenue, measuring 9 feet 4 inches by 7 feet 4 inches (63 square feet) on a 2-foot masonry base. The upper half of the sign would display the restaurant's business logo, and the bottom half would display the apartment building's logo.

- 3. Wall Sign-Script (B, C, E): A wall sign on the west, south, and east façades, measuring 11 feet 9 inches by 5 feet (58.75 square feet each). The sign would display a secondary business logo.
- 4. Wall Sign-Icon (D): A wall sign on the north façade, measuring 6 feet by 6 feet (36 square feet). The sign would display a secondary business logo.
- 5. Welcome Sign (F): A wall sign on the west façade, measuring 5 feet 6 inches by 4 feet 8.75 inches (26 square feet). The sign would display the message, "Welcome Friends and neighbors ... McMillan & Highland".

Staff from the Department of City Planning and Engagement (DCPE) supports the proposed signage plan with the exception of the *Shared Monument Sign (A2)*. If the proposed Planned Development were approved and the phases subdivided, this proposed ground sign at William H Taft Road and Highland Avenue would create a non-conforming off-site outdoor sign. DCPE suggests that the *Shared Monument Sign (A2)* be removed from the signage plan if the Concept Plan and Development Statement are approved.

#### **Circulation and Access**

The circulation of the two phases would operate independently. The Union on Taft Apartment building and the Chick-fil-A sites would be separated and buffered by landscaping, fences, and retaining walls.

The Union on Taft Apartments has vehicular access from driveway entrances on William H Taft Road and E. McMillan Street. An internal driveway provides through access and connects the entrances. Sidewalks border the apartment site on its north, east, and south sides, and pedestrian walkways abut the building on most sides. No walkways or crosswalks are proposed to connect the apartment's pedestrian network to the proposed Chick-fil-A on site.

The proposed Chick-fil-A would have vehicular access from a separate driveway entrance on E. McMillan Street and an entrance on Highland Avenue. A two-way drive would funnel traffic from both entrances towards a two-lane drive-through circling the structure on the north, east, and south facades (Exhibit B). Sidewalks would border the restaurant along most of its sides. A pedestrian access point is proposed off each E. McMillan Street and Highland Avenue. The Highland Avenue pedestrian access provides a sidewalk along the northern edge of the drive-through and a crosswalk at the end of the drive-through lanes. The E. McMillan Street pedestrian access provides a northbound sidewalk near the start of the drive-through lanes with two crosswalks to the building's main entrance.

#### **Common Open Space**

The Union on Taft Apartments includes an outdoor courtyard for residents along Highland Avenue with lounge areas and grilling stations. The Chick-fil-A would provide an outdoor area with dining for up to four guests along the west façade. The Union on Taft LLC would secure maintenance for the common open space areas.

#### **Fences and Walls**

The border between the two phases is defined by the existing four-foot chain link fence atop concrete retaining walls, which are proposed to remain, except for a 20-foot reduction to one internal wall running east-west. Phase Two proposes a new two-foot block retaining wall with a 3.5-foot fence along most of the site's Highland Avenue edge, continuing around the corner onto E. McMillan Street for approximately 35 feet.

#### Landscaping

Final landscaping will be submitted with the Final Development Plan. The Concept Plan proposes that the impervious ratio of the site would be 0.73, where approximately 4.02 acres of the total 5.51 acres would be impervious surfaces.

#### Schedule

The applicant anticipates the development occurring under the following phasing program (Exhibit F):

**Phase One:** Renovation of the Union on Taft Apartment building was completed in 2023 and opened in 2024. This phase is considered complete, and no changes are proposed.

**Phase Two:** Construction of the Chick-fil-A restaurant would begin in September 2025 with an anticipated opening in February 2026.

#### **SPECIFIC PURPOSES OF A PLANNED DEVELOPMENT DISTRICT:**

Per § 1429-01 of the Cincinnati Zoning Code, *Specific Purposes*, the specific purposes of the PD Planned Development District are to:

a. Establish a procedure for the development of land in order to allow for a more efficient and economic development of property than ordinarily permitted by conventional zoning and subdivision regulations.

The proposed development is not more efficient and economical than permitted by conventional zoning. Constructing a one-story restaurant without drive-through service is permitted with conditions in the existing OG-T zoning district. Maintaining OG-T zoning would allow for higher potential use of the site and future development to be more efficient and economical. For instance, a mixed-use building up to 112 feet tall can be built with eating and drinking establishments on the ground floor.

b. Ensure orderly and thorough planning and review procedures that lead to quality design and development.

The planning and review procedures did not lead to quality design and development. Staff from the Department of City Planning and Engagement recommended the applicant team consider a re-design of the restaurant site to better comply with a zone change to the adjacent CC-M-T zoning district. The redesigned site would have brought the building to the sidewalk for pedestrians to engage with, and safely access, the restaurant while de-emphasizing the drive-through's visual impact.

*c.* Encourage creativity in developments by allowing greater flexibility in access, light, open space and amenities.

The proposed development does not encourage creativity in access, light, open space, and amenities.

*d. Encourage common open space and provide for its maintenance.* 

The proposed development provides common open space and the applicant will provide for its maintenance.

*e.* Encourage the coordinated development of properties that might otherwise be developed individually, which may be a detriment to the surrounding neighborhoods and the developer.

The proposed development does encourage the coordinated development of properties that might be developed individually, as Uptown Rental Properties will maintain ownership of both phases.

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## **BASIC REQUIREMENTS OF A PLANNED DEVELOPMENT DISTRICT:**

Per §1429-05 of the Cincinnati Zoning Code, *Basic Requirements*, PD Districts and development within PD Districts must comply with the following:

a. *Minimum Area* – The minimum area of a PD must be two contiguous acres.

The proposed zone change area is approximately 5.5 contiguous acres (Exhibit G).

b. **Ownership** – Evidence that the applicant has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development are required.

The applicant has provided proof of ownership of the property (Exhibit H).

*c. Multiple Buildings on a Lot* – *More than one building is permitted on a lot.* 

The proposed Concept Plan (Exhibit B) and Development Program Statement (Exhibit C) indicate two buildings on the site, including the existing Union on Taft apartment building and proposed Chick-fil-A restaurant.

d. **Historic Landmarks and Districts** – Whenever a Planned Development application is filed for a property wholly or partially located within a historic landmark, historic district, or involving a historic structure, the Historic Conversation Board shall advise the City Planning Commission relating to approval of the Final Development Plan.

No portion of the site is located within a historic district, nor does it contain any historic landmark.

e. *Hillside Overlay Districts* – *Whenever a Planned Development application is filed for a property wholly or partially located within a Hillside Overlay District, the City Planning Commission shall approve the Final Development Plan.* 

No portion of the site is located within the Hillside Overlay District.

f. Urban Design Overlay District – Whenever a Planned Development application is filed for a property wholly or partially located within an Urban Design Overlay District, the City Planning Commission shall approve the Final Development Plan.

No portion of the site is located within an Urban Design Overlay District.

## CONCEPT PLAN AND DEVELOPMENT PROGRAM STATEMENT:

According to §1429-09 of the Cincinnati Zoning Code, *Concept Plan and Development Program Statement*, a petition to rezone a property to a Planned Development (PD) must include a Concept Plan and Development Program Statement. The purpose is to describe the proposed use or uses to be conducted in the PD District. The Concept Plan and Development Program Statement must include text or diagrams that specify:

a. **Plan Elements** – A survey of the tract to be developed, providing a metes and bounds description of the property and the survey of property lines and total acreage. Additionally, the plan should include the location in general terms, of land areas to be developed, including: type and description of proposed land uses, buildings and structures; street rights-of-way and driveways; parcel boundaries and proposed lots, including set back lines; building heights; pedestrian circulation systems and open space or other facilities; and proposed topography, drainage, landscaping and buffer plantings.

The petitioner has submitted a Concept Plan (Exhibit B) and Development Program Statement (Exhibit C) that includes sufficient information regarding proposed uses, building locations, street access, and open space and landscaping.

b. **Ownership** – Evidence that the applicant has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development.

The applicant has provided proof of ownership of the property (Exhibit H).

*c.* **Schedule** – Time schedule of projected development, if the total site is to be developed in phases or if construction is to extend beyond a two-year time period.

There are two anticipated phases for the overall development (Exhibit F). Phase One includes the completed development of the Union on Taft Apartments and has no proposed changes, while Phase Two will include a proposed restaurant with drive-through service. The restaurant construction is expected to be completed within one year.

*d.* **Preliminary Reviews** – A preliminary review of geo-technical, sewage, water, drainage and refuse collection.

The proposed development was preliminarily reviewed by City departments and reviewing agencies through the City's Coordinated Site Review process (Exhibit H), including the City's Metropolitan Sewer District (MSD), Stormwater Management Utility (SMU), and Greater Cincinnati Water Works (GCWW).

e. **Density and Open Space** – Calculations of density and open space area.

Approximately 73% of the site will be occupied by buildings or paved surfaces, leaving 27% of the site as open space.

*f.* **Other Information** – Any other information requested by the Director of City Planning or the City Planning Commission.

#### Signage

The applicant has submitted a proposed signage plan for Phase Two, including five sign typologies (Exhibit E):

- 1. Main ID Sign (A1): A ground sign located along E. McMillan Street, measuring 9 feet by 8 feet (72 square feet) on a 2-foot masonry base. The upper half of the sign would display the business logo, and the bottom half would provide a non-digitized message board with 6-inch letters.
- 2. Shared Monument Sign (A2): A ground sign located near the corner of William H Taft Road and Highland Avenue, measuring 9 feet 4 inches by 7 feet 4 inches (63 square feet) on a 2-foot masonry base. The upper half of the sign would display the restaurant's business logo, and the bottom half would display the apartment building's logo.
- 3. Wall Sign-Script (B, C, E): A wall sign on the west, south, and east façades, measuring 11 feet 9 inches by 5 feet (58.75 square feet each). The sign would display a secondary business logo.
- 4. Wall Sign-Icon (D): A wall sign on the north façade, measuring 6 feet by 6 feet (36 square feet). The sign would display a secondary business logo.
- 5. Welcome Sign (F): A wall sign on the west façade, measuring 5 feet 6 inches by 4 feet 8.75 inches (26 square feet). The sign would display the message, "Welcome Friends and neighbors ... McMillan & Highland".

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## FINAL DEVELOPMENT PLAN:

Under §1429-13 of the Cincinnati Zoning Code, a Final Development Plan shall be submitted to the City Planning Commission for any portion of an approved Concept Plan that the petitioner wishes to develop following approval of the Concept Plan, Development Program Statement, and Planned Development designation by City Council. The Final Development Plan must substantially conform to the approved Concept Plan and Development Program Statement and requires significantly more detail than the Concept Plan. Approval of the Final Development Plan will allow the applicant to obtain the necessary permits for development. The process allows the City Planning Commission to authorize staff to approve Minor Amendments that might be necessary and establishes the process for Major Amendments that must be reviewed and approved.

## **COORDINATED SITE REVIEW:**

Phase Two (drive-through restaurant, Chick-fil-A) was reviewed by City departments and reviewing agencies through the City's Coordinated Site Review (CSR) process in September 2024 (Exhibit I). The Department of City Planning and Engagement recommended a zone change to Commercial Community-Mixed-Transportation Corridor (CC-M-T) with the need for additional conditions and variance relief, including drive-through and building location, setbacks, parking location, and building transparency.

A meeting with the applicant was held on October 1, 2024, to allow the development team the opportunity to discuss the comments outlined by each of the departments. Staff from the Department of City Planning and Engagement communicated that the department would have difficulty supporting the variances required and recommended that the applicant update the site plan to better conform with the proposed CC-M-T zoning district. Recommendations included placing the building at the corner along the sidewalk, adding 50-60% transparency to the east and south elevations, and relocating the drive-through to one of the side yards. The recommended changes are not out of character for the restaurant chain, as a similarly designed Chick-fil-A restaurant exists in the region.

The applicant team worked with the Department of Transportation and Engineering (DOTE) on the requirements for traffic analysis, including trip generation and distribution. On February 21, 2025, DOTE confirmed their completed review of the Traffic Analysis Report (Exhibit J), submitted by SHA Engineering, LLC, for the proposed Chick-fil-A and approved the findings and recommendations of the report (Exhibit K). Based on the report, DOTE determined that no changes were necessary for the right-of-way to support the traffic of the proposed restaurant. The report's recommendations included:

- The Highland Avenue driveway shall be constructed with a single inbound and single outbound lane.
- A stop sign shall be installed on the eastbound approach on the Highland Avenue driveway.
- The E. McMillan Street driveway shall be constructed with a single inbound and single outbound lane.
- A stop sign shall be installed on the southbound approach on the E. McMillan Street driveway.

## **ADDITIONAL CORRESPONDENCE:**

On January 7, 2025, staff from the Department of City Planning and Engagement (DCPE) met with the applicant team to discuss the proposed site design and zone change progress. The applicant team shared in an email prior to the meeting that they were unable to make the changes to the site that the staff suggested due to the following reasons:

- Relocating the drive-through to the Highland Avenue side yard would have removed the driveway entrance along Highland Avenue, which the applicant team stated was "essential for the traffic flow of the site and is necessary for access to the apartment building loading dock/trash compactor" (Exhibit K).
- The drive-through in the E. McMillan Street side yard "did not work because of the west property line as well as the large retaining wall that goes through the site."

• Chick-fil-A is "closing locations that they opened just a few years ago because of design flow on the site/site size cannot accommodate the amount of traffic."

The applicant team made the following revisions, which have been incorporated into the current Concept Plan and Development Program Statement:

- "Increased the landscape buffer. On E. McMillan Street, there is a 5 foot sidewalk, 5 foot tree lawn (per DOTE requirements) in addition to a planted landscape buffer. On Highland Avenue, there is a 7 foot sidewalk and a landscape buffer."
- "Privacy screening, masonry walls and fencing on E. McMillan Street. On E. McMillan Street where the order point is, they are proposing adding a privacy screening canopy built of brick with aluminum storefront infill panels. It is a substantial structure designed to bring the building to the street while screening cars."
- "Walls/fencing on Highland Avenue behind the landscape buffer there will be a masonry wall with a 3.5' fence on top."

Based on the site design, DCPE staff communicated to the applicant that the department could not support a zone change (with the necessary variances) to either of the adjacent commercial zoning districts (CC-P-T and CC-M-T), and suggested that a Planned Development would be the path forward for the drive-through restaurant, with the inclusion of the existing multi-family apartment building.

On March 5, 2025, DCPE staff met with the applicant team and shared concerns about the site's lack of pedestrian connectivity. Following the meeting, the applicant team resubmitted their site plan to add pedestrian walkways from both Highland Avenue and E. McMillan Street with internal crosswalks to the building's main entrance (Exhibit B).

## **PUBLIC COMMENT AND NOTIFICATION:**

The applicant team has engaged with the Mt. Auburn Community Council (MACC), as reported in Exhibit M. The applicant attended three MACC meetings in August 2024, October 2024, and February 2025. In addition, they have met with Mt. Auburn and Corryville Community Development Corporations, the University of Cincinnati, and the Port of Greater Cincinnati. Staff from the DCPE attended the February 18, 2025, MACC meeting regarding the proposed Chick-fil-A, where the applicant presented the project and engaged with the neighborhood regarding traffic concerns. Staff from the DOTE also attended the meeting and shared the department's acceptance of the applicant's Traffic Analysis Report and stated no changes are necessary to the right-of-way to support the traffic for the proposed restaurant. Some MACC members requested that the report be shared with the community council and that DOTE return to discuss the trip generation figures in more detail. MACC has not held a vote to determine support for the proposal, so a letter of support has not been submitted.

The Department of City Planning and Engagement held a virtual Public Staff Conference on the proposed Concept Plan and Development Program Statement, and concurrently submitted Final Development Plan, on March 6, 2025. Three members of the public were in attendance. One MACC member provided public comment, which included praise to the applicant team for their continued collaboration with MACC on the proposal and their excitement that the E. McMillan Street driveway is moving further west away from the Highland Avenue intersection. The members' concerns were related to the potential for traffic congestion resulting from vehicles turning left off Highland Avenue to access the restaurant and the number of drive-through stacking spaces provided on site. The applicant team reiterated DOTE's approval of the Traffic Analysis and stated that if changes were needed on Highland Avenue, then DOTE would require interventions.

Notice of the March 6, 2025, Public Staff Conference and April 4, 2025, City Planning Commission

meeting was sent to all property owners within 400 feet of the site, Mt. Auburn Community Council, and Corryville Community Council. One member of the public submitted a letter in opposition of the proposed design, as reported in Exhibit N.

## **CONSISTENCY WITH PLANS:**

*Plan Cincinnati (2012)* The proposal is consistent with the following *Plan Cincinnati* sections.

- *Compete* Initiative Area of *Plan Cincinnati*, specifically the goal to "Target investment to geographic areas where there is already economic activity" and the objective to "Focus development on the existing centers of activity" (p. 115-116).
- *Connect* Initiative Area, specifically the goal to "Expand options for non-automotive travel," the objective to "Expand connectivity and facilities for pedestrians, bicyclists, and transit users," and strategies "For all new development proposals, encourage pedestrian connections through sidewalks and other pedestrian facilities between private property and the public right-of-way" and "Review all new residential, commercial and mixed use developments to incorporate or extend multi-modal transportation networks (roads, bicycle paths, pedestrian systems)" (p.130-131).

The proposal adds a restaurant near the University of Cincinnati and student developments in Mt. Auburn and Corryville, aligning with the plan's goals of investing in and developing sites close to other economic activity. In addition, the applicant listened to feedback and updated the proposed restaurant site plan to include walkways connecting to the sidewalks along Highland Avenue and E. McMillan Street with internal crosswalks to the building's main entrance. These updates expand the options for non-auto-motive travel and encourage pedestrian connections between private property and public right-of-way.

The proposal is not consistent with the following *Plan Cincinnati* sections.

- *Policy Principle* to "Preserve or create a pedestrian-scaled city" (p. 78). The policy's language states, "we want Cincinnati to become truly human-scaled by focusing on accommodating the person and not the automobile," and continues in the policy recommendation that, "We will permeate our neighborhoods with compact, walkable mixed-use development, bikeable streets and trails, and transit of all types."
- *Live* Initiative Area, specifically the objective to "Increase mixed-use, compact walkable development throughout the basin and uptown, surrounding our centers of activity, and along transit corridors" (p. 157).
- *Sustain* Initiative Area, specifically the goal to "Make sustainable access to and use of fresh, healthy food a priority in all neighborhoods," the objective to "Eliminate Food Deserts in Cincinnati," and the strategy to "Consider a program to regulate the number and nature of fast-food establishments in the City" (p. 190-191).

The proposed drive-through restaurant is an auto-oriented use and fast-food establishment not supported by *Plan Cincinnati*. The plan strongly encourages development in the City that is designed for pedestrians and increases walkable, mixed-use developments. The proposal fails to meet the *Policy Principle* and *Live* strategies based on its design, which is primarily focused on attracting and circulating vehicles. The restaurant's heavy emphasis on its drive-through, including two lanes circling the building, forces the restaurant to be set back more than 45 feet from the street edge. This creates an uncomfortable buffer for pedestrians and the public space. In addition, the Planned Development is not an integrated mixed-use development as it does not connect the site's two uses or function as a mixed-use environment. Finally, the fast-food nature of the proposed restaurant opposes the *Sustain* strategy to regulate fast-food establishments in the City and prioritize healthier food options.

## Green Cincinnati (2023)

The proposal is consistent with the *Mobility* Focus Area of *Green Cincinnati*, specifically, the strategy to "Improve bike and pedestrian connectivity so that residents can safely access the places they need to go" and the action to "Improve sidewalk connectivity and maintenance in neighborhoods where connectivity/walkability is lacking" (p. 118-119). The applicant listened to feedback and updated the proposed restaurant site plan to include walkways connecting to the sidewalks along Highland Avenue and E. McMillan Street with internal crosswalks to the building's main entrance.

## Mt. Auburn Community Plan (1992)

The proposal is consistent with the Commercial Development section of the *Mt. Auburn Community Plan*, specifically the goal to "Limit retail business development to centralized locations near transit and residences" (p. 46). The proposed restaurant is centrally located near several multi-family apartment buildings and student housing along multiple transit routes.

## **CITY PLANNING COMMISSION ACTION:**

According to §1429-11(a) of the Cincinnati Zoning Code, the City Planning Commission may recommend approval or conditional approval, with restrictions on the establishment of a PD District on finding that all of the following circumstances apply:

1. The PD Concept Plan and Development Program Statement are consistent with applicable plans and policies and is compatible with surrounding development;

The proposed Concept Plan and Development Program Statement do not fully align with *Plan Cincinnati* (see *Consistency with Plans*) but are compatible with several sections of the *Green Cincinnati* plan, *Mt. Auburn Neighborhood Plan*, and surrounding development.

2. The PD Concept Plan and Development Program Statement enhance the potential for superior urban design in comparison with the development under the base district regulations that would apply if the plan were not approved;

The Concept Plan and Development Program Statement fails to enhance the potential for superior urban design compared to base zoning regulations. To meet the minimum design standards under the property's current zoning regulations, the applicant would need to:

- Request a conditional use for the building size of the restaurant (§1407-05)
- Remove the drive-through (§1407-05)
- Locate parking in the rear yard (§ 1407-04)
- Remove the ground sign near the corner of William H. Taft Road and E. McMillan Street (§ 895-1-O)
- Subdivide the lot into two properties for each use (the applicant intends to subdivide uses if the PD is approved)

Staff from the Department of City Planning and Engagement (DCPE) recommended that the applicant team revise the restaurant site plan to better comply with a zone change to the adjacent CC-M-T zoning district. Recommendations included placing the building at the corner along the sidewalk, adding 50-60% transparency to the fronting facades, and relocating the drive-through to one of the side yards. The redesigned site would have brought the building to the sidewalk for pedestrians to engage with, and safely access, the restaurant while de-emphasizing the drive-through's visual impact. The applicant provided reasons why the recommended site designs were not feasible (see *Additional* 

Correspondence).

DCPE believes the proposed site design does not provide a superior urban design, and the proposed restaurant use could exist within the City's zoning code in several forms.

3. Deviations from the base district regulations applicable to the property at the time of the PD application are justified by compensating benefits of the PD Concept Plan and Development Program Statement;

The proposed Planned Development can provide compensating benefits that justify deviations from the base district regulations. The deviations from the base district regulations that the proposed Planned Development is requesting are the building size, drive-through service, drive-through location, parking location, and a potential off-site outdoor advertising sign. The site for the proposed restaurant is currently a surface parking lot. Developing this site and replacing the parking lot with a restaurant can activate a corner lot on an arterial street, provide over 80-120 jobs, increase the land's value, improve the site's infrastructure, and increase the City's tax revenue.

4. The PD Concept Plan and Development Program Statement includes adequate provisions for utility services, refuse collection, open space, landscaping, pedestrian circulation and traffic circulation, building design and building location.

All aspects are outlined in the Concept Plan and Development Program Statement as submitted.

## ANALYSIS:

The proposed Planned Development (PD) is intended to be subdivided to create two lots, one for each use if the Concept Plan, Development Program Statement, and Final Development Plan are approved. No improvements are proposed on the completed multi-family apartment site (Phase One), so approving the PD will only result in a drive-through restaurant (Phase Two). The staff from the Department of City Planning and Engagement (DCPE) acknowledges that the proposed PD can benefit the area by activating an existing surface parking lot and offering a new commercial use near an economic activity center. In addition, the proposed Chick-fil-A restaurant is compatible with the existing surrounding development and the more auto-centric nature of arterial thoroughfares near interstates. However, DCPE believes that the City must be careful about the placement of auto-oriented uses, especially in an expanding college environment that is driving increased density and student housing near the site (Exhibit O) and when City policies are focused on creating pedestrian-scaled, walkable, mixed-use developments.

Planned Developments are intended to allow for zoning flexibility in projects to create more efficient use of land than conventional zoning, align with City policies, and provide superior urban design. DCPE did not support the restaurant's auto-oriented site design when reviewing the restaurant for a zone change to one of the adjacent commercial districts (see *Coordinated Site Review* and *Additional Correspondence*). The restaurant could better accommodate pedestrians (including nearby residents, college students, and transit users), deemphasize vehicular impact, and substantially fit within the City's zoning code. In addition, maintaining OG-T zoning would allow for higher potential use of the site and future development to be more efficient and economical.

DCPE staff recognizes and appreciates the effort the applicant team has put into engaging the Mt. Auburn Community Council (MACC). The applicant attended several council meetings and hosted a site walk with their members. It is important for the City's developers to engage with the public. The main concerns from MACC and the public are related to the site's ability to capture vehicular demand for the restaurant, congestion on the adjacent roadways surrounding the site, and disruption to typical traffic in this area. DCPE defer to the Department of Transportation and Engineering review and its approval of the Traffic Analysis Report submitted by the applicant (Exhibit K).

## **FINDINGS:**

It is the opinion of the Department of City Planning and Engagement staff that the proposed Concept Plan and Development Program Statement are in compliance with §1429-05 *Basic Requirements* but are not in compliance with §1429-11 (a) *City Planning Commission Action*. The proposal is not consistent with the standards of establishing a Planned Development District.

## **CONCLUSIONS:**

Staff from the Department of City Planning and Engagement does not support the proposed zone change from Office General-Transportation Corridor (OG-T) to Planned Development (PD), including a Concept Plan and Development Program Statement, at 198 E. McMillan Street and 237 William H. Taft Road in Mt. Auburn for the following reasons:

- 1. The proposed PD is not consistent with the specific purposes of the Planned Development districts (§ 1429-01).
- 2. The proposed PD does not fully align with *Plan Cincinnati (2012)*.
- 3. While the proposed PD would activate an existing surface parking lot, the site plan is auto-oriented and does not enhance the potential for superior urban design.
- 4. The proposed PD would only allow for the development of a drive-through restaurant, as no changes are proposed for the existing residential use. Further, the two uses would operate separately, not as a fully integrated mixed-use development.

## **RECOMMENDATION:**

Staff from the Department of City Planning and Engagement recommends that the City Planning Commission take the following action:

- 1. ADOPT the Department of City Planning and Engagement Findings as detailed in this report; and
- 2. NOT APPROVE the Concept Plan and Development Program Statement as submitted; and
- 3. **DENY** the proposed zone change from Office General-Transportation (OG-T) to Planned Development (PD), including a Concept Plan and Development Program Statement, at 198 E. McMillan Street and 237 William H. Taft Road in Mt. Auburn.

Respectfully submitted:

J. Libbs

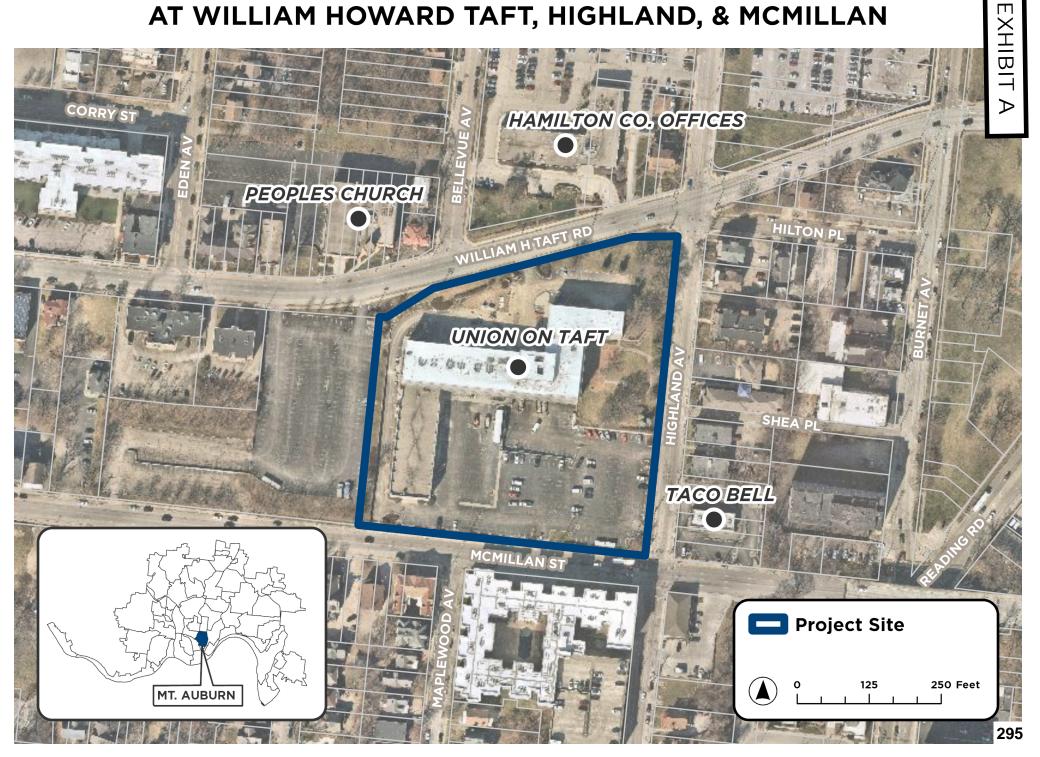
Kyle Gibbs, City Planner Department of City Planning & Engagement

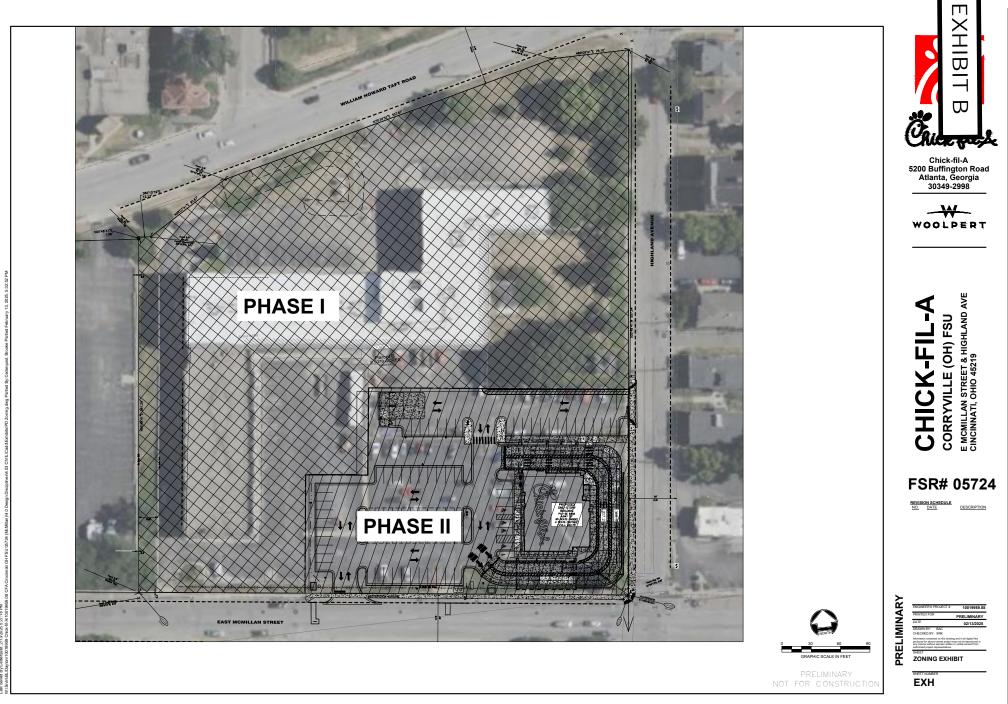
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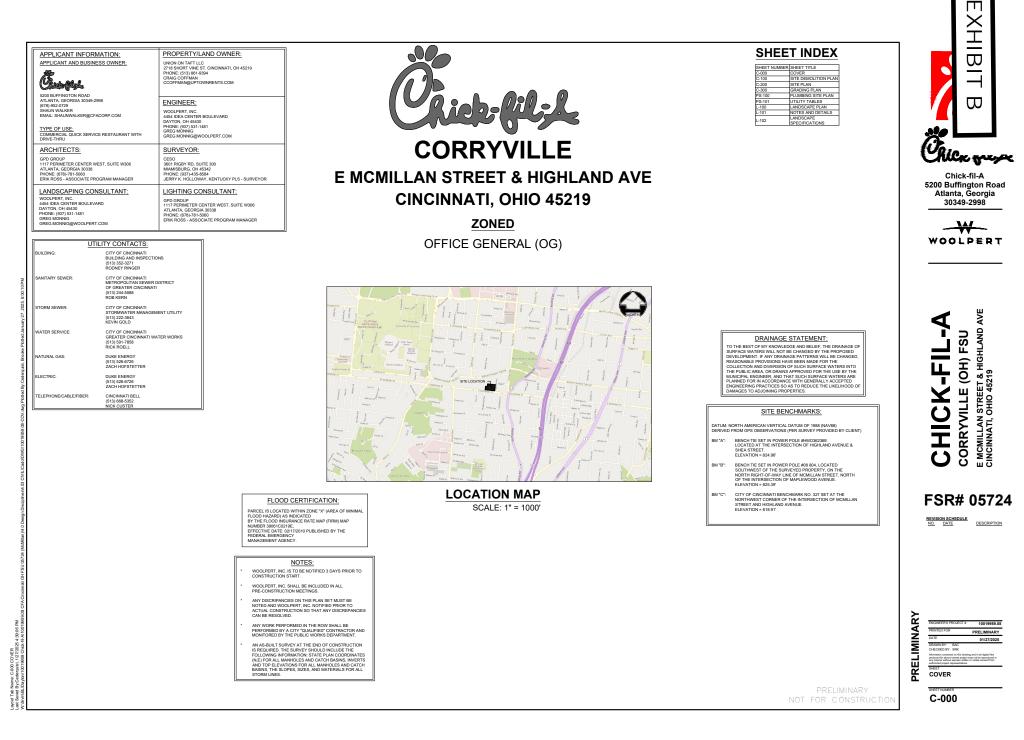
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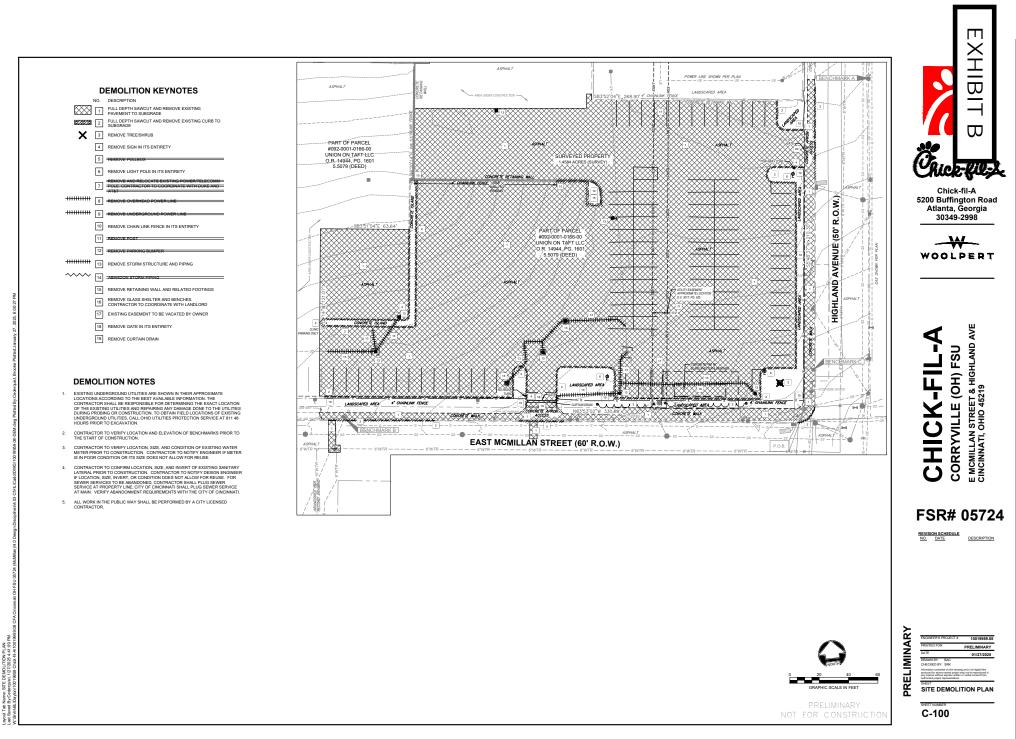
Katherine Keough-Jurs, FAICP, Director Department of City Planning & Engagement

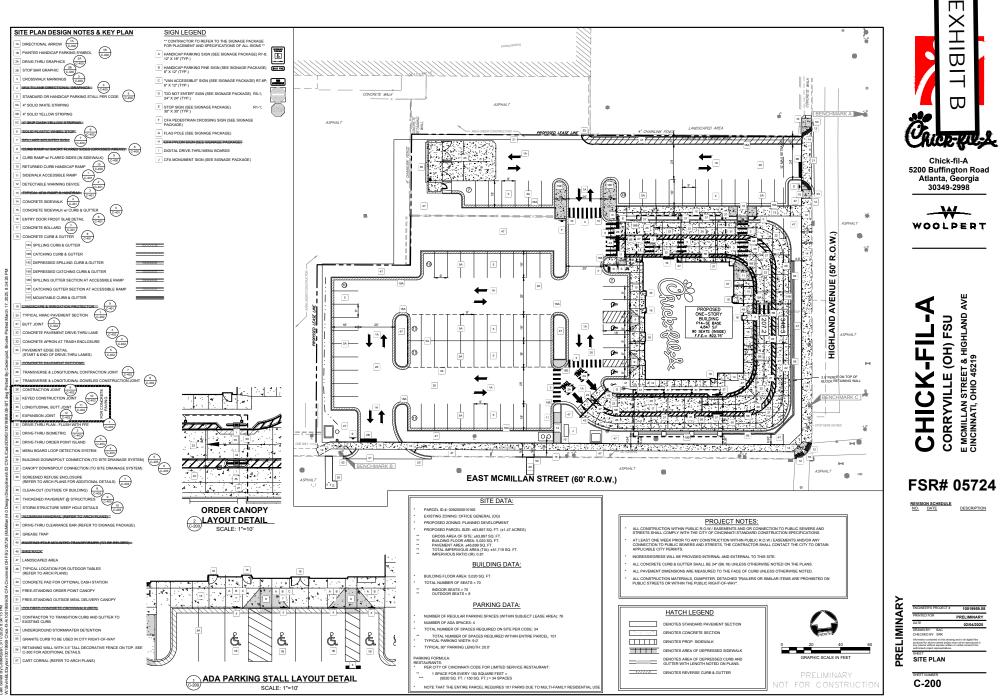
# A PROPOSED ZONE CHANGE TO PLANNED DEVELOPMENT (PD) AT WILLIAM HOWARD TAFT, HIGHLAND, & MCMILLAN











DESIGNATED HANDICAP PARKING AREAS SHALL BE GRADED TO A MAXIMUM OF 1.5% THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN CONSTRUCTION I MITS AND EASEMENTS SHOWN ON THE PLANS, ANY DAMAGE TO PROPERTIES OUTSIDE THE STIFE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

SLOPES IN I EMENT SHALL BE UNIFORM TO AVOID PONDING OF PAVEMEN

ALL SIDEWALK CROSS SLOPES SHALL BE A MAXIMUM OF 1.5%

SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS

BACKELL TO THE TOP OF CURBS.

ALL STORM SEWER JOINTS SHALL HAVE O-RING GASKETS. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.

ALL CONCRETE CURB & GUTTER SHALL BE TYPE B-6.18 CURB UNLESS OTHERWISE NOTED ON THE PLANS.

SPOT ELEVATIONS SHOWN ARE @ EDGE OF PAVEMENT UNLESS OTHERWISE NOTED ON PLAN.

NO PART OF THE PROPOSED PROJECT IS LOCATED WITHIN A FLOOD HAZARD AREA

GENERAL CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES HAVING UNDERGROUND UTILITIES ON SITE OR IN RIGHT-OF-WAY PRICE TO EXCAVATION. CONTRACTOR SHALL CONTACT UTILITY LOCATING COMPANY AND LOCATE ALL UTILITIES PRIOR TO GRADING START.

ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGL

ALL DRAINAGE STRUCTURES SHALL BE PRE-CAST.

ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN, FENCING, TREES, & ETC., WITHIN CONSTRUCTION AREA SHALL BE REMOVED & DISPOSED OF OFF SITE. NO ON SITE BURNING WILL BE ALLOWED

SEE EROSION CONTROL PLAN FOR EROSION CONTROL MEASURES AND

SITE GRADING SHALL NOT PROCEED UNTIL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.

CONTRACTOR SHALL SUPPLY A COPY OF APPROVALS TO ENGINEER AND OWNER PRIOR TO INITIATING WORK.

TRACTOR SHALL BE REQUIRED TO SECURE ALL NECESSARY PERMITS AND ROVALS FOR ALL OFF-SITE MATERIAL SOURCES AND DISPOSAL FACILITIES

IN CASE OF DISCREPANCIES BETWEEN PLANS OR RELATIVE TO OTHER PLANS, THE SITE PLAN WILL TAKE PRECEDENCE. IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY CONFLICTS.

PROPOSED TOP OF CURB ELEVATIONS ARE GENERALLY 6" ABOVE EXISTING LOCAL ASPHALT GRADE UNLESS OTHERWISE NOTED. FIELD ADJUST TO CREATE A MINIMUM OF 0.75% GUTTER GRADE ALONG CURB FACE. ENGINEER TO APPROVE FINAL CURBING CUT SHEETS PRIOR TO INSTALLATION.

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PAVEMENT SHALL BE SAW CUT IN STRAIGHT LINES TO THE FULL DEPTH OF THE EXISTING PAVEMENT. ALL DEBRIS FROM REMOVAL OPERATIONS SHALL REMOVED FROM THE SITE AT THE TIME OF EXCAVATION. STOCKPILING OF DEBRIS WILL NOT BE PERMITTED.

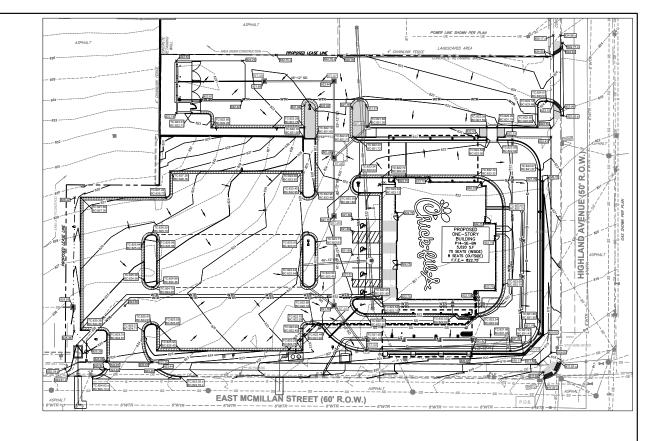
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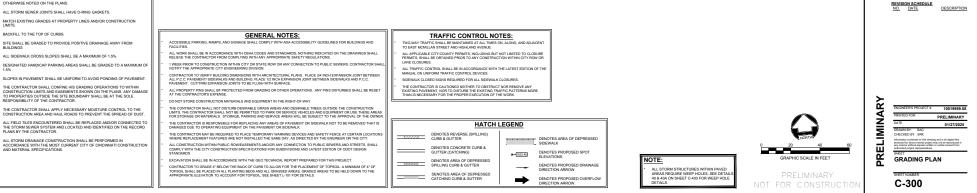
THE CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATES

PRESENTATIVE, SUBBASE IS TO BE REMOVED AND FILLED WITH APPROVED L MATERIAL COMPACTED AS DIRECTED BY THE GEOTECHNICAL REPORT. ALL FILL, COMPACTION, AND BACKFILL MATERIALS REQUIRED FOR UTILITY INSTALLATION SHALL BE AS PER THE RECOMMENDATIONS PROVIDED IN THE INSTALLATION SHALL BE AS PER THE RECOMMENDATIONS PROVIDED IN THE GEOTECHNICAL REPORT AND SHALL BE COORDINATED WITH THE APPLICABLE UTILITY COMPANY SPECIFICATIONS.

SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE REMOVING AND REPLACING WITH SUTABLE WATERWAS AS SPECIFED IN THE GOTCHENICAL REPORT ALL DECAVATION OF FILED AREAS AS AULU BE COMPACTED AS OUTLINED IN THE CERTEDINACAL REPORT, MOSTINE REPORT REPAREMENT AND ADDRESS AND ADDRESS AND ADDRESS WITH THE STATE WHERE THE WORK IS PERFORMED, VERNIFWAS THAT ALL REPORT REPAREMENT AND ADDRESS AND ADDRESS AND ADDRESS WITH THE STATE WHERE THE WORK IS PERFORMED, VERNIFWAS THAT ALL PLEU AREAS AND SUBSINGUE AREAS WITHIN THE BUILDING AND AREA AND THE ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE ADDRESS AND SPECIFICATIONS AND THE RECOMMENDATIONS AND THE RECOMENDATIONS AND THE RECOMENDATIONS A

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Chick-fil-A

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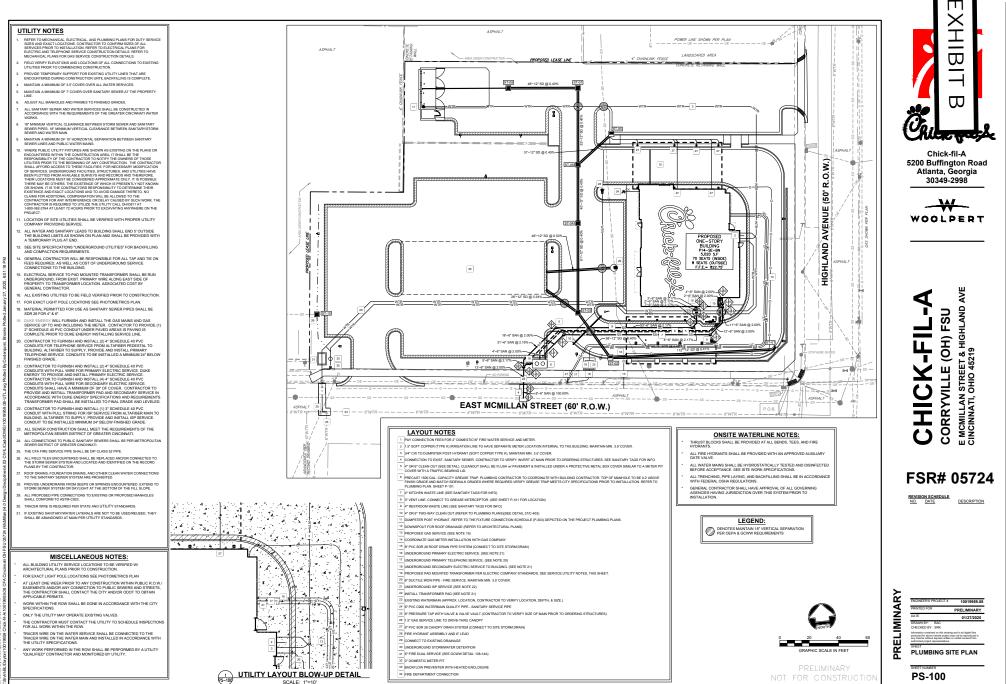
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CORRYVILLE

FSR# 05724

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- LADISCAPE CONTRACTOR TO READ AND UNDERSTAND THE LANDSACPE SPECIFICATIONS (SHEET L-1.2) PRIOR TO FINALIZING BIDS. THE LANDSCAPE SPECIFICATIONS SHALL BE ADHERED TO THROUGHOUT THE CONSTRUCTION PRO-CONTRACTOR IS RESONNISELE FOR LOCATING AND PROFECTION ALL UNDERGRUIND UTLIEES PRIOR TO DIGINAL ALL PLANTING AREAS SHALL BE CLEANED OF CONSTRUCTION DEBINS (JE CONCRETE, ROCK, RUBBLE, BUILDING MIXERIALS, ETC) PRIOR TO ADDING AND SPREADING OF THE TO PROVIDE. ON PROCESS
- MATERIUAS, ETC) PRICH TO ADDING AND SPREADING OF THE TOPSOL. GENERAL CONTRACTOR IS RESONNEL FOR ADDING AN UNC # CLEAN FINALE TOPSOL IN ALL PLANTING BEDS AND GENERAL CONTRACTOR IS RESONNEL FOR ADDING AND CALL CLEAN FINALE TOPSOL. DEPTH, SEE LANDSCARE SPECIFICATIONS FOR RECURRED TOPSOL CHARACTERISTICS. IN ALL PARINING TO SLANDS, THE CHEMPAL OTOR RESONNEL TO RESON FLAT DEFINIT.
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- ANY EXSTING GRASS DISTURBED DURING CONSTRUCTION TO BE FULLY REMOVED, REGRADED AND REPLACED. ALL THE MATTER THORONOLITY TWICE IN FRETS AL HOURS AND PAPY MULCH MEMORTELY. THE LANGSCAPE CONTRACTOR SHALL GURANTEE ALL PLANTS INSTALLED FOR ONE FULLY EAR FROM DATE OF ACCEPTINCE BY THE CONTRE. ALL FUNTS SHALL BE ALLY EMANTS INSTALLED FOR CONFILIL THE AND THE DO THE THE LANGSCAPE CONTRACTOR SHALL GURANTEE ALL PLANTS INSTALLED FOR CONFILIL THE OF GROUND FAILE OF GROWTH AT THE BOT OF THE DATE OF THE CONTRE. ALL FUNTS SHALL BE ALLY EMANTS INSTALLED FOR CONTRELICE OF GROWTH AT THE BOT OF THE
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- CONTRACTOR. SEE LANDSOLRE SPECIFICATIONS FOR WARRANTY REQUIREMENTSEVENCTATIONS. THET TO BE TOWN REGATED IN ALL PLANTING BEED AND REGASS AREA BY AN AUTOMATIC UNREGROUND RINGATION SYSTEM, SEE RINGATION I AN FOR DESION RINGATION AS BEED AND AUTOMATIC UNREGROUND RINGATION STATEM, ALL EXPREMENT AND FOR DESION RINGATION AS BIOWN IN THE PLANTING DETAIL MOS DEPTINE LANDSCAPE TAXE, ALL EXPREMENT MORE CONJUST THESE AS BIOWN IN THE PLANTING DETAIL MOS DEPTINE LANDSCAPE
- SPECIFICATIONS. 19. REMOVE STAKES AND GUYING FROM ALL TREES AFTER ONE YEAR FROM PLANTING.

#### LANDSCAPE CODE SUMMARY

1425-29. - SURFACE PARKING LOT LANDSCAPING.

REQUIREMENT: 1 TREE AND PER 10 PARKING SPACES (74 SPACES)

REQUIRED: 8 TREES PROVIDED: 8 TREES

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#### LANDSCAPE LEGEND

630

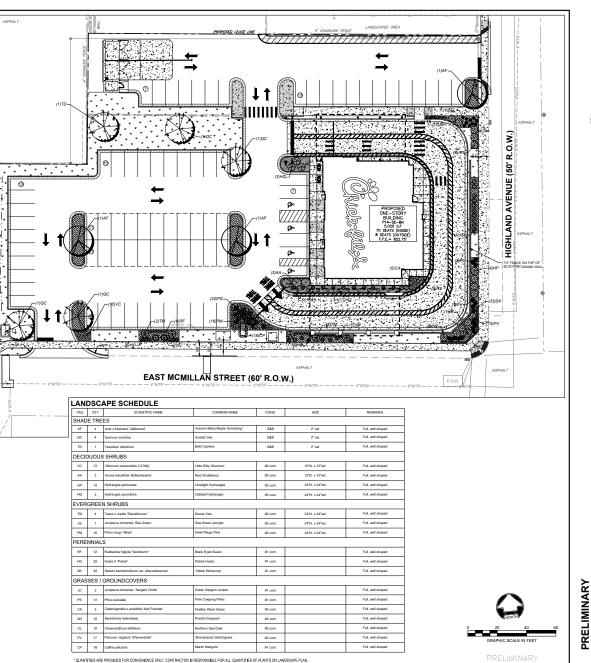
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### PERMANENT SOD BLEND

90% FINE LEAF FESCUE (FESTUCA ARUNDINA REBEL, REBEL II, WRANGLER, BONANZA, 10% KENTUCKY BLUEGRASS (POA PRATENSI 



PRELIMINARY 01/27/2025 OD MAIN DV. CHECKED BY: JN LANDSCAPE PLAN

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Chick-fil-A

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REVISION SCHEDULE

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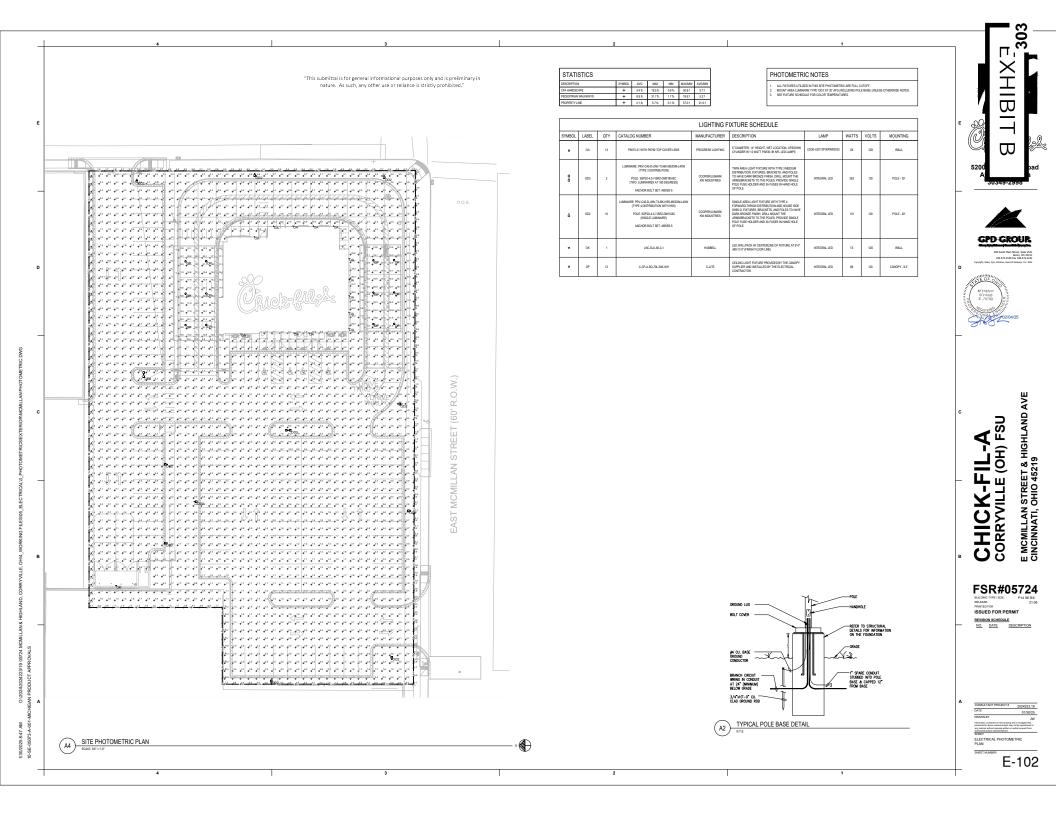
CORRYVILLE

FSR# 05724

DESCRIPTION

E MCMILLAN STREET & HIGHLAND CINCINNATI, OHIO 45219

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## Chick-fil-A – 198 E. McMillan Street Proposed PD District Program Statement (3-18-2025)

Union Taft LLC is the owner of approximately 5.5 acres at the northwest corner of E. McMillan Street and Highland Avenue, at 198 E McMillan Street. The property currently contains a parking lot on approximately 1.47 acres and a four story multifamily apartment building managed by Uptown Rental Properties on approximately 4 acres. The property is currently zoned OG-T Office General Transportation Corridor District. An application is being submitted to request approval of a zone change to PD Planned Development District to allow the development of a Chick-fil-A restaurant with drive through service on the existing 1.47 acre parking lot. The multifamily apartment building – The Union on Taft Apartments – will remain and will be part of the proposed PD District. Concurrent Concept Development Plan and Final Development Plan approval are requested.

The proposed Chick-fil-A restaurant will be located on approximately 1.47 acres at the intersection of E. McMillan Street and Highland Avenue replacing excess existing parking spaces. Union Taft LLC plans to create 2 lots from the existing 5.5 acre parcel, and will lease the 1.47 acre future lot to Chick-fil-A. The existing Union on Taft Apartments will be on a 4.0 acre parcel and will be owned by Union Taft LLC and will continue to be managed by Uptown Rental Properties. The restaurant will be 5,020 square feet and will have 76 off-street parking spaces for employees and customers. The restaurant will have a drive through service window with two lane customer circulation on the south, east and north side of the restaurant. The site will provide vehicular stacking spaces for the drive through exceeding the zoning requirements. One driveway for Chick-fil-A will be located on E. McMillan Street near the western property line, and one driveway will be on Highland Avenue replacing the existing driveway that serves the property. The project will allow northbound left turns on Highland Avenue at the proposed driveway within the existing right of way, complying with the findings of the traffic study by Chick-fil-A approved by DOTE.

The Chick-fil-A will be one story and 20 feet 10 inches tall. The restaurant will be a combination of dark brown and light brown brick veneer, with bronze prefinished metal coping, storefront and painted accents. Chick-fil-A wall signs are proposed on the west, south and east building elevations, and a Chick-fil-A logo sign is proposed on the north elevation. A ground sign with a brick base is proposed at both the intersections of E. McMillan Street and Highland Avenue and Highland Avenue and William H Taft. The drive through pickup window will be on the north side of the building and will be covered by a bronze metal canopy approximately 31 feet by 50 feet. A special design is proposed for the drive through order point on the south to provide building street presence along E. McMillan Street. A canopy structure with privacy screening is proposed along approximately 60 feet on E. McMillan Street. The canopy will have brick base walls and columns, and a bronze metal canopy roof to match the building. Aluminum storefront infill panels will replicate the storefront design of the restaurant. A decorative metal fence is proposed along the street east of the canopy structure, and at the corner of the property. A masonry retaining wall with a 3.5 foot tall decorative metal fence on top is proposed along the Highland Avenue frontage. We believe that the proposed order canopy structure, decorative fence, and retaining wall with fence along the street frontages provide a strong street presence for this development. There will be a 5 foot wide tree lawn, 5 foot wide sidewalk, and a 6 foot

wide landscape area along E. McMillan Street. There will be a 7 foot sidewalk and a 5 foot landscape area along Highland Avenue, enhancing the proposed canopy, fence and wall design. Approximately 16.4% of the Chick-fil-A site will be grass and landscape open space areas.

The Union on Taft Apartments (at 237 William Howard Taft Road) are part of the proposed PD District. The Union on Taft is a four story, 103 dwelling unit apartment building with 180 parking spaces that has a combination of apartment types ranging from studios to five bedroom units. The existing apartment driveway entrances on William Howard Taft Road and E. McMillan will remain. An access easement will be provided along the northern portion of the Chick-fil-A site to maintain vehicular access to the loading dock and trash compactor areas for the Union on Taft Apartments. The apartments are currently managed by Uptown Rental Properties and will continue under this management.

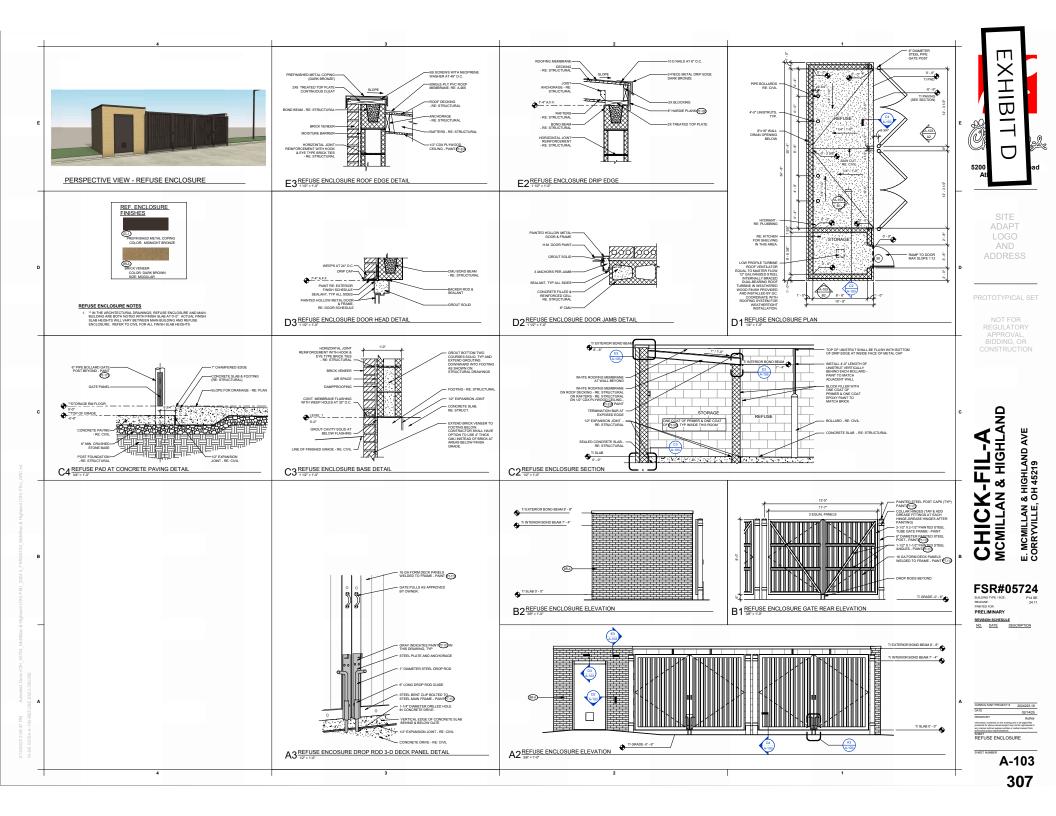
We believe the proposed PD District and Development Plans are appropriate for this site. To the east of the subject property across Highland Avenue is an existing Taco Bell restaurant with drive through service in the CC-P-T District. To the south of the site across E. McMillan Street is a multi-story multifamily apartment building zoned PD District. West of the subject site is an existing parking lot zoned OG-T District. North of the site across William Howard Taft Road is a combination of residential, institutional and office uses zoned OG-T District. We believe the proposed Development Plan and PD District are consistent with the current development pattern in the area and will be compatible with the mixed-use nature of the neighborhood. We believe that extra care has been provided to the site and building design for the Chick-fil-A to ensure compatibility of this project with the neighborhood.

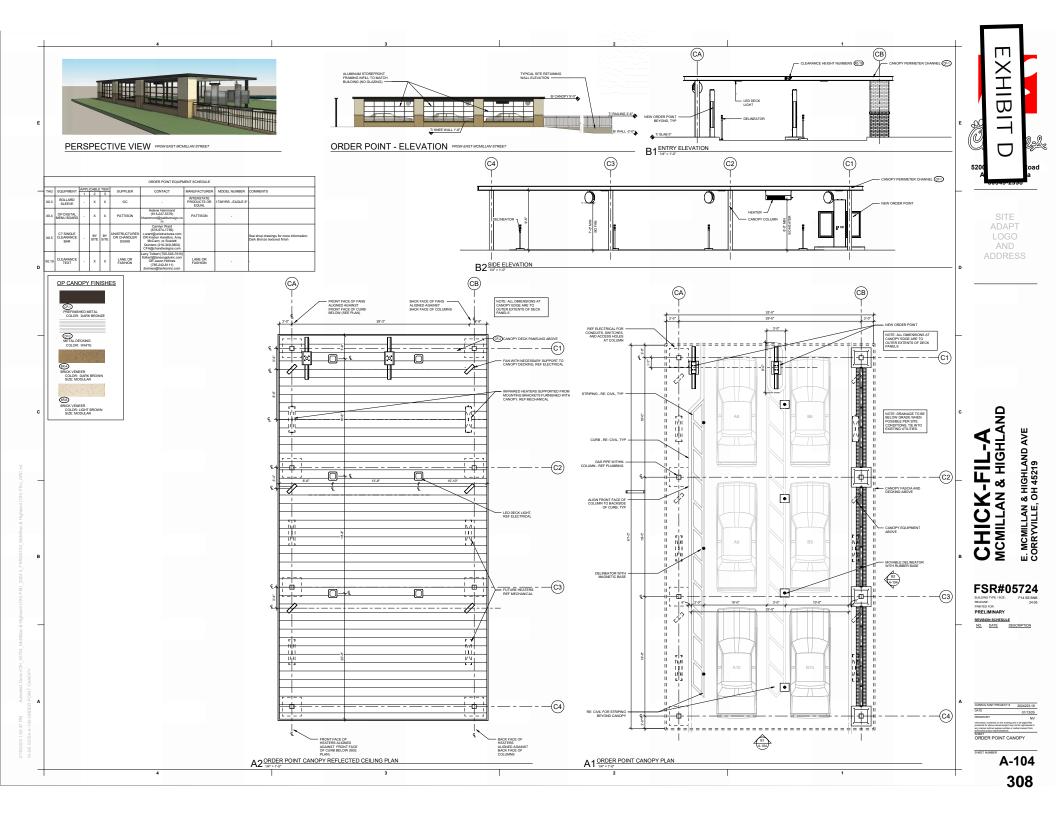
The development team has presented the project to many neighborhood stakeholders, including the Mt Auburn Community Council on two occasions (and will do so again in February), the Mt Auburn CDC, the Corryville CDC and representatives from the University of Cincinnati.

A review of Plan Cincinnati makes few references to the Mt Auburn neighborhood relative to Neighborhood Centers and community development. It does refence Mt Auburn as having one of the highest percentages of housing units without vehicles which one could correlate to needing more services that are walkable within the neighborhood. The plan also points out under Geographic Principles that a portion of Mt Auburn is underserved by a center of activity as it does not have its own neighborhood center. The plan goes on to state Mt Auburn does have access to other neighborhood centers. There currently are no neighborhood or community plans for Mt Auburn available on the City Planning website, either completed or under preparation, for consideration.

The property owners and surrounding stakeholders are excited about the job creation and activation of a surface parking lot that the proposed project will provide. We believe the development will add needed food choices to the neighborhood. This development will provide job opportunities for the residents in the surrounding areas and represents a significant investment in an underdeveloped area on a site that has been a surface parking lot since the 1960s. We respectfully request approval of the zone change to PD District and combined Concept and Final Development Plan approval.







Item	Description	Qty	Sign Area	Allowed
A1	Main ID Sign	1	72.00	247.50
A2	Shared Monument Sign	1	63.00	
В	Wall Sign - Script 5.0' (red)	1	58.75	72.00
С	Wall Sign - Script 5.0' (red)	1	58.75	72.00
D	Wall Sign - Icon 6.0'	1	36.00	
E	Wall Sign - Script 5.0' (red)	1	58.75	
F	Welcome Sign	1	26.01	
			238.26	125.81

ltem	Description	Qty
K1	DOT - Handicapped Parking	3
K2	DOT - Handicapped Parking (Van)	1
L	DOT - Pedestrian Sign	2
М	DOT - Stop (30")	2
Ν	DOT - Stop / Do Not Enter	2
H1-H2	Menu Board (Lane 1 and 2)	2
CB-1	Clearance Bar (single) 13.00'	2
FP	Flag pole (35') High Wind	1
	Playground Graphics	1
	Vestibule Graphics	2
	Vinyl Door Graphics	1



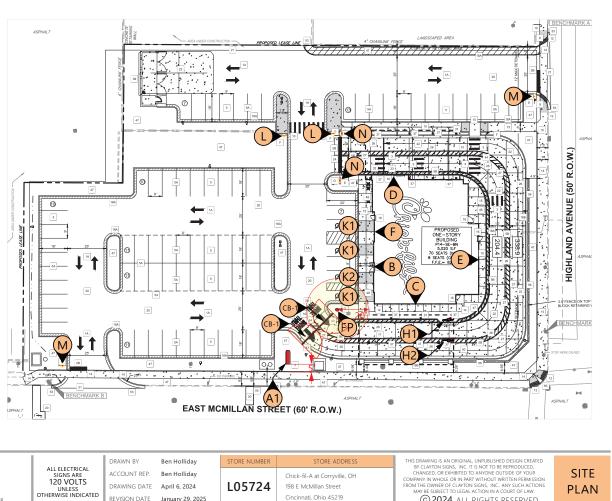




5198 North Lake Drive Lake City, GA 30260 404.361.3800 www.claytonsigns.com

SITE PLAN

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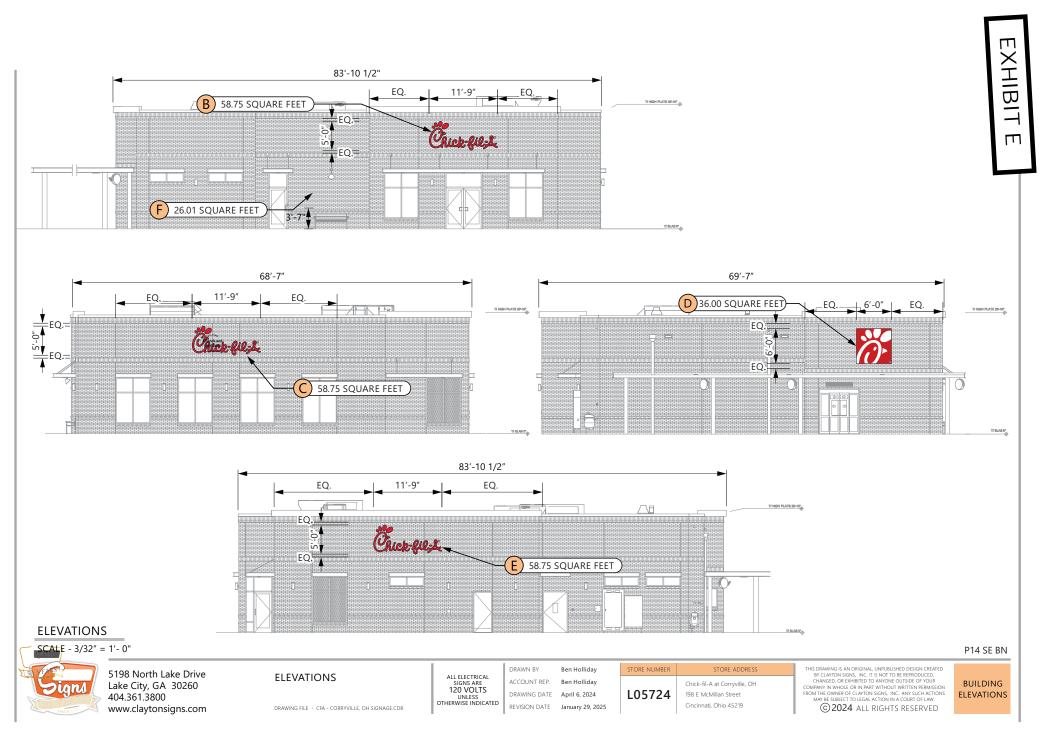


Cincinnati, Ohio 45219

REVISION DATE January 29, 2025

XHIBIT Π

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SIGN CABINET IS SIGN COMP #2005 EXTRUDED CABINET WITH A SIGN COMP # 2085/2095 BLEED FLEX FACE FRAME CABINET IS INTERNALLY ILLUMINATED WHITE LED 6500K LIGHTS, SPACED EVENLY. PAINT INTERIOR OF CABINETS MATTE WHITE. CLOSED SUNDAY PANEL (IF SHOWN) IS .125" ALUM. ROUTED FACE BACKED ACRYLIC.

#### READER BOARD CABINET (IF SHOWN) .125" ALUM. FACE PANEL WITH ROUTED OPENING FOR READER BOARD AND COPY READING "CLOSED SUNDAY" APERCU SENTENCE CASE BOLD. HINGED VANDAL COVER FRAME WITH 187" THICK CLEAR POLYCARBONATE FACE WITH INSET .125" #7328 WHITE. READER FACE WITH ZIP TRACK TO ACCOMMODATE WAGNER ZIPLETTER SET THAT INCLUDES FRANKLIN GOTHIC EXTRA CONDENSED UPPERCASE LETTER SET OF 334 CHARACTERS WITH PUNCTUATION MARKS.

MASONRY WORK BY THE GENERAL CONTRACTOR FOUNDATION IS FURNISHED BY CLAYTON SIGNS, INC.

3M #3630-53 TRANSLUCENT CARDINAL RED TENSION FRAME COVER TO BE PAINTED GENESIS M SINGLE STAGE (G2-SERIES) RED #48247

WHITE BLEED 3M PANOGRAPHIC III FLEX FACE W/ .125" #7328 WHITE PLEX



PAINTED MATTHEWS #74155 DARK BRONZE, SEMI-GLOSS



MASONRY TO MATCH BUILDING





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**ELEVATION** 

SCALE - 1/2" = 1'- 0"

2'-10" 3'-2"

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6" ALUMINUM ADDRESS NUMBERS

ATTACHED TO BASE ON BOTH SIDES OF SIGN. CHECK ADDRESS BEFORE

MAKING.



5198 North Lake Drive Lake City, GA 30260 404.361.3800 www.claytonsigns.com

MON	UME	ENT	SIGN

MONUMENT SIGN		DRAWN BY	Ben Holliday	STORE N
	ALL ELECTRICAL SIGNS ARE	ACCOUNT REP.	Ben Holliday	
	120 VOLTS UNLESS	DRAWING DATE	April 6, 2024	L05
DRAWING FILE - CFA - CORRYVILLE, OH SIGNAGE.CDR	OTHERWISE INDICATED	REVISION DATE	January 29, 2025	

72.00 SOUARE FEET

9'-0"

**CHANGEABLE** 

**MESSAGE BOARD** 

**6" LETTERS** 

**Closed Sunday** 

1234

9'-2"

ick-filze

STORE NUMBER	STORE ADDRESS
L05724	Chick-fil-A at Corryville, OH 198 E McMillan Street Cincinnati, Ohio 45219

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1'-5 1/2"

1'-8"

END VIEW

SCALE - 1/2" = 1'- 0"

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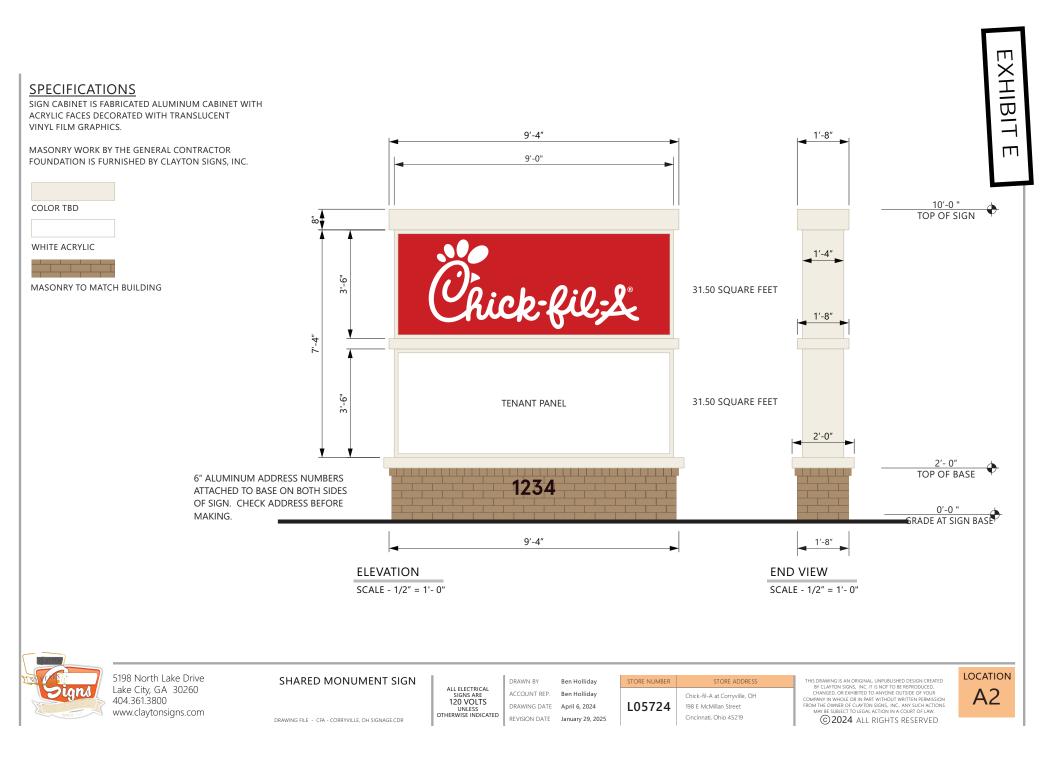
10'-0 "

TOP OF SIGN

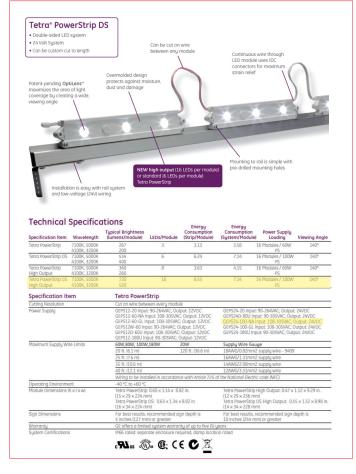
2'- 0" TOP OF BASE

0'-0 "

GRADE AT SIGN BASE



## DOUBLE FACED CABINET LIGHTING



THIS DRAWING IS INTENDED TO SHOW GENERAL CONSTRUCTION DETAILS SIZES OF CABINET AND BRICK MAY VARY



5198 North Lake Drive Lake City, GA 30260 404.361.3800 www.claytonsigns.com

MONUMENT SIGN DETAILS
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Ben Holliday REVISION DATE January 29, 2025

STORE NUMBER	STO
L05724	Chick-fil-A at C 198 E McMillan
	Cincinnati Ohio

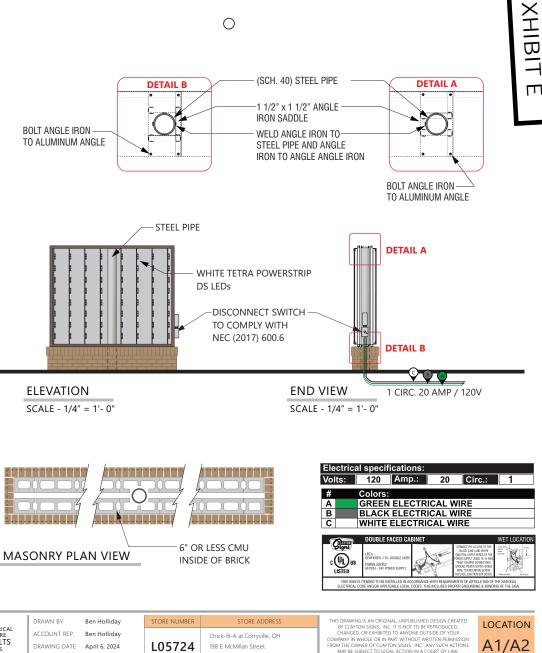
STORE ADDRESS	
Chick-fil-A at Corryville, OH	
198 E McMillan Street	
Cincinnati, Ohio 45219	

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CHANNEL LETTERS	

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DRAWN BY Ben Holliday ALL ELECTRICAL SIGNS ARE ACCOUNT REP. Ben Holliday 120 VOLTS DRAWING DATE April 6, 2024 LINIESS OTHERWISE INDICATED REVISION DATE January 29, 2025 STORE NUMBER STORE ADDRESS Chick-fil-A at Corryville, OH L05724 198 E McMillan Street Cincinnati, Ohio 45219

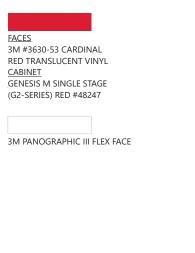
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SECONDARY WIRING 18 GAUGE

LOCATION B,C,E

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CABINET ALUMINUM CABINET HAS EXTRUDED ALUMINUM FACES FLEX FACES DECORATED WITH TRANSLUCENT VINYL FILM ON SURFACE OF ACRYLIC. INTERNALLY ILLUMINATED WITH WHITE LED 6500K LIGHTS. DISCONNECT SWITCH AS REQUIRED PER NEC.







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WALL SIGN

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ALL ELECTRICAL SIGNS ARE 120 VOLTS LINIESS OTHERWISE INDICATED

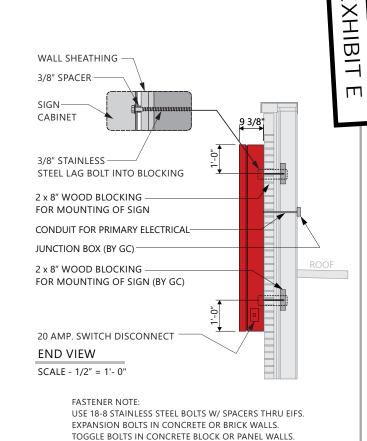
DRAWN BY Ben Holliday ACCOUNT REP. Ben Holliday DRAWING DATE April 6, 2024 REVISION DATE January 29, 2025

36.00 SQUARE FEET

STORE NUMBER STORE ADDRESS Chick-fil-A at Corryville, OH L05724 198 E McMillan Street Cincinnati, Ohio 45219

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LOCATION



TEK SCREWS IN METAL STUDS. LAG-BOLTS IN WOOD STUDS. ALL THREAD BOLTS WITH BLOCKING BETWEEN STUDS.

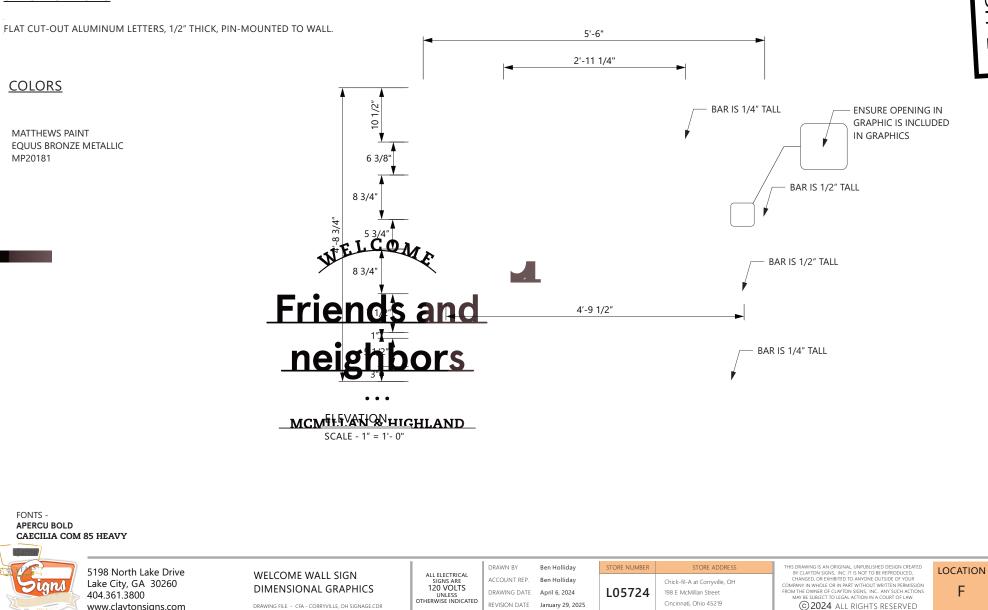
**CROSS-SECTION** 

SCALE - 1/2" = 1'- 0"

120 VOLT PRIMARY / 12 VOLT SECONDARY **3 AMPS PER SIGN** PRIMARY WIRING 12 GAUGE WITH 14 GAUGE GROUND SECONDARY WIRING 18 GAUGE

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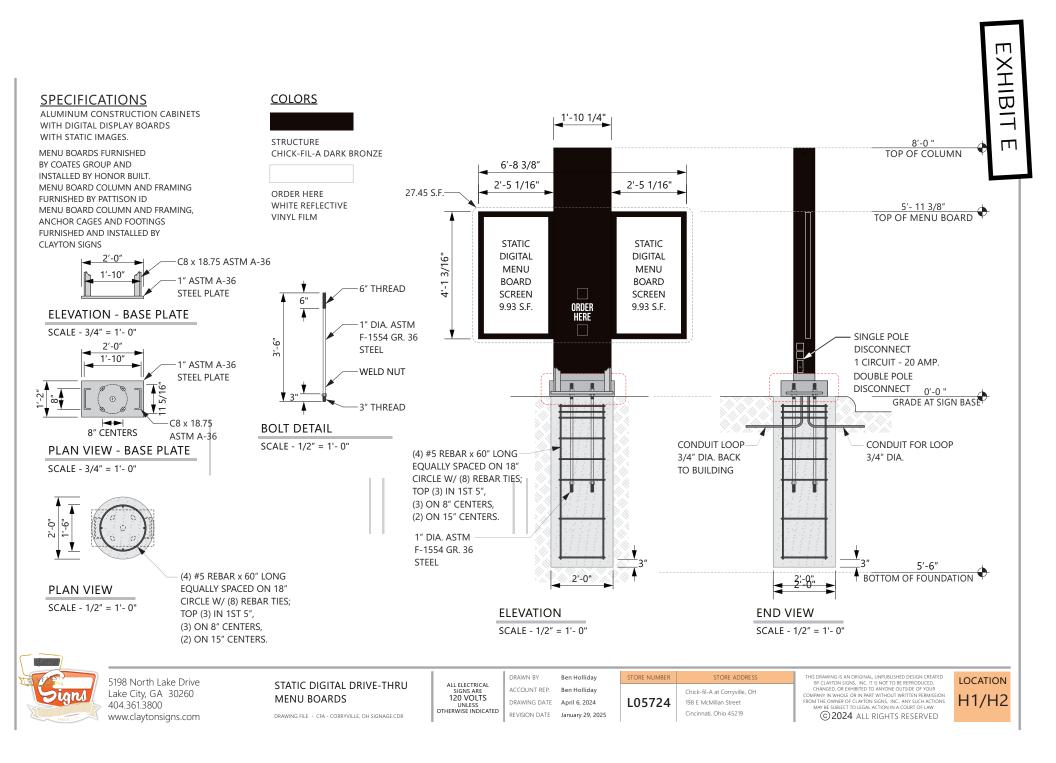


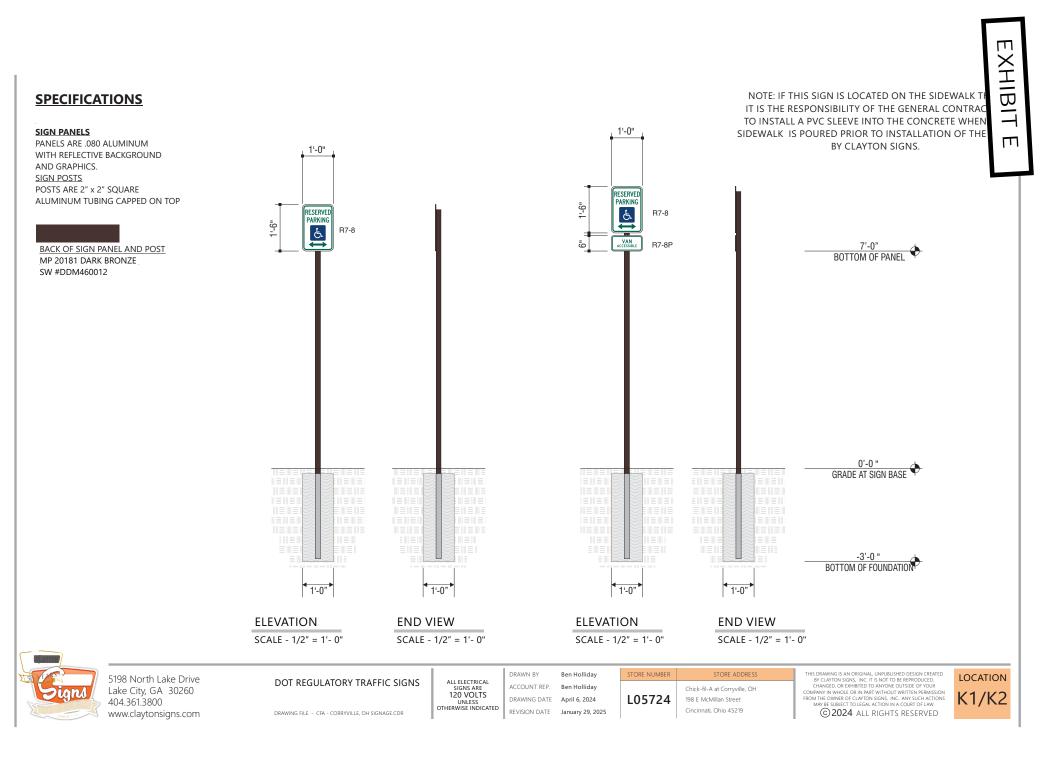
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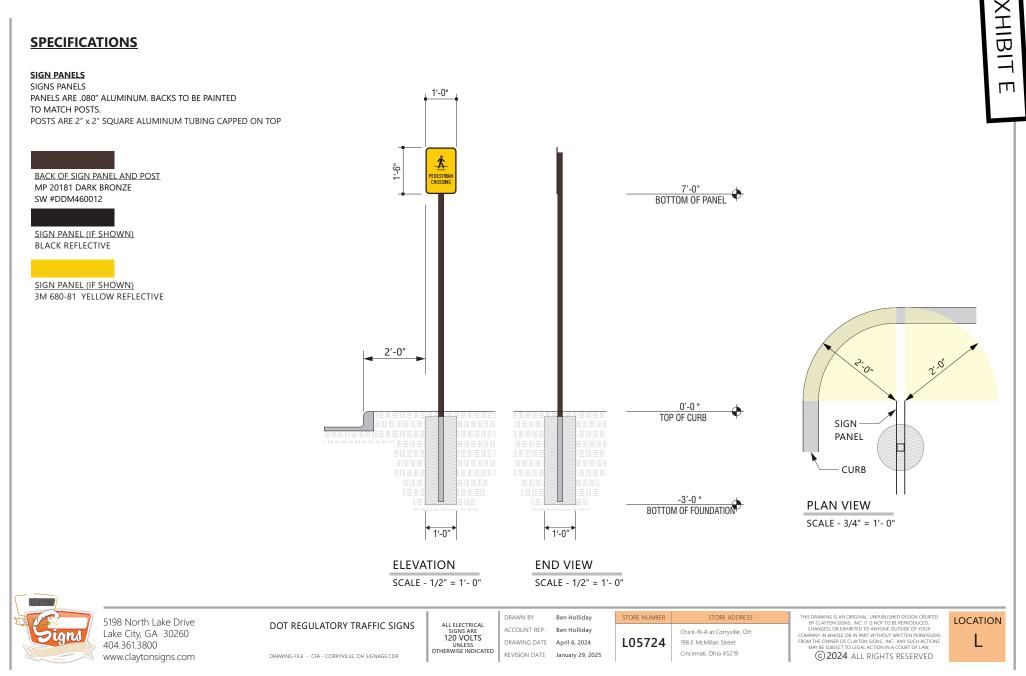
DRAWING FILE - CFA - CORRYVILLE, OH SIGNAGE.CDR

316

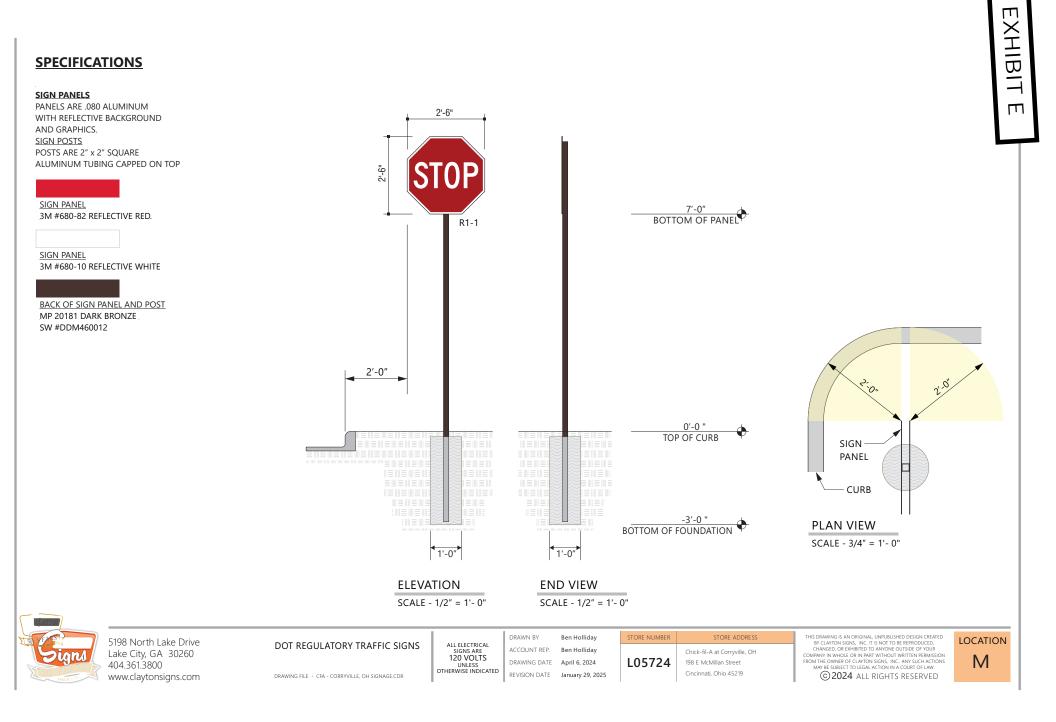
EXHIBIT

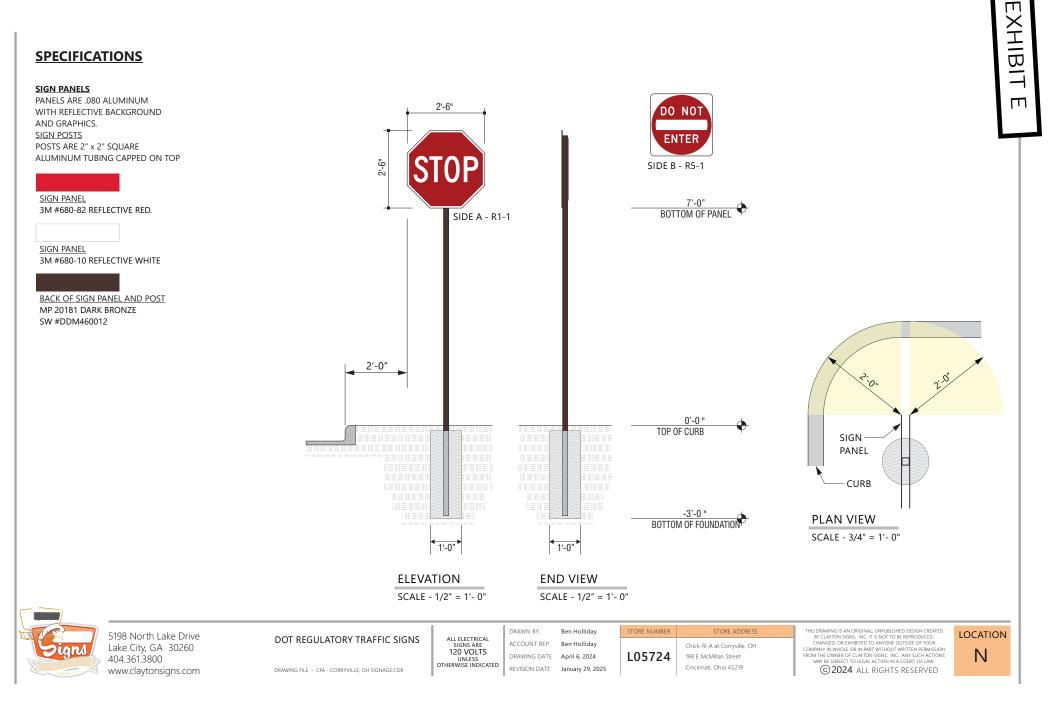


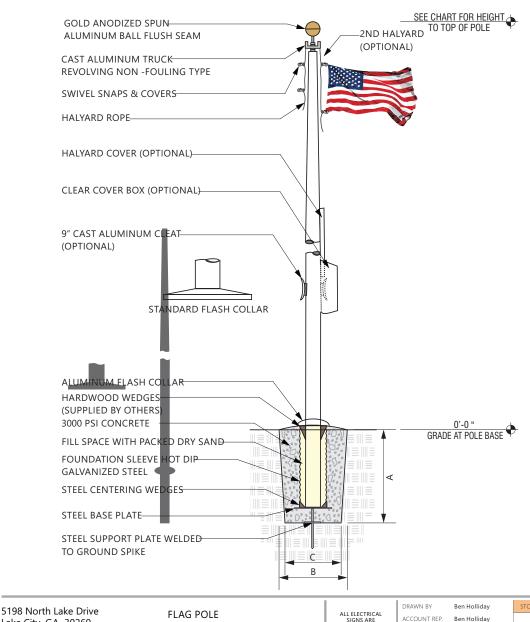




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## **FLAG SIZES**

POLE	A	В	MATERIAL
20'	3′0″	5′0″	POLYESTHER
25'	4'0"	6'0"	POLYESTHER
30'	5′0″	8′0″	POLYESTHER
35'	6'0″	10'0"	POLYESTHER
40'	8′0″	12'0"	POLYESTHER
45'	8′0″	12'0"	POLYESTHER
50'	12′0″	18'0"	POLYESTHER

## FOUNDATION SIZES

HEIGHT	А	В	С
20'	3'6"	30"	24"
25'	3'6"	30"	24"
30'	3'6"	30″	24"
35'	4'0"	36″	30"
40'	4'6"	42″	36"
45'	5'0"	48″	42"
50'	5'6"	48″	42"

GROUND SLEEVE AND CONCRETE INSTALLED BY THE GENERAL CONTRACTOR POLE INSTALLED ON PRE-INSTALLED GROUND SLEEVE BY SIGN CONTRACTOR

Lake City, GA 30260 404.361.3800 www.claytonsigns.com

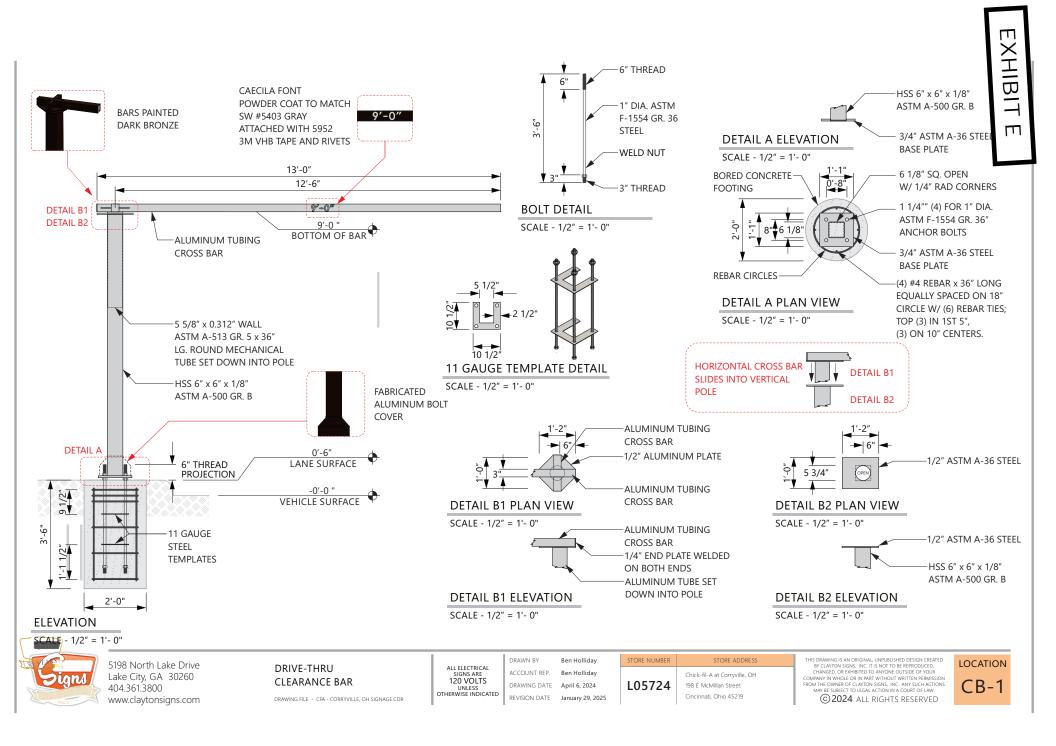


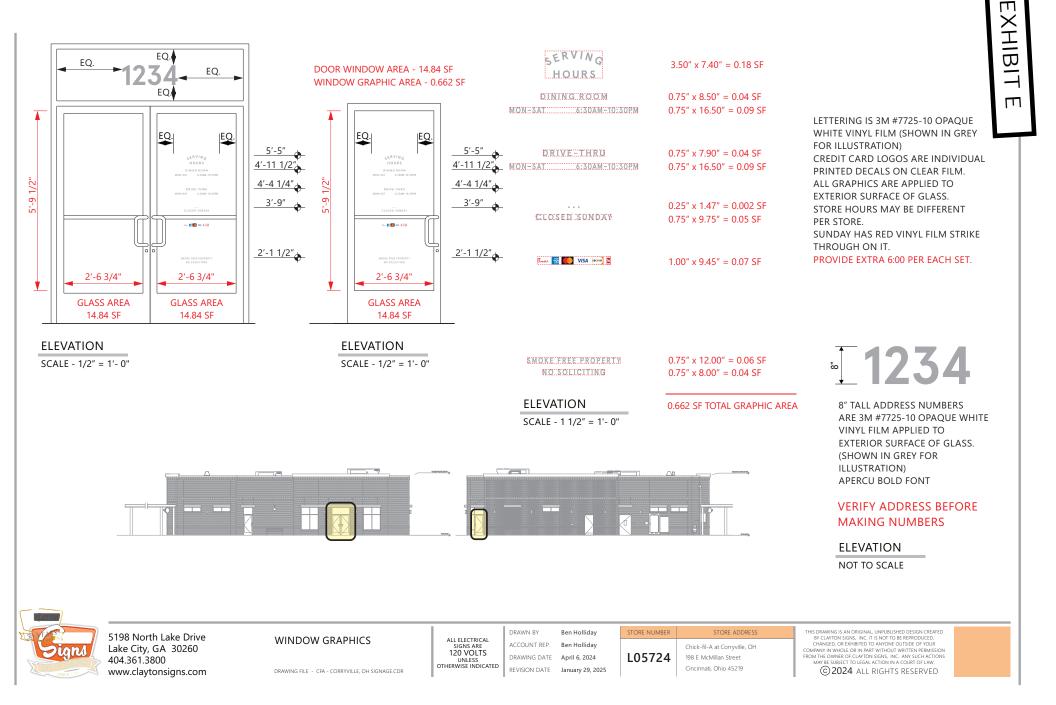
120 VOLTS UNLESS OTHERWISE INDICATED ACCOUNT REP. Ben Holliday DRAWING DATE April 6, 2024 REVISION DATE January 29, 2025 STORE NUMBER STORE ADDRESS Chick-fil-A at Corryville, OH L05724 198 E McMillan Street Cincinnati, Ohio 45219

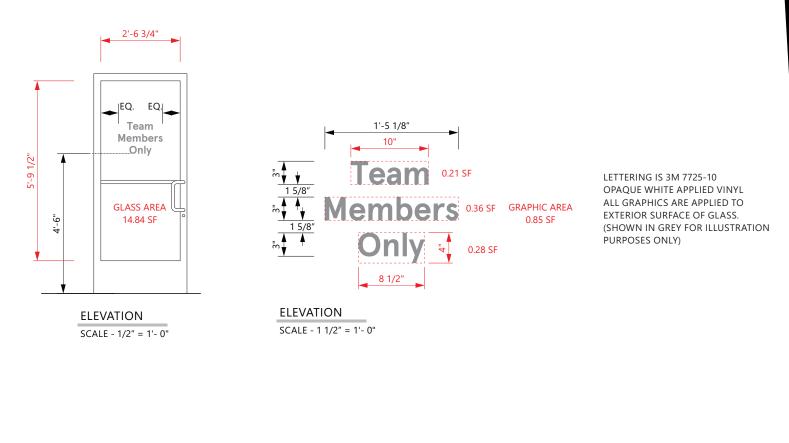
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FP

LOCATION











5198 North Lake Drive Lake City, GA 30260 404.361.3800 www.claytonsigns.com

#### WINDOW GRAPHICS

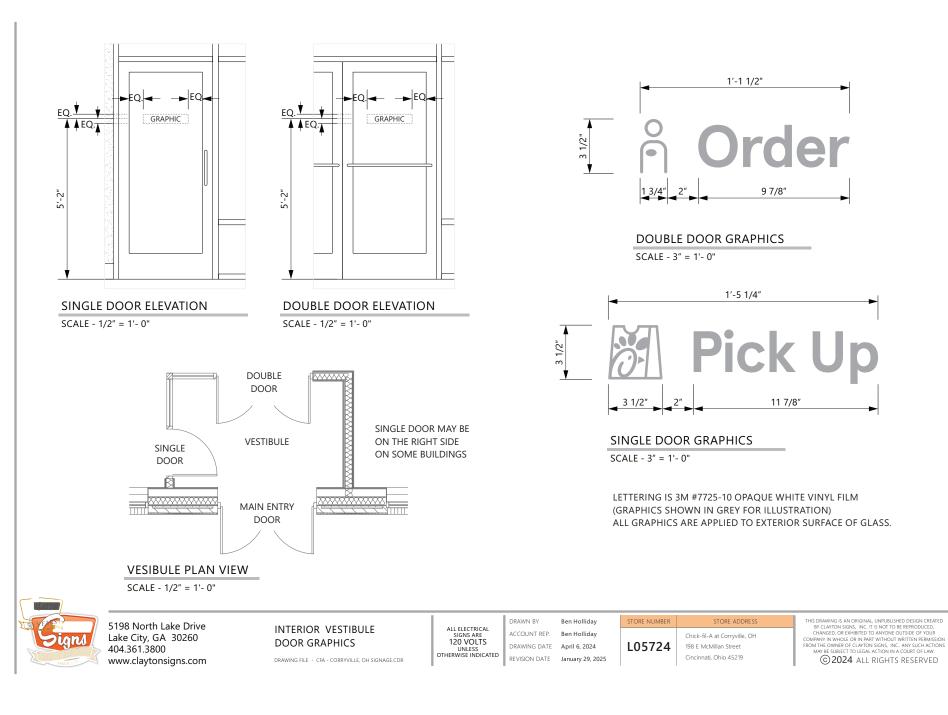
WINDOW GRAPHICS	ALL ELECTRICAL SIGNS ARE 120 VOLTS UNLESS
DRAWING FILE - CFA - CORRYVILLE, OH SIGNAGE.CDR	OTHERWISE INDICATED

DRAWN BY Ben Holliday ACCOUNT REP. Ben Holliday DRAWING DATE April 6, 2024 REVISION DATE January 29, 2025

STORE NUMBER STORE ADDRESS Chick-fil-A at Corryville, OH L05724 198 E McMillan Street Cincinnati, Ohio 45219

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COLORS

WHITE

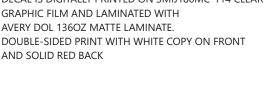
PANTONE 186C

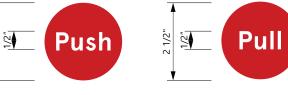
APPLIED FIRST SURFACE TO DOOR AS REQUIRED PER DOOR CONDITION. EACH TO ALIGN WITH EACH OTHER ON OPPOSITE SIDES OF DOOR. DECAL IS DIGITALLY PRINTED ON 3MIJ180MC-114 CLEAR GRAPHIC FILM AND LAMINATED WITH AVERY DOL 1360Z MATTE LAMINATE. DOUBLE-SIDED PRINT WITH WHITE COPY ON FRONT AND SOLID RED BACK

ONE EACH REQUIRED - MANUFACTURE AND INSTALL

DIGITALLY PRINTED GRAPHICS.

FONT = APERCU BOLD





#### ELEVATION

1/2"

SCALE - 6" = 1'- 0"



DETAIL B ELEVATION SCALE - 1" = 1'- 0"

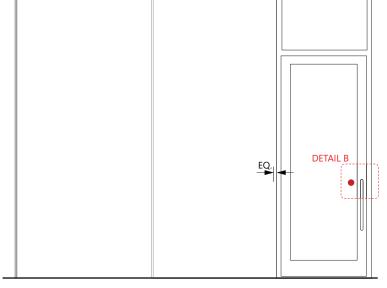
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ALIGN WITH

TOP OF DOOR PULL

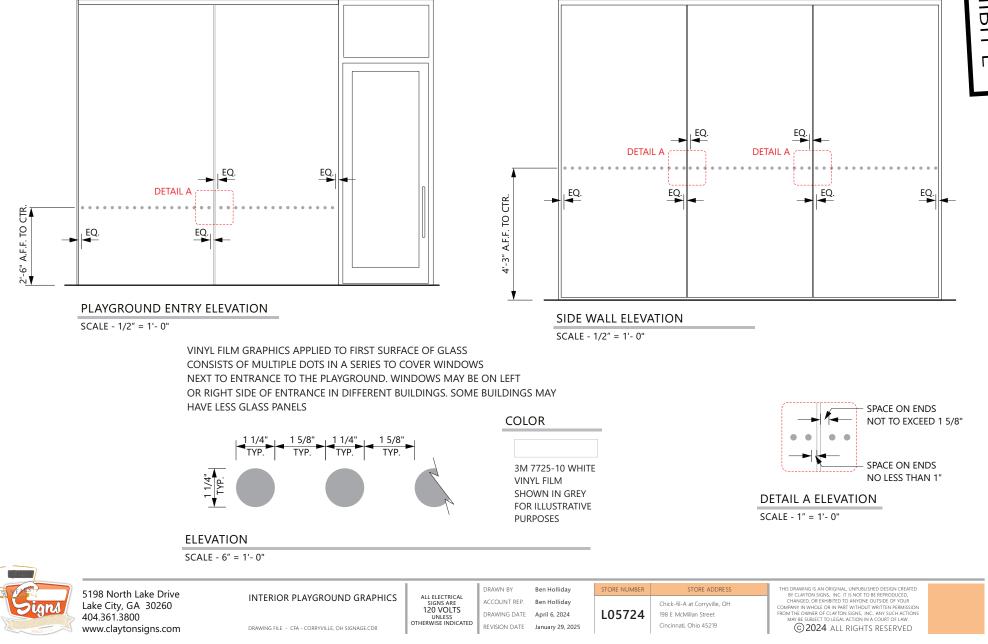




#### PLAYGROUND ENTRY ELEVATION

SCALE - 1/2" = 1'- 0"





REVISION HISTORY					
Date	Description				
05/14/24	Added tenant sign and vestibule vinyl				
	Added current site plan.				
07/20/24	Changed prototype to SE-BS to match site plan.				
07/30/24	Discrepancies that remain:				
	The clearance bars on the civil plans need to be repos				
	Added current site plan.				
08/12/24	Added current elevations from Revit.				
	Corrected the call out for Sign A2 on the site plan.				
09/04/24	Added address to title block. Added Push Pull graphics.				
01/29/25	Added current site plan.				
	1				



5198 North Lake Drive Lake City, GA 30260 404.361.3800 www.claytonsigns.com

REVISION HISTORY
------------------

,	ALL ELECTRICAL
	SIGNS ARE
	120 VOLTS
	UNIESS
	OTHERWISE INDICATED
DH SIGNAGE.CDR	

DRAWN BY Ben Holliday STO ACCOUNT REP. Ben Holliday DRAWING DATE April 6, 2024 REVISION DATE January 29, 2025

 
 STORE NUMBER
 STORE ADDRESS

 L055724
 Chick-fil-A at Corryville, OH 198 E McMillan Street Cincinnati, Ohio 45219
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237 William H Taft and 198 E McMillan Development Schedule				
Phase I				
237 William H Taft - Union on Taft				
Office to residential conversion. 197,000 SF, 103 units				
Schedule				
April 2023	Demolition & Construction begins			
December 2023 Medical office vacates				
August, 2024 Building Opens				

Phase II					
198 E McMillan - Chick	198 E McMillan - Chick Fil A				
Current use as vacant p	Current use as vacant parking lot, to 5,020 SF restaurant with drive through				
Schedule					
July 2024	Entitlement Begins				
September 2025 Construction Begins					
February 2026	Building Opens				

#### Zoning Information

Surveyor was not provided zoning information by client pursuant to item 6b of Table A

#### Items Corresponding to Schedule B-II

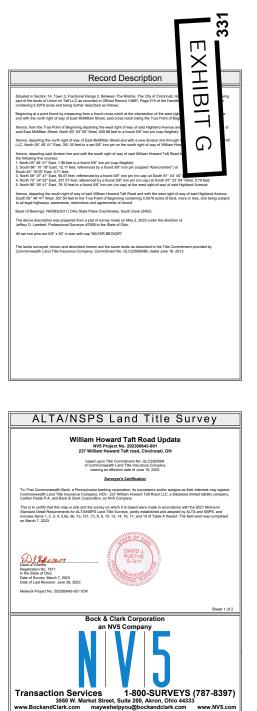
11. Reservations, restrictions, covenants, limitations, easements and/or other conditions as stated in the instrument filed for record March 25, 1947, in Deed Volume 2228, Page 569, dthe Hamilton County, Ohio Records. Here lise within the subject property and is shown hereon.

(12) 12. Grant of Easement to The Cincinnati Gas & Electric Company, filed for record April 2, 1959, in Deed Volume 3017, Page 625, of the Hamilton County, Ohio Records. *Item iles within the subject* property and is shown hereon.



#### Miscellaneous Notes

- The monuments referenced hereon (found or set) are in good condition and undisturbed (unless otherwise noted) at or near existing grade. All set pins are 5/8° wide x 30° long with an identification cap bearing the number '7911'.
- (M2) The visible posted address of the subject property is 237 William Howard Taft Road.
- (MN3) The subject property surveyed contains an area of 5.5079 acres (239,924 square feet), more or less.
- (MNA) There are 299 regular parking spaces and 26 handicapped parking spaces, for a total of 325 parking spaces located on the subject property.
- No designation was given by the client to determine the relationship and location of certain division or party walls within respect to adjoining properties.
- At the time of survey, there was no observable evidence of earth moving work, building construction or building additions.
- At the time of survey, there were no changes in street right of way lines or observable evidence of street or sidewalk repairs.
- Bearings shown hereon are based on the northerly Right-of-Way line of East McMilan Street, Hamilton County, Ohio. A bearing of N88'58'41'W was used.
- Subject property has direct access to William Howards Taft Road, Highland Avenue & East McMillan Street, which are dedicated, public Rights-of-Way.
- Some features shown on this plat may be shown out of scale for clarity. All dimensions shown are in feet and decimals thereof.
- There are no gaps, gores, overlaps or hiatus inherent to the surveyed property based on the field survey performed and the title commitments provided, and all parcels are contiguous.
- (IN12) At the time of survey, there was no observable evidence of site use as a cemetery or burial ground.
- At the time of the survey, there was no observed evidence of substantial areas of refuse.
- Survey prepared by: NV5, 3550 W. Market Street, Suite 200, Akron, OH 44333. Phone (800)787-8397, or Email Steve. Harsley@nv5.com



SURVEY - ZONING - ENVIRONMENTAL - ASSESSMENT

Flood Note

Significant Observations

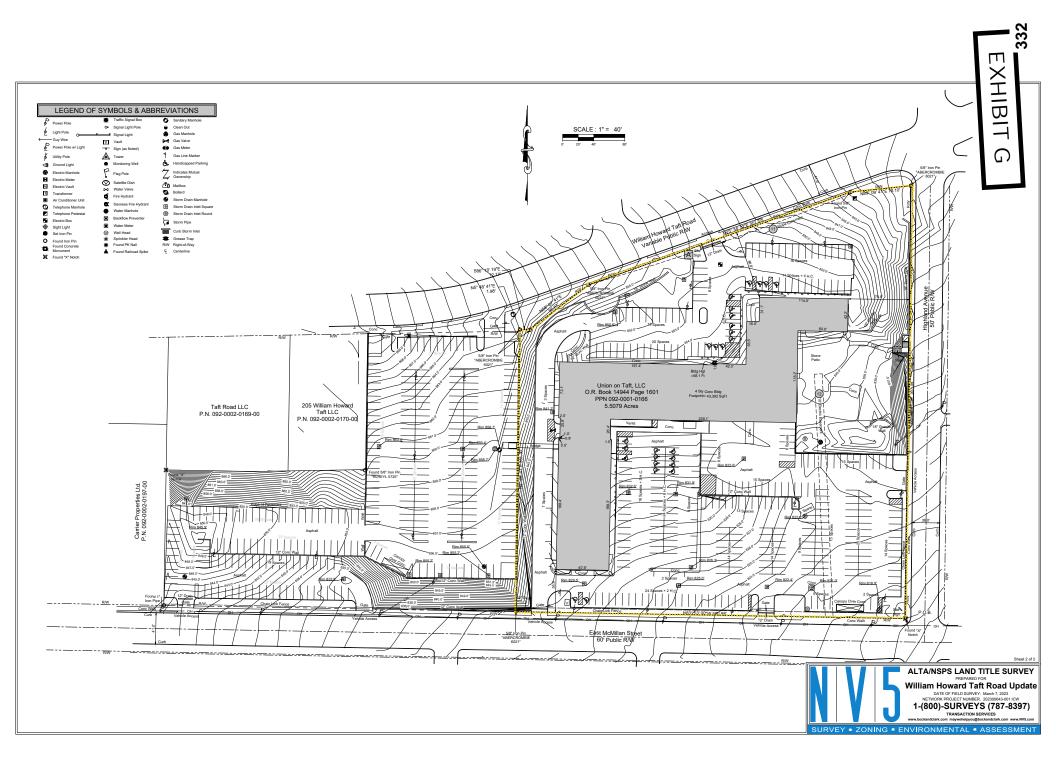
A Subject's site sign crosses into Right-of-Way by about 0.4 feet, as shown.

Legal

By graphic plotting only, this property is in Zone "X" of the Flood Insurance Rate Map. Community No. 380210, Map No. 39061020156 which beams an effective date of February 16, 2012 and is not in a Special Flood Hazard Area. As shown on the FEMA webbits (http://mice.fema.gov) by firmetile created on March 19 2023 we have learned this community does currently participate in the program. No field surveying was unity does currently participate in the program. No field surveying was performed to determine this zone.



This survey was prepared for the purpose of this real estate transaction only and no further parties other than those certified above shall rely on it for any other purpose or transaction.



This instrument prepared by: Carlton Fields, P.A. 4221 W. Boy Scout Blvd. Tampa, Florida 33607 Attention: Jin Liu

After recording, this instrument should be returned to: Thompson Hine LLP 312 Walnut Street, Suite 2000 Cincinnati, OH 45202 Attention: Stephen M. King

#### LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is made and entered into as of the 31<sup>st</sup> day of March, 2023 by HCII-237 WILLIAM HOWARD TAFT ROAD, LLC, a Delaware limited liability company ("Grantor"), whose mailing address is 1001 Water Street, Suite 800, Tampa, Florida 33602, to UNION ON TAFT LLC, an Ohio limited liability company ("Grantee"), whose tax mailing address is 2718 Short Vine Street, Cincinnati, Ohio 45219.

#### WITNESSETH:

**GRANTOR**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant to Grantee, with limited warranty covenants, the following described land situate and being in Hamilton County, Cincinnati (the "**Property**"), to wit:

#### SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

This conveyance, however, is made and accepted subject to the restrictions, encumbrances, easements, covenants and conditions, if any, described on Exhibit B attached hereto and incorporated herein for all purposes, to the extent that same are valid and existing and affect the Property, and any and all matters disclosed by that certain survey prepared by David J. Kuethe P.S.#7911 of Bock & Clark Corporation dated March 7, 2023, last revised March 30, 2023, Project No. 202300643-001 (collectively, the "Permitted Exceptions").

TO HAVE and to hold the same in fee simple forever.

**GRANTOR** hereby covenants with Grantee that it will defend the title to the Property only against the lawful claims of those persons claiming by, through, or under Grantor (other than any claim arising out of any of the Permitted Exceptions without re-imposing the same), but against no others.

Parcel No.: Street address of Property: Prior Instrument Reference:

092-0001-0001-00 237 William Howard Taft Road, Cincinnati, Ohio Official Records Book 12954, page 01503 Hamilton County, Ohio Recorder's Office

[Signature page follows.]

**IN WITNESS WHEREOF**, Grantor has caused this Limited Warranty Deed to be executed and delivered under seal by its duly authorized representative as of the date first written above.

**GRANTOR:** 

HCII-237 WILLIAM HOWARD TAFT ROAD, LLC, a Delaware limited liability company

By: Sila Realty Operating Partnership, LP, a Delaware limited partnership, its Sole Member

> By: Sila Realty Trust, Inc., a Maryland corporation, its General Partner

By: Name: Jon Sajeski

Title: Authorized Agent

STATE OF FLORIDA

) ) ss: )

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by way of  $[\nu]$  physical appearance or [] online notarization, this 29 day of March, 2023, by Jon Sajeski, as Authorized Agent of Sila Realty Trust, Inc., a Maryland corporation, as the General Partner of Sila Realty Operating Partnership, LP, a Delaware limited partnership, as the Sole Member of **HCII-237 WILLIAM HOWARD TAFT ROAD, LLC**, a Delaware limited liability company, on behalf of said companies. He is [1] personally known to me or [] produced \_\_\_\_\_\_\_ as identification.

My Commission Expires:

[Notarial Seal]

Lisa A. Clarke NOTARY PUBLIC STATE OF FLORIDA Comm# GG974444 Expires 4/13/2024

XOIX. Notary Public, State of 1-lon Print Name:\_ Lioa A

#### EXHIBIT A to Limited Warranty Deed PROPERTY DESCRIPTION

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, described as follows: Situate in Section 14, Town 3, Fractional Range 2 of the Miami Purchase, City of Cincinnati, Hamilton County, Ohio, West of Highland Avenue, North of McMillan Street, South of William Howard Taft Road, more particularly described as follows:

Beginning at a recovered cross notch in a concrete walk at the northwest intersection of Highland Avenue and McMillan Street; Thence along the North line of McMillan Street, North 88°58'41" West, passing a recovered 5/8" steel rebar (PLS #6021) at 500.98, a recovered magnetic nail at 698.09 feet, a total distance of 955.32 feet to a point from which a recovered one-inch steel pipe bears North 00°59'19" East a distance of 0.33 feet to a point in the common line of the grantor and Carrier Properties, LTD (O.R. 8202 P.G. 1737); Thence leaving the North line of McMillan and with said common line North 00°59'19" East a distance of 174.37 feet to a point at the common corner of the grantor and Taft Road, LLC (O.R. 7535 P.G. 2025) from which a recovered cross notch bears North 00°59'19" East a distance of 0.23 feet; Thence with the line common to Taft Road LLC, South 89°02'41" East a distance of 113.90 feet to a point from which a recovered 1/2" steel rebar (PLS #6963) bears South 43°04'17" West a distance of 0.49 feet: Thence continuing with said line common to Taft Road LLC in part and with a line common to 205 WHT, LLC (O.R. 11599 P.G. 1717), North 89°01'19" East a distance of 143.09 feet to a point at a corner common to said 205 WHT, LLC from which a recovered 5/8" steel rebar (PLS #5724) bears South 35°00'02" West a distance of 0.86 feet; Thence with another line common to 205 WHT, LLC, North 00°53'19" East a distance of 174.95 feet to a recovered cross notch in the South line of William Howard Taft Road; Thence with said South line for six (6) calls:

North 89°01'19" East a distance of 196.13 feet to a point;

North 00°43'00" East a distance of 1.98 feet to a recovered 5/8" steel rebar (PLS #6021); North 88°44'00" East a distance of 12.17 feet to a point from which a recovered 5/8" steel rebar (PLS #6021) bears South 60°12'19" East a distance of 0.41 feet;

North 53°02'00" East a distance of 95.67 feet to a recovered 5/8" steel rebar (PLS #6021); North 70°29'11" East a distance of 357.57 feet to a point from which a recovered 5/8" steel rebar bears South 62°11'59" West a distance of 0.71 feet;

North 84°04'00" East a distance of 78.10 feet to a recovered 5/8" steel rebar at the Southwest corner of William Howard Taft and Highland Avenue;

Thence with the West line of said Highland Avenue, South 00°43'00" West a distance of 557.54 feet to the Point of Beginning.

Said parcel contains 8.161 acres.

Being all of the property to Taft Offices, LLC in Official Record 11908, Page 1384 and Official Record 11908, Page 1387 of the Hamilton County Recorder's Office at Cincinnati, Ohio. Said

herein description being the result of a field survey by Cardinal Engineering Corporation in September, 2011 under the direct supervision of Joseph G. Kramer PLS # S-8227. The bearings of this description are based on Official Record 7305, Page 2169 as recorded in the Hamilton County Recorder's Office at Cincinnati, Ohio.

## EXHIBIT B to Limited Warrant

#### to Limited Warranty Deed PERMITTED EXCEPTIONS

- 1. Rights of tenant as tenant only pursuant to that unrecorded lease with The Board of Hamilton County Commissioners for the Hamilton County Tuberculosis Control Unit as evidenced by deed filed for record December 26, 2013, in OR Volume 12496, Page 428, and the Subordination, Nondisturbance, and Attornment Agreement, filed for record December 26, 2013 and recorded in OR Volume 12496, Page 461, both of the Hamilton County, Ohio Records.
- 2. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, pursuant to Ohio Revised Code Section 1509.31(D).
- 3. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
- 4. Easement for slope cuts, as stated in the instrument filed for record March 25, 1947, in <u>Deed Volume 2228</u>, <u>Page 569</u>, of the Hamilton County, Ohio Records.
- 5. Grant of Easement to The Cincinnati Gas & Electric Company, filed for record April 2, 1959, in <u>Deed</u> <u>Volume 3017, Page 625</u>, of the Hamilton County, Ohio Records.
- 6. Taxes and assessments for the second half of 2022 and subsequent years that are a lien but are not yet due and payable.
- 7. Zoning ordinances.
- 8. Legal highways.

EXHIBIT H





September 27, 2024

Mr. Shaun Walker Chick-fil-A 5200 Buffington Road Atlanta, GA 30349

Re: 198 E. McMillan Street | Chick-fil-A Corryville (D) – (CPRE240074) Final Recommendations

Dear Mr. Walker,

This letter is to inform you that our CSR Advisory-TEAM and CSPRO Committee has reviewed your proposed development of a 1-story fast-food restaurant and associated parking. The information provided is the recommendations of the City of Cincinnati and must be followed as you move forward with your project. As a reminder, we will have a <u>Microsoft Teams conference</u> <u>call meeting</u> with you on <u>October 1, 2024 @ 10 am</u> to discuss this information. Please see the feedback listed below. Thank you for developing within the City of Cincinnati.

### City Planning & Engagement – Planning Division

#### Immediate Requirements to move the project forward:

- A zone change would be required for this project. Planning staff recommends a zone change to CC-M-T with additional conditions and variance relief based on a Zoning Division review. Applications for a zone change should be submitted through the Department of City Planning and Engagement. Information and materials can be found at https://bit.ly/ZoneChangePacket
- Zone change process (approximately): Public Staff Conference - 2-4 weeks City Planning Commission - 4-6 weeks. City Council - 4-14 weeks
- 3. Please set up a meeting with Planning and Zoning staff to discuss the zone change and its process.
- 4. The proposed project will require a subdivision of land. A process of determination will decide whether the project is a Minor or Major subdivision per sections 200-01-S5 and 200-01-S6 of the City's Subdivision Regulations. The subdivision may be submitted to the Department of City Planning and Engagement.
- 5. Minor Subdivisions take approximately 2-4 weeks. Major Subdivisions take approximately 8-12 weeks.

#### **Requirements to obtain permits:**

• None

#### **Recommendations:**

1. The Department of City Planning and Engagement recommends that the applicant team meet with the Corryville Community Council, Mt. Auburn Community Council, and

1





surrounding stakeholders. Contact information for the community council can be found here: https://bit.ly/CommunityCouncilContacts

#### Contact:

• Kyle Gibbs | City Planning | 513-352-4886 | kyle.gibbs@cincinnati-oh.gov

## City Planning & Engagement – Zoning Division

#### Immediate Requirements to move the project forward:

- 1. Variance for parking in the corner side yard of the proposed building (T district requires parking in the rear yard) for the row of parking along McMillan as per section 1407-04 part C of the zoning code.
- 2. Landscaping is required around the dumpster location as per Section 1421-35. This would need to be added to landscape plan.
- 3. Drive-thru is not a permitted component as part of a restaurant use in the OG. A use variance for the drive thru component would be required. A use variance requires showing that other uses permitted in the OG district are not economically feasible.
- 4. Driveways are noted as 25' wide on the site plan which is 5' more than the maximum driveway width of 20 feet. Confirmation of if these are existing driveways or new driveways is needed to determine if a variance is needed for driveway width.

#### Requirements to obtain permits:

- 1. Parking is conforming (no parking required in T district).
- 2. Building height is conforming.
- 3. Setbacks appear to be conforming but need to be delineated on the site plan.
- 4. FAR is conforming to the 1.75 limit. Proposed FAR of 0.08 based on the site size of approx. 63,000 SF and the building size of 5,000 SF.
- 5. Signage would be a separate permit.
- 6. All exterior light sources on private property, including canopy, perimeter, and flood, must be energy-efficient, stationary, and shielded or recessed within the roof canopy to ensure that all light is directed away from adjacent properties and public rights-of-way. The maximum height may not exceed 20 feet above grade.

# Note: If re-zoned to CC-M-T, there will be several zoning relief parameters and or more information would be needed as follows:

- 7. Drive-thru is required to be on rear façade as 1409-13 and a variance would be needed. The rear façade is the west façade for the proposed parcel. It appears that the entrance is on the west façade.
- 8. Conditional use required for a drive-thru on a corner lot as per section 1409-13.
- Setback variance for the front setback as the CC-M-T section 1409-09 requires a maximum front setback of 12'. The proposed setback is greater than 12 feet to Highland (Highland is the front for zoning setback purposes).
- 10. Special exception for building placement relief as per section 1409-21 (for a corner lot location) which requires that the building be built to the front lot line if one building on the corner is built to the front lot line (building at SE corner of the intersection is built to the lot line).



- 11. Variance for parking in the corner side yard of the proposed building (T district requires parking in the rear yard) for the row of parking along McMillan as per section 1407-04 part C of the zoning code.
- 12. Additional information is needed on transparency of the south and east facades to evaluate conformance with 1409-23 as this section requires 60% transparency of the façade between 2.5' and 7' above the ground on the McMillan (south) façade and 50% transparency on the Highland (east) façade. This would be a special exception zoning relief.

#### **Recommendations:**

• None

#### Contact:

• Wes Munzel | ZPE | 513-352-2442 | weston.munzel@cincinnati-oh.gov

## Metropolitan Sewer District (MSD)

#### Immediate Requirements to move the project forward:

None

#### Requirements to obtain permits:

- 1. This site will require stormwater detention in accordance with MSD Rules Section 303.
- 2. A grease trap review will be required. Go to https://msdgc.org/customers/food-servicecustomers/ for information and link to online application.

#### Recommendations

None

Contact:

• Rob Kern | MSD | 513-244-5588 | rob.kern@cincinnati-oh.gov

### Stormwater Management Utility (SMU)

#### Immediate Requirements to move the project forward:

None

#### **Requirements to obtain permits:**

- 1. Detention
  - If detention is required by MSD, provide SMU with a copy of the follow items: Approved detention calculations, drainage map, detailed drawing of detention control structure with elevations.
- 2. Storm Requirements
  - Calculations for storm water conveyance system, major storm calculations / flood routing.
- 3. Utility Plan
  - Label all pipes materials.
  - In the public R/W, pipes to be DIP or RCP.
  - Show Top & Invert elevations for all Appurtenances.
  - Show slopes for all pipes.
  - Show how downspouts tie to the underground sewer system.
  - Curb cuts: driveway aprons at min. 5' away from SMU inlets.
  - Tie into Curb inlets are NOT PERMITTED.
- 4. Grading Plan

## EXHIBIT I



- $\circ$   $\,$  Grading must show existing and proposed contours.
- Impervious surfaces are NOT permitted to drain towards adjacent properties.
- Contours changes are NOT allowed to push more runoff towards adjacent properties (as compared to pre-development conditions).
- Runoff from all pavements must be captured and conveyed to the stormwater system. Only 800 sf of pavement may sheet flow to the public R/W.
- 5. Erosion & Sediment Control Plan is required. Refer to link: https://cincinnatioh.gov/stormwater/construction-and-design/standards/sediment-and-erosion-control/
- SMU Standards Plans Notes is required. Refer to link: https://www.cincinnatioh.gov/stormwater/construction-and-design/standards/smu-standard-plan-notes-april-2022/
- 7. SMU will require an As-Built survey at the end of construction. The survey should include the following information:
  - State Plane Coordinates (N,E) for all MH's and Catch Basins.
  - Inverts and Top elevations for all MHs and Catch Basins.
  - o Slopes, sizes, and materials for all storm lines.

#### **Recommendation:**

None

Contact:

Kevin Gold | SMU | 513-222-3643 | <u>kevin.gold@cincinnati-oh.gov</u>

#### Water Works

#### Immediate Requirements to move the project forward:

• None.

#### Requirements to obtain permits:

- 1. The current water main system does meet the current fire flow requirements for commercial development. Per the direction of the Cincinnati Fire Department this development will require a sprinkler system installed. Depending on the pressure required for the sprinkler system, some water main replacement work may need to be done by the development. The available and residual pressures in this part of the water system are low and before a sprinkler system is designed the developer will need to consult with GCWW. Please contact Maria Meyer at Maria.Meyer@gcww.cincinnati-oh.gov.
- 2. Must have a stamped and recorded plat for each parcel before any building permits will be approved or water service branches sold.
- 3. Each parcel will need to have its own water service branch. Water service lines are not to cross parcel lines.
- 4. GCWW requires an outside meter pit setting followed by a backflow preventer in a heated structure.
- 5. The subject development property is receiving water service from the following:

Address	Branch #	Size	Meter #	Size	
237 William H. Taft Rd.	H-189827	6"	189827	6"	

#### **Recommendations:**

- 1. It is advised that GCWW currently has a water main construction project in the Design section of Engineering for Highland/E. McMillan/Maplewood to be constructed in 2029.
- 2. The Owner(s)/Developer(s) will need to hire a Greater Cincinnati Water Works certified licensed and bonded fire protection company and plumber to perform the private water service branch design work and installation.



3. The Owner(s)/Developer(s) must have a licensed fire protection company and plumber that is bonded and certified with GCWW and fill out the Online Branch application https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/ for water service.

Contact:

• Rick Roell | WaterWorks | 513-591-7858 | richard.roell@gcww.cincinnati-oh.gov

### Fire Department

#### Immediate Requirements to move the project forward:

- 1. The site plan should show 2 readily accessible Fire Hydrants within 400 feet of all sides of your project.
- 2. The minimum fire flow requirements for commercial structures is 2,000 gallons/per/minutes (GPM) @ 20 pressure/per/square inch (psi) (138Kpa).
- 3. The site plan should show the location of any proposed FDCs. A fire hydrant should be located within 50' of each FDC.

### **Requirements to obtain Permits:**

- 1. Access Streets, Roadways or Driveways. (b) The surface shall be of sufficient strength and type to adequately support any fire division apparatus under any weather conditions.
- 2. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet.
- 3. The angles of approach and departure for fire apparatus access roads shall be within the limits established by the fire code official based on the fire department's apparatus.
- 4. The weight of our apparatus is as follow:

Apparatus	Width	Length	Height	Weight	Front axle	Rear axle	Turn radius inside/outside
Ladder	10'	41'10"	11' 9"	70,000	21,600	48,000	35.45/39.25
Engine	10'	31'6"	9'5"	44,000	20,000	24,000	34'6"/41'6"
Ambulance	9' 4"	22'2"	9' 2"	18,500			34'/41'

#### **Recommendations:**

1. The Fire Department Connection can be on the building face within 50' of a fire hydrant. **Contact:** 

• Gregory M. Phelia Jr. | Fire Dept. | 513-357-7598 | gregory.pheliajr@cincinnati-oh.gov

### Office of Environment and Sustainability (OES)

#### Immediate Requirements to move forward with project:

• None

### Requirements to obtain permits:

 Commercial waste, including construction and demolition debris, generated during this development project must utilize a City franchised commercial waste collection service per Cincinnati Municipal Code Chapter 730. Additional information can be found at https://www.cincinnati-oh.gov/oes/commercial-waste-hauler-program/.



- If site plans require excavation or fill of quantities above 1000 cy, an environmental review will be required by OES. When completing the excavation and fill permit, identify the disposal and borrow site locations for all material. "TBD" will not be accepted. Specify if fill material will be soil or engineered fill, such as sand or gravel.
- 3. If offsite sourced fill is to be placed onsite which exceeds 1000 cy, then it must receive OES environmental approval as per City Municipal Code Chapters 1101 and 1031. A current Phase I ESA performed to the ASTM Standard E1527-21 of the proposed offsite borrow source property must be submitted for review. Stockpiled soils that will be used as fill material from an offsite borrow source require environmental sampling and analysis and the results be submitted for review. Please contact OES for a recommended sampling plan.

## **Recommendations:**

- 1. The following recommendations are based on adopted City of Cincinnati environmental and sustainability policies and help to achieve the goals of the Green Cincinnati Plan:
  - a. The development goal should be to earn at a minimum the LEED Certified rating level.
  - b. Rooftop solar should be considered in the design as a renewable energy source.
  - c. Site parking should include electric vehicle charging stations.
  - d. Site areas designated for trash dumpsters should also have at least equal space designated for recycling dumpsters.
  - e. The use of trees in the landscape design should be included to enhance urban forestry.
  - f. The use of pervious surfaces should be maximized to the extent practical in the design.
  - g. Landscape design should consider the use of native species.
  - h. The use of heat reflective surfaces in paved parking areas should be considered to reduce the heat-island effect.

#### Contact:

• Amanda Testerman | OES | 513-352-5310 | amanda.testerman@cincinnati-oh.gov

#### Parks Department (Urban Forestry)

Immediate Requirements to move the project forward:

None

Requirements to obtain permits:

None

**Recommendations:** 

None

Contact:

• Doug Fritsch | Urban Forestry | 513-861-9070 | douglas.fritsch@cincinnati-oh.gov



## **Department of Transportation & Engineering (DOTE)**

#### Immediate Requirements to move the project forward:

None

#### Requirements to obtain permits:

1. 10' of right of way is needed on McMillan and Highland. The sidewalk can be 5' wide with a 4.5' tree lawn or 10'.

Install sidewalk assuming a 6" curb. The cross slope is 2%.

- 2. A Traffic Analysis for trip generation and trip distribution will be needed.
- 3. Remove unused driveway aprons and restore them to City standards.
- 4. Curb is granite on McMillan and Highland. It needs to be replaced/repaired with granite.
- 5. The maximum driveway width is 24'.
- 6. The driveways and aprons are to meet City standards. Driveway aprons can be modified for commercial (no ramps).
- 7. There need to be 2 curb ramps at the corner.
- 8. All work in the public right-of-way will require a separate DOTE permit.
- Based on the site plan provided, the assigned address for the project is 198 E MCMILLAN ST. Once the building has been constructed, the address number must be posted and be visible from the street, per the Ohio Fire Code and the Cincinnati Municipal Code. Contact DTEaddress@cincinnati-oh.gov with questions.

#### **Recommendations:**

None

#### Contact:

Morgan Kolks | DOTE | 513-335-7322 | morgan.kolks@cincinnati-oh.gov

### **Buildings & Inspections – Buildings**

#### Immediate Requirements to move the project forward:

• None

#### Requirements to obtain permits:

- 1. Provide a Geo-technical report at time of building permit submittal.
- 2. Code Analysis needed at time of building permit submittal.

#### **Recommendations:**

#### None

Contact:

• Art Dahlberg | B&I Plans Exam | 513-352-2424 | art.dahlberg@cincinnati-oh.gov

#### Law Department

#### Immediate Requirements to move the project forward:

- 1. No requirement at this time.
- 2. If this development were to create an encroachment in City right of way or property, a permanent change in the use of City right of way or City property or would require additional right of way to be dedicated, a Coordinated Report will be required. Application for Coordinated Report can be requested at real.estate@cincinnati-oh.gov.

#### Requirements to obtain permits:



• None

#### **Recommendations:**

• None

Contact:

• Renee Bunch | Law | 513-352-3338 | renee.bunch@cincinnati-oh.gov

## **Department of Community & Economic Development (DCED)**

Immediate Requirements to move the project forward:

None

#### Requirements to obtain permits:

None

Recommendations:

None

Contact:

• Robert Bertsch | DCED | 513-352-3773 | robert.bertsch@cincinnati-oh.gov

## Health Department

### Immediate Requirements to move the project forward:

None

### Requirements to obtain permits:

 A food facility plan review by the Cincinnati Health Department (CHD) will be required if future or current commercial space (or tenant) is licensable (or is currently licensed) as a food service operation (FSO) or retail food establishment (RFE). If licensable, plumbing will not issue permits until CHD has completed the food facility review and approved the project.

### **Recommendations:**

1. For assistance in determining whether the facility is licensable as an FSO/RFE or not, please contact me (Trisha Blake) at the information listed below.

### Contact:

• Trisha Blake | Health Dept. | 513-352-2447 | trisha.blake@cincinnati-oh.gov

### Police Department

Immediate Requirements to move the project forward:

• None currently.

### Requirements to obtain permits:

• No comments.

### **Recommendations:**

• None

Contact:

- Katalin Howard | Police Dept. | 513-352-3298 | katalin.howard@cincinnati-oh.gov
- Brandon Kyle | Police Dept. | 513-564-1870 | brandon.kyle@cincinnati-oh.gov





FINAL ACTION: The CSR Advisory-TEAM and CSPRO Committee believes that the proposed project plans are moving in the appropriate direction and recommends that the project move forward to City Planning Commission subject to the following condition.

• The subject development must follow the requirements listed above to ensure that the development meets the requirements of all agencies as they apply for all permits.

Sincerely,

h 1ber Art Dahlberg,

Director of Buildings and Inspections Department & CSPRO Committee Chair

Rodney D. Ringer,

Development Manager

AD:RDR:hs

## **TRAFFIC ANALYSIS REPORT**

# FOR PROPOSED CHICK-FIL-A

# HIGHLAND AVENUE, CINCINNATI, OHIO

Prepared For: Woolpert 4454 Idea Center Boulevard Dayton, OH 45430

Prepared By: Jamal Adhami, PE, PTOE SHA Engineering, LLC January 30, 2025 Updated February 20, 2025



Engineering, LLC

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# **List of Appendices**

Appendix A	-	Site Plan
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## **1. Introduction**

The purpose of this Traffic Analysis Report (TAR) is to:

- Describe and measure the impact of traffic generated by the proposed Chick-fil-A on the adjacent existing public street system; and
- Provide a list of conclusions and recommendations related to traffic operations and analysis of the proposed access drives on Highland Avenue and East McMillan Street.

The new Chick-fil-A is proposed at the northwest quadrant of the intersection of Highland Avenue and East McMillan Street in Cincinnati, Ohio. Chick-fil-A store with 5,020 SF is proposed with two access locations. The first access is proposed on Highland Avenue at the north end of the development. The second access drive is proposed on East McMillan Street near the west end of the development. Access Drive (Drive A in Figure 1) on Highland Avenue is proposed with all movements allowed. East McMillan is one-way serving eastbound traffic. Therefore, access on McMillan Street is proposed with left turn out only. The location of the site and access locations are shown in Figure 1, and the preliminary site plan is included in Appendix A.



#### **Figure 1 – Site Location**

**Study Area Access Locations** 

A – Access Drive A on Highland Avenue B- Access Drive B on East McMillan Street N

## 2. Scope of Services

SHA Engineering prepared a Memorandum of Understanding (MOU) and submitted it to City of Cincinnati on October 15, 2024. No additional comments were received from the city on MOU. A copy of the MOU is attached in Appendix B.

## 3. Existing Conditions

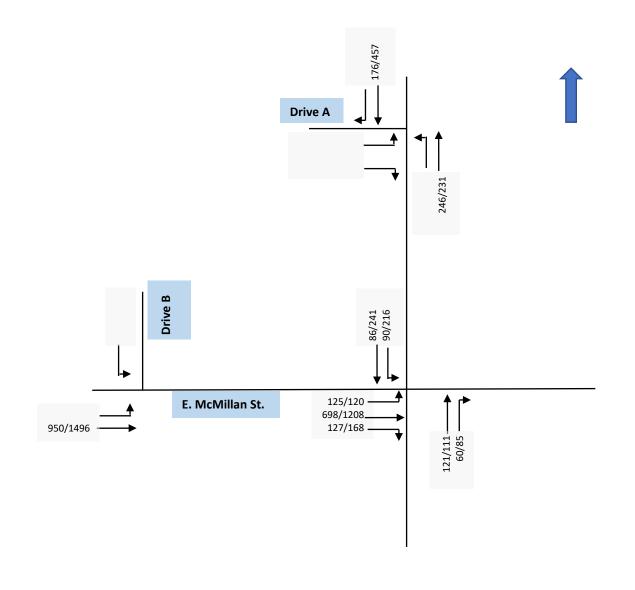
East McMillan Street in the vicinity of the site is one way eastbound only with three lanes. Roadside parking is allowed on East McMillan Street, west of the location of Drive B. It is posted at 35 mph.

Highland Avenue is carrying two-way traffic in northbound and southbound directions. It is posted at 30 mph. In the vicinity of the proposed access drive, Highland Avenue operates with 4 narrow lanes (about 9' wide).

The turning movement counts were completed at the intersection of Highland Avenue and East McMillan Street. The counts were completed October 22, 2024. The counts were used to calculate through volumes on East McMillan Street and Highland Avenue in the vicinity of the proposed access drives. Based on the recorded traffic counts, the Midday Peak Hour was recorded from 12:30 PM to 1:30 PM and the PM Peak Hour was recorded from 3:30 PM to 4:30 PM.

The observed 2024 Midday and PM Peak Hour traffic counts are shown in Figure 2.

The traffic data is included in Appendix C.





Midday/PM

xxx/xxx/

## 4. Proposed Development

The new Chick-fil-A is proposed at the northwest quadrant of the intersection of Highland Avenue and East McMillan Street in the city of Cincinnati, Ohio. Chick-fil-A store with 5,020 SF is proposed with two access locations. The first access is proposed on Highland Avenue at the north end of the development. The second access drive is proposed on East McMillan Street near the west end of the development. Access Drive (Drive A in Figure 1) is proposed Highland Avenue will allow all movements. East McMillan is operating eastbound one-way. Therefore, access on McMillan Street is proposed with left turn in and left turn out only.

The site plan is attached in Appendix A.

## 5. Trip Generation and Distribution

SHA Engineering completed trip generation calculations for the proposed Chick-fil-A site using the rates identified in Palmer Study referenced in the MOU. The summary of estimated trips is included in Table 1.

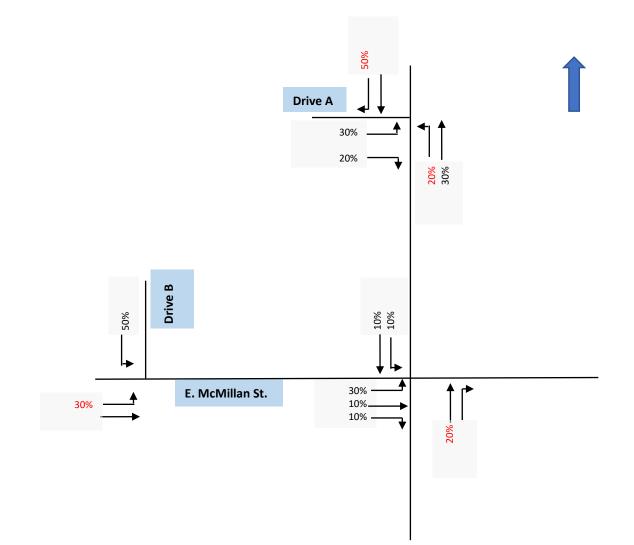
	Table 1 - Summary of Estimated Trips									
	Land Use	Unit	Size	Μ	idday Pea	ık	PM Peak			
	Lana Use	Unu		Enter	Exit	Total	Enter	Exit	Total	
		SF	5,020	205	197	402	154	147	301	
	Chick-fil-A	Pass-by		101	101	202	75	75	150	
		Primary		104	96	200	79	72	151	

The existing traffic counts were used for estimating the trip distribution of the new trips. The trip distribution for the new development is based on the following assumptions. Table 2 shows trip distribution used in the study.

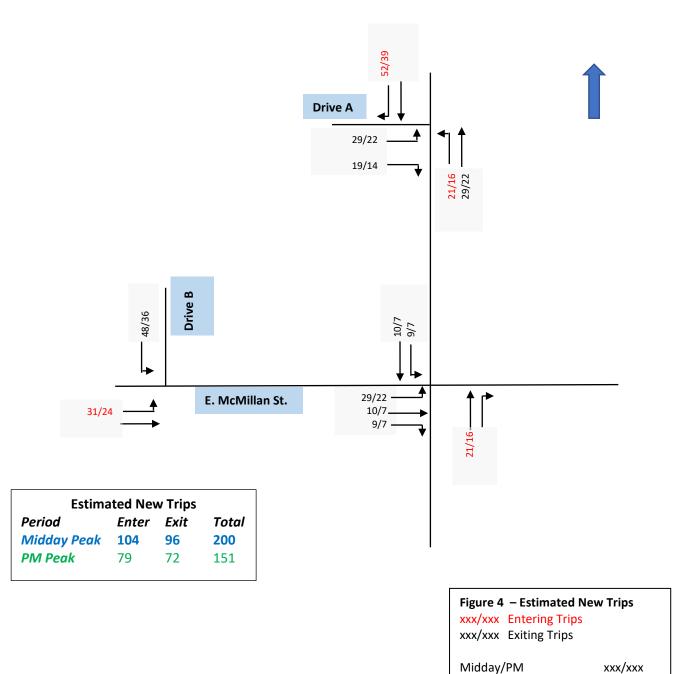
Table 2 - Directional Assignment of Estimated Vehicular Trips							
	Midday/PM Peak						
	From/To						
North	30%						
South	20%						
West	30%						
East	20%						

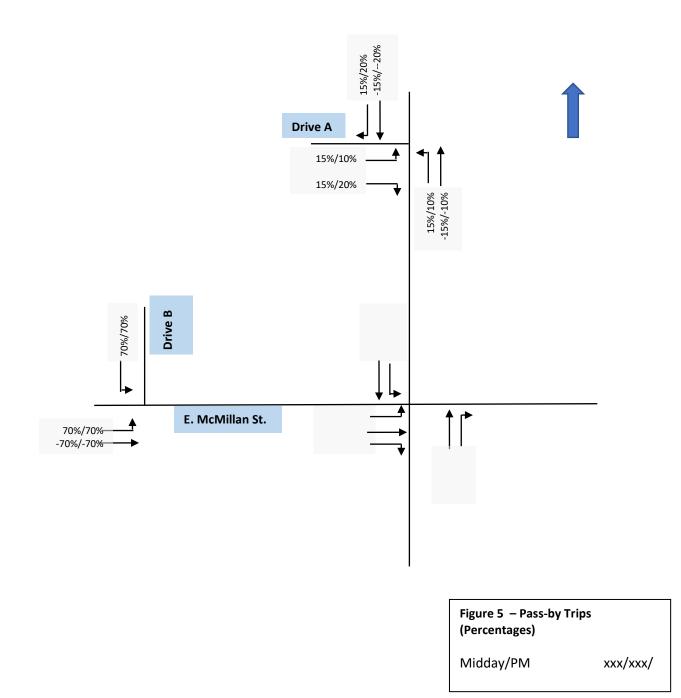
Figure 3 shows the new trip distribution percentage, and the estimated new trips are shown in Figure 4. Pass-by Trip percentages are shown in Figure 5 and estimated Pass-by Trips are shown in Figure 6. Figure 7 shows 2025 Build traffic volumes.

# EXHIBIT J

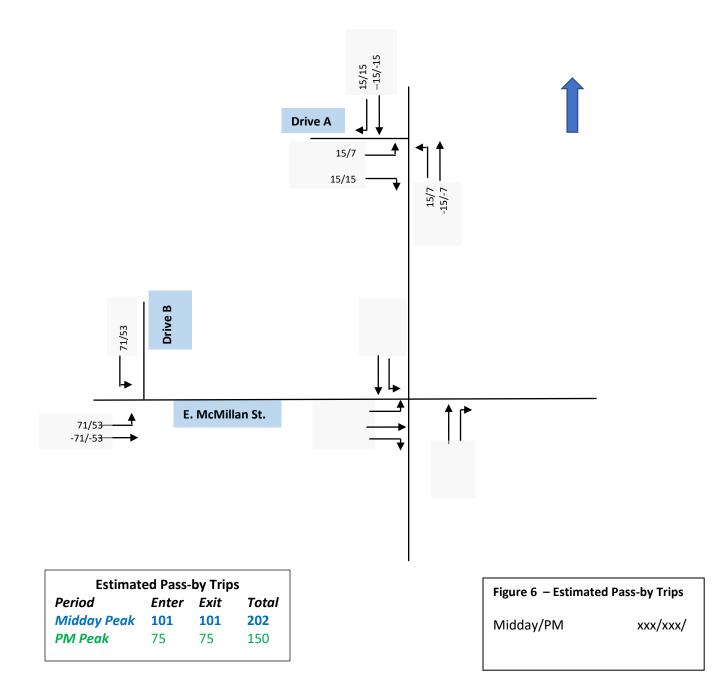


-	Figure 3 – Trip Distribution (Percentages)						
xx%	Entering Trips						
xx%	Exiting Trips						
Midday/PM xxx							

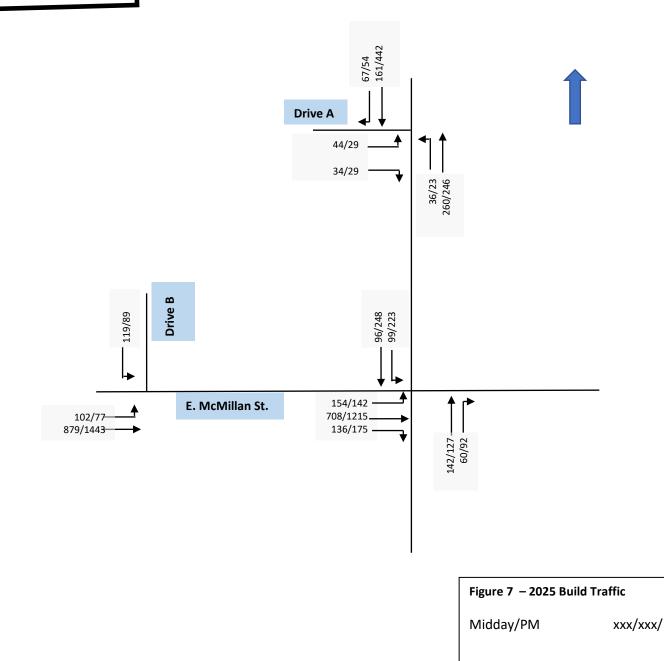




# EXHIBIT J



# EXHIBIT J



# 6. Analysis

#### Turn Lane Warrants

The turn lane warrants were completed using the procedure identified in ODOT Location and Design Manual, Volume 1. The turn lane warrants were analyzed at Drive A on Highland Avenue. The results of the turn lane warrants are summarized below, and detailed warrants are included in Appendix E.

#### Highland Avenue at Drive A

- The northbound left turn lane from Highland Avenue to westbound on Drive A *is warranted*.
- The southbound right turn lane from Highland Avenue to westbound on Drive A *is not warranted*.

#### East McMillan Street at Drive B

East McMillan Street operates with 3 lanes for the eastbound traffic at Drive B. An exclusive lane for the eastbound left turn lane, with no opposing traffic, is not required.

#### Capacity Analysis

Capacity analyses were performed for the two access locations for the Chick-fil-A. All the analyses were completed for the Build traffic using Highway Capacity Software (HCS). Capacity of an intersection is quantified by the Level of Service (LOS) which is based upon the amount of delay a vehicle experience while at an intersection. The criterion for both signalized and unsignalized intersections (including roundabouts) are listed below in Table 3 as defined in Chapter 19, 20 and 22 of the Highway Capacity Manual (6<sup>th</sup> edition) Volume 3.

Table 3 – Signalized/Unsignalized Intersection LOS Criteria (Exhibits 19-8, 20-2, 22-8)									
HCM)									
Level of Service	Control Delay - Signalized Intersections (seconds/vehicle)	*Control Delay – Unsignalized Intersections (seconds/vehicles)							
Α	0-10	< 10							
В	>10-20	>10-15							
С	>20-35	>15-25							
D	>35-55	>25-35							
E	>55-80	>35-50							
F	>80	>50							

\*If v/c ratio exceeds 1, LOS F

The following is a list of code definitions that are used in the capacity analysis results:

EB/WB/NB/SB-Eastbound/Westbound/Northbound/Southbound

- L Left Turn Movement (exclusive left-turn lane or lanes)
- T Through Movement (exclusive through lane or lanes)
- R Right Turn Movement (exclusive right turn lane or lanes)

LT– Shared left turn and through movement lane LTR – This provides movements in all directions. TR – Shared through and right turn movement lane.

The summary of the capacity analysis completed for the intersections in the study area are included below and the results of the capacity analysis are included in Appendix F.

#### Highland Avenue at Drive A

The intersection will operate with stop control on the eastbound approach on Drive A. The results of capacity analysis are summarized in Table 4.

The analysis completed shows LOS B for the eastbound approach on Drive A. The northbound left turns show LOS A.

# **Table 4 –** Capacity Analysis – Midday/PM Peak – 2025 Build – Highland Avenue at Drive A

	2025 Midday Peak Build (Un- Signalized)					2025 PM Peak Build (Un-Signalized)				
	LOS	Delay (Sec/veh)	v/c	QSR	95 <sup>th</sup> %ile queue (ft.)	LOS	Delay (Sec/veh)	v/c	QSR	95 <sup>th</sup> %ile queue (ft.)
NBL	А	7.8	.03		3	А	8.6	.02		3
EBLR	В	11.4	.13		10	В	13.5	.09		8
EB Approach	B	11.4				B	13.5			
Intersection	N/A					N/A				

#### East McMillan Street at Drive A

The intersection operates with eastbound one-way traffic on McMillan Road and left turn out only movement allowed at Drive B. The intersection will operate with 3 lanes on East McMillan Street. The southbound left turns from Drive B will yield to the eastbound through movement on East McMillan Street. With three lanes on East McMillan Street, the southbound right turn will operate without significant delay. The summary of capacity analysis is included in Table 5 below.

# **Table 5 –** Capacity Analysis – Midday/PM Peak – 2025 Build – East McMillan Street at Drive B

	2025 Midday Peak Build (Un- Signalized)					2025 PM Peak Build (Un-Signalized)				
	LOS	Delay (Sec/veh)	v/c	QSR	95 <sup>th</sup> %ile queue (ft.)	LOS	Delay (Sec/veh)	v/c	QSR	95 <sup>th</sup> %ile queue (ft.)
SBL	С	17.0	.30		33	C	19.1	.28		28
SB Approach	С	17.0				С	19.1			
Intersection	N/A					N/A				

## 7. Findings

The preceding analysis and recommendations listed below are based on the typical procedure used for evaluating the impact of the proposed development on the adjacent roadway infrastructure and usual customary traffic engineering standards.

The results of the analysis completed at each intersection in the study area are summarized below.

#### Highland Avenue at Drive A

The capacity analysis completed for the intersection shows LOS B for the eastbound approach on Drive A. The turn lane warrants completed for the intersection show the northbound left turn lane from Highland Avenue to westbound on Drive A is warranted. The northbound and southbound approaches on Highland Avenue are operating with two lanes in each direction. The through traffic on Highland Avenue is less than 500 vehicles per hour for all scenarios. The capacity for a single lane section on street similar to Highland Avenue would be around 1200 to 1500 vehicles/hour. The hourly volumes for the northbound through movement on Highland Avenue at Drive A are 260 vehicles/hour and 246 vehicles/hour for the Midday and PM Peak Hours. Therefore, a single lane for the northbound through movement will be adequate at Access Drive A. *The turning from the shared lane will have no significant impact on the northbound and southbound traffic on Highland Avenue*. Therefore, the existing lane-use on Highland Avenue in the vicinity of Drive A should be maintained.

The southbound approach at the intersection of Highland Avenue and East McMillan Street was examined to check the estimated 95<sup>th</sup> percentile queues. The summary of estimated 95<sup>th</sup> percentile queues for the southbound approach are shown in Table 6. Drive A is located about 200 feet north of the intersection with East McMillan Street. The estimated queues shown in Table 3 indicate the queues for the southbound approach at the intersection of Highland Avenue and East McMillan Street will not block Drive A.

Table 6 - Estimated Queues – Highland Avenue at East McMillan Street							
	95 <sup>th</sup> Percentile Queue (Ft.)						
	Midday Peak	PM Peak					
Southbound Left	25	83					
Southbound Through	86						

#### East McMillan Street at Drive B

East McMillan Street in the vicinity of Drive B is one way carrying traffic in the eastbound direction. The left turns from East McMillan Street to northbound on Drive B can be made with no opposing traffic. Similarly, the southbound left turns from Drive B will only yield to the eastbound traffic on East McMillan Street with 3 lanes available for the movement. The left turns from Drive B can be made with minimal delays. Access Drive B will serve the exiting traffic from the site efficiently and safely.

#### Recommendations

All improvements to be made as per the recommendations in this study shall be completed following Standards published by Ohio Department of Transportation and supplements to these standards followed by City of Cincinnati.

#### Highland Avenue at Drive A

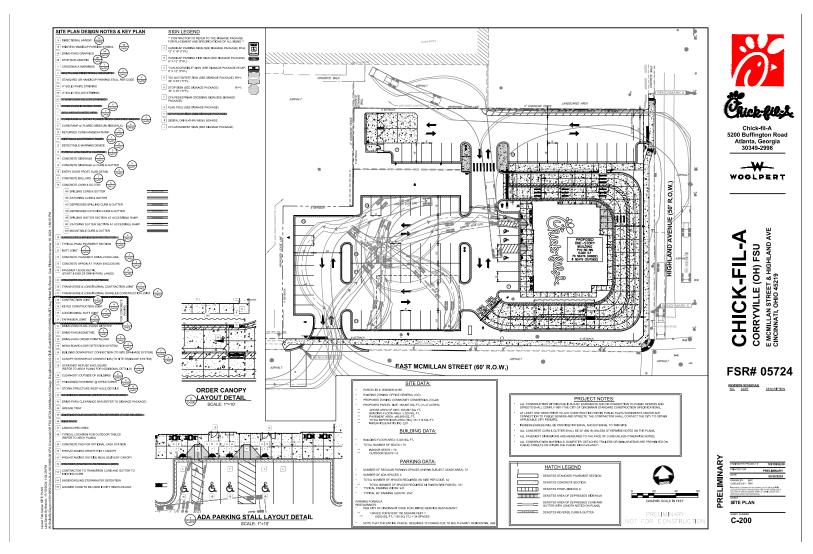
- Drive A shall be constructed with a single inbound and single outbound lane.
- A stop sign shall be installed on the eastbound approach on Drive.

#### East McMillan Street at Drive B

- Drive B shall be constructed with a single inbound and single outbound lane.
- Stop Sign shall be installed on the southbound approach on Drive B.

Appendix A

Site Plan



Appendix B

# Memorandum of Understanding



### **MEMORAMDUM OF UNDERSTANDING**

October 15, 2024

**Consultant: SHA Engineering, LLC** 

Submitted to

Morgan Kolb City of Cincinnati Transportation Department 801 Plum Street Cincinnati, OH 45202

### RE: TIS – Proposed Chick-fil-A, Highland Avenue, Cincinnati, Ohio

### Background

The scope of work included in the Memorandum of Understanding (MOU) is for completing a traffic analysis report for the proposed Chick-fil-A at the northwest quadrant of the intersection of Highland Avenue and East McMillan Street in City of Cincinnati, Ohio. Chick-fil-A store with 5,020 SF is proposed with two access locations. The first access is proposed on Highland Avenue at the north end of the development. The second access drive is proposed on East McMillan Street near the west end of the development. Access Drive (Drive A in Figure 1) is proposed Highland Avenue will allow all movements. East McMillan is operating eastbound one-way. Therefore, access on McMillan Street is proposed with left turn in and left turn out only. The location of the site and access locations is shown in Figure 1 and the preliminary site plan is included in the Appendix.

A coordination meeting was held with the City on October 10, 2024. The scope of work included in this Memorandum of Understanding (MOU) is developed based on the discussions and feedback provided by the city during the meeting on October 11, 2024.

The scope of services for the traffic impact study will include the following:

### Study Area

The study area intersections are listed below and shown in Figure 1 (Location Map) included in the last page of this Memorandum of Understanding.

- Highland Avenue at Access Drive A.
- East McMillan Avenue at Access Drive B.

### **Traffic Counts**

The turning movement traffic count data during the weekday Mid-day Peak and PM peak hours will be recorded at the intersection of Highland Avenue and East McMillan Street. The traffic counts will be recorded during the hours from 6:00 AM to 7:00 PM. The counts will be used for estimating the directional



counts on Highland Avenue and East McMillan Street in the vicinity of access locations. The counts will also be used for establishing Midday and PM Peak Hours for the analysis.

### **Trip Generation/Distribution**

SHA Engineering completed trip generation calculations for the proposed Chick-fil-A site. Trip generation equations were referenced from the *Proposed Chick-fil-A Traffic Impact Study, Palmer Engineering, 2021* which return higher values than the Institute of Transportation Engineers (ITE) *Trip Generation Manual* equations for fast food restaurants. Based on the referenced study data, it is assumed that 50% of the trips generated will be pass-by trips. **Table 1** shows the equations used to estimate total trips for the Chick-fil-A restaurant and **Table 2** shows the trip estimated for the site.

#### **Table 1- Growth Rate**

L and Uga	I losit	Wee	kday
Land Use	Unit	Mid-Day Peak Hour	PM Peak Hour
Chick-fil-A	Per 1,000 SF	T = 80 (X) 51% in/49% out	T = 60 (X) 51% in/49% out

#### **Table 2- Estimated New Trips**

Land Use	Unit	Size		AM Peak		PM Peak				
Lana Ose	Unu	Size	Enter	Exit	Total	Enter	Exit	Total		
	SF	5,020	205	197	402	154	147	301		
Chick-fil-A	Pass	-by	101	101	202	75	75	150		
	Prim	ary	104	96	200	79	72	151		

The following scenarios will be developed for analysis.

### - 2025 Build Traffic

### **Analysis**

The following analyses will be completed.

#### Turn Lane Warrants

Turn Lane Warrants will be completed to determine if the exclusive lanes for the left and right turns are required at access drives included in the study area. The turn lane warrants will be completed for the free flow approaches of the intersections. The turn lane warrants will be completed using the procedure identified in the ODOT Location and Design Manual, volume 1.

#### Level of Service/Queue Analyses:

The intersections identified in the study area will be analyzed for Level of Service (LOS) and Delay using **Highway Capacity Software (HCS-2023)**. Traffic operations will be evaluated during the **Weekday Mid-day Peak and PM peak hours** for the scenarios identified earlier in this report.



### Storage Analyses:

Turn lane storage length analysis will be performed in accordance with the standards used by ODOT Figures 401-9 and 401-10 ODOT Location and Design Manual, volume 1).

#### **Conclusions/Summary**

This report will provide an evaluation of the scenario identified above and will include recommendations for improvements, if any, necessary to mitigate the impacts of the additional traffic from the proposed site and maintain an acceptable level of service and operational safety. An appendix will be included containing the traffic counts data and analysis output.

### **Deliverables**

The Traffic Analysis Report will be completed and submitted to the city for review and approval. The study will provide a summary of the findings and will include recommendations to mitigate the impact of additional traffic generated by the development.



6221 Thornberry Court, Mason, OH 45040 Phone: (513)236-7909 E-Mail: JAdhami@shaengg.com

# Figure 1 – Locadtion Map



Proposed Site



A – Access Drive A on Highland Avenue B- Access Drive B on East McMillan Street



# Pages from Proposed Chick-fi-A Palmer Study

# For Columbus Site, 2021

APPENDIX

Pages from Proposed Chick-fil-A Traffic Impact Study Columbus, OH, Palmer Engineering, 2021

## A Traffic Impact Study

### Columbus, OH

Store Location	Time Period	Entering Volume	Exiting Volume	Total Volume	Drive Thru Queue Length (Vehicles)
Weekday (AM Peak)	1 01100	volume	volume	volume	L'engen (v enneres)
Sancus Blvd	9:15 - 10:15	64	52	116	Less than 5 Vehicles
Tuttle Crossing	7:45 - 8:45	76	60	136	Less than 5 Vehicles
Reynoldsburg	8:00 - 9:00	70	71	150	Less than 5 Vehicles
iteynoldsourg	0.00 9.00	15	/1	150	
Weekday (Noon Peak)					
Sancus Blvd	12:00 - 1:00	203	149	352	25 Vehicles, 8 Vehicles*
Tuttle Crossing	12:00 - 1:00	247	216	463	21 Vehicles
Reynoldsburg	1145 - 12:45	240	210	450	18 Vehicles
					-
Weekday (PM Peak)					
Sancus Blvd	4:30-5;30	158	129	287	23 Vehicles, 8 Vehicles*
Tuttle Crossing	6:00 - 7:00	174	182	356	9 Vehicles
Reynoldsburg	5:30-6:30	189	174	363	15 Vehicles
Saturday (AM Peak)					
Sancus Blvd	8:15 - 9:15	97	72	169	12 Vehicles
Tuttle Crossing	8:00 - 9:00	59	54	113	Less than 5 Vehicles
Reynoldsburg	8:00 - 9:00	67	64	131	Less than 5 Vehicles
Saturday (Noon Peak)					
Sancus Blvd	12:00 - 1:00	169	121	290	25 Vehicles, 11 Vehicles*
Tuttle Crossing	11:15 - 12:15	196	169	365	9 Vehicles
Reynoldsburg	11:45 - 12:45	202	210	412	17 Vehicles
Saturday (PM Peak)					
Sancus Blvd	5:30 - 6:30	161	125	286	24 Vehicles, 12 Vehicles*
Tuttle Crossing	5:15 - 6:15	174	183	357	11 Vehicles
Reynoldsburg	4:15 - 5:15	188	158	346	13 Vehicles
				* Denotes temp	oorary drive thru lane

Table 1. Chick-Fil-A Store Use Summary



Figure 1. Drive Thru Queue Simulation



### **Traffic Impact Study**

Based on this data and the traffic simulation of the drive thru we are able to make sure adequate queue storage is provided at the proposed Chick-Fil-A. As part of the study we collected the amount of time a vehicle spends at the ordering station and then when they pulled up to the window to get their food. This data has been collected at multiple sites including Grand Rapids, Michigan, Richmond, Ky, and Columbus Ohio. Included in the Appendix is the data gathered for ordering and pick-up window times. This data allows us to accurately model the drive thru restaurant with a double thru and the median results of the data are that it takes 42 second for ordering and 28 seconds for the delivery of food once the vehicles stops at the window. With the COVID pandemic ongoing, the drive thru orders are at a higher than normal volume so the drive thru is modeled with only a few dine-in and pick-up orders and confirms the worst case of queueing. The current layout can queue 23 vehicles in each lane without impacting traffic flow around the site. The Sancus Blvd location currently serves about 200 entering vehicles at the highest volume and the other restaurants are serving over 240 entering vehicles during the peak period with queue length less than Sancus Blvd due to the double drive thru. The double drive thru provides significant capacity for the store and reduces the on-site queueing. This site will be able to adequately serve the increased volume if demand increases at this location.

### **ROADWAY TRAFFIC ANALYSIS**

The flow of traffic along the roadways surrounding the Mall was also analyzed to determine if adequate capacity was provided for vehicles to enter and exit the proposed site. Manual traffic counts were taken from 7:30 AM to 9:00 AM, 11:00 AM to 1:00 PM, and 4:00 PM to 7:00 PM on November 20, 2021 and November 23, 2021 at the intersection of Polaris Parkway/Town Centre(West), Polaris Parkway/Town Centre(East), Mall Connector Road/Town Centre(East), and Mall Connector Rd/Town Centre(West). The highest hourly traffic volumes were selected for the analysis of the roadway and traffic simulation. All existing traffic volumes can be found in the Appendix and are shown on Figures 1 and 2.

The estimated completion date for the proposed development is by the end of 2022. Based on ODOT count stations the AADT along Polaris Parkway has been flat from 2018 to 2020 so traffic was not increased from the existing counts. Currently Polaris Parkway has 48,000 vehicles per day. The existing count station data can be found in the Appendix.

### Methodology

Level of Service and delay were measures of effectiveness analyzed using the SYNCHRO 11 software. HCS and the HCM method does not calculate shared lanes therefore, SYCNHRO 11 uses similar methods to calculate the delay, level of service, and queue length for the signalized intersections while SYCNHRO 11 used HCM methods for calculating the same values for the stop controlled intersections.

Trips were generated for the proposed development and then distributed to the roadway system based on the existing traffic patterns and engineering judgment. For the analysis, the study uses traffic volumes from the counts that were gathered in the field. The assigned volumes from the proposed development and the background traffic volumes combined to produce the total proposed traffic volumes for existing conditions. Background traffic volumes were grown by a percentage



### **Traffic Impact Study**

determined based on historic traffic volumes, for this study that was 0%. These increased volumes were considered the background traffic volumes for the design year, 2032. Generated trips were then added to the design year background traffic to determine the design year build volumes. HCS7 was used to analyze the roadway network for existing and proposed conditions in during the opening year and design year, 2022 and 2032 respectively. The background, level-of-service, and vehicle delay can be found in the Appendix along with 2022 Weekday Existing (Fig 1), 2022 Weekday Build (Fig 3), 2022 Saturday No Build (Fig 2), and 2022 Saturday Build (Fig 4) traffic volumes.

### Level of Service and Delay

Level of Service (LOS) was used as the measure of effectiveness for each lane and turning movement. According to the Highway Capacity Manual, the level of service is defined in terms of delay (See Tables 2 and 3). Delay results in driver discomfort, frustration, fuel consumption, and lost travel time. Delay is caused by a number of factors including traffic signal timing, geometrics, traffic congestion, and accidents at an intersection. Level of Service is based on a grade scale from A to F with A being excellent and F being failure. A Level of Service C is desirable, and D is acceptable in an urban setting.

Table 2 – Unsignalized Intersections	
Level of Service	Delay (Seconds per Vehicle)
A	<=10
В	>10 and <=15
Č	>15 and <=25
D	>25 and <=35
E	>35 and <=50
F	>50
Table 3 – Signalized Intersections	
Level of Service	Delay (Seconds per Vehicle)
А	<=10
В	>10 and <=20
С	>20 and <=35
D	>35 and <=55
E	>55 and <=80
F	>80

### **Trip Generation and Proposed Traffic Volumes**

Trip estimates for the proposed development are based upon data provided in the *Trip Generation*, 11<sup>th</sup> Edition, a nationally recognized resource of trip generation rates published by the Institute of Transportation Engineers. The average rates that the ITE generates are less than typical Chick-Fil-A restaurants so we have adjusted that volumes to replicate data that is specific to Chick-Fil-A.



### Site Trip Generation

The proposed site will consist of a Chick-fil-A restaurant store. For this study a Fast-Food Restaurant with Drive-Through Window (Code 934) was checked versus the information provided by Chick-fil-A and determined to be below the average rates. The ITE average rates generate 229 (AM Peak), 256 (Mid-Day Peak), and the 230 vehicles (PM peak). For this study we have used higher rates to provide a conservative analysis and to accurately replicate what Chick-Fil-A generates during peak hours. The rates shown on the charts below closely replicate the total number of vehicles that would visit this location based on counts that were taken at the site and are at the higher range of the ITE provided data.

As part of other traffic impact studies Palmer Engineering has counted existing Chick-Fil-A stores in Columbus, OH, Cincinnati, OH, Virginia Beach, VA, and Richmond, KY and determined that the Mid Day Peak is typically 360 vehicles (190 Entering and 170 Exiting). Based on these findings, experience, and engineering judgement it was determined that approximately 16% of the weekday trips generated occur during the Mid-Day Peak. Using 16% the average rate for the Mid-Day Peak was taken to be approximately 80.00.

	Chick-fil-	-A Propose	ed Developr	nent Trip Genera	ation Tabl	e		
ITE Code	Land Use	Sq Ft/ Units	Average Rate	AM Peak	Enter	Enter %	Exit	Exit %
934	Fast-Food Restaurant with Drive-Through Window	4.48	51	229	119	52%	110	48%
	Total			229	119		110	
ITE Code	Land Use	Sq Ft/ Units	Average Rate	Mid-Day Peak	Enter	Enter %	Exit	Exit %
934	Fast-Food Restaurant with Drive-Through Window	4.48	80	359	183	51%	176	49%
	Total			359	183		176	
ITE	Land Use	Sq Ft/	Average					
Code		Units	Rate	PM Peak	Enter	Enter %	Exit	Exit %
934	Fast-Food Restaurant with Drive-Through Window	4.48	65	291	148	51%	143	49%
	Total			291	148		143	

This report and analysis assumes that pass-by trips will utilize the Chick-fil-A restaurant. Pass-by trips are vehicles who are already on the roadway today and will choose to stop at the new development, utilize the development's service, and then continue on their way. An example of this type of trip would be someone who currently uses this route to go to work, stops at the restaurant on the way to or from work to pick up food, and then continues on their route. This analysis assumes a 50% pass-by rate for the Chick-fil-A restaurant. This is conservative in this area since the existing store is located at the next signal and an argument could be made that all the trips are already using the roadway and just need to be redirected to the site. Table 5 shows the reduced new trips generated by the development and the remaining trips are redirected from the existing traffic on Polaris Parkway.



Page | 7

	Chick-fil-	A Propose	d Developn	nent Trip Genera	ation Table	е		
ITE	Land Use	Sq Ft/	Average					
Code		Units	Rate	AM Peak	Enter	Enter %	Exit	Exit %
934	Fast-Food Restaurant with Drive-Through Window	4.48	51	132	69	52%	63	48%
	Total			132	69		63	
ITE Code	Land Use	Sq Ft/ Units	Average Rate					
				Mid-Day Peak	Enter	Enter %	Exit	Exit %
934	Fast-Food Restaurant with Drive-Through Window	4.48	80	179	91	51%	88	49%
	Total			179	91		88	
				· · · · · · · · · · · · · · · · · · ·				
ITE	Land Use	Sq Ft/	Average					
Code	Land Use	Units	Rate	PM Peak	Enter	Enter %	Exit	Exit %
934	Fast-Food Restaurant with Drive-Through Window	4.48	65	146	74	51%	72	49%
	Total			146	74		72	

Table 5 – New Trip Generation Table with Pass-by Trips

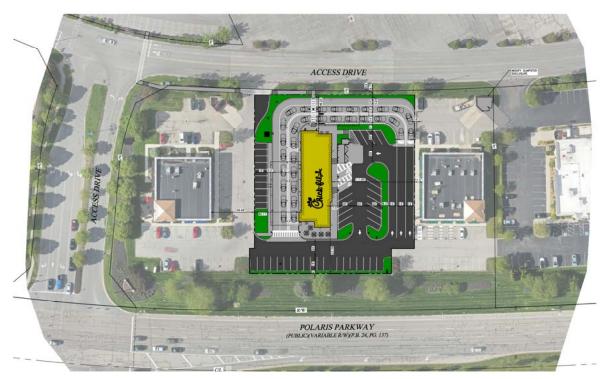


Figure 2. Site Map



Appendix C

**Traffic Data** 

Intersection of Highland Avenue at Drive A SHA ENGINEERING LLC - 24054

	-																
		Dri	ve A			N	/A			Highland	d Avenue			Highlan	d Avenue		Total (All
Start Time		East	bound			West	bound			North	bound			South	nbound		Approaches)
	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	
					MI	DDAY PE				MENT C					, v		
	2024 Counted Traffic Volumes/2025 No Build Traffic																
12:30 - 1:30 PM										246				176			
								New Trip	os								
12:30 - 1:30 PM	29		19						21	29					52		
								Pass-by 1	rips								
12:30 - 1:30 PM	15		15						15	-15				-15	15		
							1	2025 Build	Traffic								
12:30 - 1:30 PM	44	0	34		0	0	0		36	260	0		0	161	67		
					P			TURNING	-								
						2024 C	ounted Tra	ffic Volume	es/2025 No	Build Traf	fic						
3:30 - 4:30 PM										231				457			
								New Trip	os								
3:30 - 4:30 PM	22		14						16	22					39		
								Pass-by 1	rips								
3:30 - 4:30 PM	7		15						7	-7				-15	15		
							:	2025 Build									
3:30 - 4:30 PM	29	0	29		0	0	0		23	246	0		0	442	54		

Intersection of East McMillan Street at Drive B SHA ENGINEERING LLC - 24054

		East McMi	llan Street			East McN	lillan Street			Ν	I/A			Dri	ive A		Total (All
Start Time		Eastb	ound			West	bound			North	bound			Approaches			
	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	
					MI	DDAY PE	AK HOU	R TURNII	NG MOVE	EMENT C	OUNTS						
						2024 C	ounted Tra	ffic Volum	es/2025 No	Build Traf	fic						
12:30 - 1:30 PM		950															
								New Tri	os								
7:30 AM- 8:30 AM	31												48				
								Pass-by 1	<b>Frips</b>								
	71	-71											71				
								2025 Build	Traffic								
7:30 AM- 8:30 AM	102	879	0		0	0	0		0	0	0		119	0	0		
					P			TURNING									
						2024 C	ounted Tra	ffic Volum	es/2025 No	Build Traf	fic						
3:30 - 4:30 PM		1496															
								New Tri	os								
3:30 - 4:30 PM	24												36				
								Pass-by 1	<b>Frips</b>								
3:30 - 4:30 PM	53	-53											53				
								2025 Build	Traffic								
3:30 - 4:30 PM	77	1443	0		0	0	0		0	0	0		89	0	0		

Tue Oct 22, 2024

Full Length (6 AM-10 AM, 2 PM-7 PM) All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1239203, Location: 39.126778, -84.503402, Site Code: Highland Avenue at East McMillan

Leg		illan Street			Highland Av	/enue			Highland Av	/enue			
Direction	Eastbound				Northbound				Southbound		* *		
Time 2024 10 22 6 00	R	T	L 7	App 35		T	U	Арр	Т	L	U	App	
2024-10-22 6:00			14	35 61	10	3 20	0	10 30	2	3	0	5 8	50 99
6:15		42	8	92	6	61	0	30 67	12	7	0	8 19	178
6:45		76	18	92	14	41	0	55	8	10	0	19	176
0:45 Hourly T		223	47	293	37	125	0	162	27	23	0	50	505
Ū		106					0		9	23	0		
7:00		106	13 14	131 156	15 8	29 51	0	44 59	9	9	0	18 16	193 231
					27		0	59 62					
7:30		159	33 37	214 215	15	35 54		62	10	15 12	0	25	301
		159					0		31		0	43	327
Hourly T		555	97	716	65	169	0	234	57	45	0	102	1052
8:00		161	26	206	14	51	0	65	15	12	0	27	298
8:15		139	23	178	16	45	0	61	22	14	0	36	275
8:30			22	197	23	46	0	69	16	9	0	25	291
8:45		154	19	190	11	55	0	66	12	19	0	31	287
Hourly T		606	90	771	64	197	0	261	65	54	0	119	1151
9:00		147	19	187	12	39	0	51	20	18	0	38	276
9:15		115	23	152	11	36	0	47	27	12	0	39	238
9:30		141	28	185	18	20	0	38	17	9	0	26	249
9:45		136	19	178	10	24	0	34	17	14	0	31	243
Hourly T		539	89	702	51	119	0	170	81	53	0	134	1006
2:00		220	25	282	16	20	0	36	21	20	0	41	359
2:15		192	29	267	17	19	0	36	34	22	0	56	359
2:30		242	23	299	8	22	0	30	35	34	0	69	398
2:45		210	23	266	18	37	0	55	38	29	0	67	388
Hourly T		864	100	1114	59	98	0	157	128	105	0	233	1504
3:00		241	27	304	9	33	0	42	57	36	0	93	439
3:15		228	30	286	14	24	0	38	59	30	0	89	413
3:30		321	26	398	27	35	0	62	66	51	0	117	577
3:45		273	32	349	15	31	0	46	57	50	0	107	502
Hourly T		1063	115	1337	65	123	0	188	239	167	0	406	1931
4:00		335	31	403	17	22	0	39	62	56	0	118	560
4:15		279	31	346	26	23	0	49	56	59	0	115	510
4:30		287	25	344	30	25	0	55	73	56	0	129	528
4:45		310	23	368	18	24	0	42	62	52	0	114	524
Hourly T		1211	110	1461	91	94	0	185	253	223	0	476	2122
5:00		262	25	327	18	25	0	43	81	47	0	128	498
5:15		235	32	310		18	0	36	72	34	0	106	452
5:30			26	307	18	24	0	42	52	41	0	93	442
5:45			28	241	8	29	0	37	42	31	0	73	351
Hourly T		936	111	1185	62	96	0	158	247	153	0	400	1743
6:00		171	23	228	19	25	0	44	32	23	0	55	327
6:15		170	29	227	11	14	0	25	22	15	0	37	289
6:30		157	28	221	14	27	0	41	25	19	0	44	306
6:45		166	17	210	14	25	0	39	16	21	0	37	286
Hourly T		664	97	886		91	0	149	95	78	0	173	1208
Т	otal 948	6661	856	8465	552	1112	0	1664	1192	901	0	2093	12222
% Appro	ach 11.2%	78.7%	10.1%	-	33.2%	66.8%	0%	-	57.0%	43.0%	0%	-	
% T		54.5%	7.0%	69.3%	4.5%	9.1%	0%	13.6%	9.8%	7.4%	0%	17.1%	
Lights and Motorcy		6528	825	8236	546	1077	0	1623	1160	893	0	2053	11912
% Lights and Motorcy	eles 93.1%	98.0%	96.4%	97.3%	98.9%	96.9%	0%	97.5%	97.3%	99.1%	0%	98.1%	97.5%
Не	<b>avy</b> 65	133	31	229	6	35	0	41	32	8	0	40	310
% He	avy 6.9%	2.0%	3.6%	2.7%	1.1%	3.1%	0%	2.5%	2.7%	0.9%	0%	1.9%	2.5%

EXHIBIT J



Tue Oct 22, 2024 Full Length (6 AM-10 AM, 2 PM-7 PM) All Classes (Lights and Motorcycles, Heavy) All Movements

ID: 1239203, Location: 39.126778, -84.503402, Site Code: Highland Avenue at East McMillan

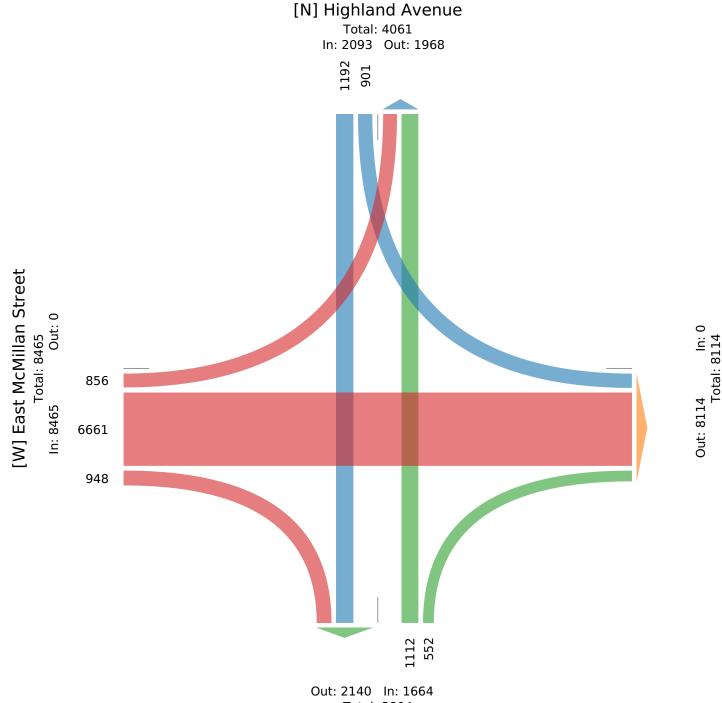


EXHIBIT J



Provided by: SHA Engineering 6221 Thornberry Court, Mason, OH, 45040, US

[E] East McMillan Street

#### Highland Avenue at East McMillan - TMC Tue Oct 22, 2024

EXHIBIT J

AM Peak (7:30 AM - 8:30 AM)

All Classes (Lights and Motorcycles, Heavy) All Movements

ID: 1239203, Location: 39.126778, -84.503402, Site Code: Highland Avenue at East McMillan

Leg	East McMil	lan Street			Highland Av	/enue			Highland Av	/enue			
Direction	Eastbound				Northbound				Southbound				
Time	R	Т	L	Арр	R	Т	U	Арр	Т	L	U	Арр	Int
2024-10-22 7:30AM	22	159	33	214	27	35	0	62	10	15	0	25	301
7:45AM	19	159	37	215	15	54	0	69	31	12	0	43	327
8:00AM	19	161	26	206	14	51	0	65	15	12	0	27	298
8:15AM	16	139	23	178	16	45	0	61	22	14	0	36	275
Total	76	618	119	813	72	185	0	257	78	53	0	131	1201
% Approach	9.3%	76.0%	14.6%	-	28.0%	72.0%	0%	-	59.5%	40.5%	0%	-	-
% Total	6.3%	51.5%	9.9%	67.7%	6.0%	15.4%	0%	21.4%	6.5%	4.4%	0%	10.9%	-
PHF	0.864	0.960	0.804	0.945	0.667	0.856	-	0.931	0.629	0.883	-	0.762	0.918
Lights and Motorcycles	61	599	113	773	71	176	0	247	75	51	0	126	1146
% Lights and Motorcycles	80.3%	96.9%	95.0%	95.1%	98.6%	95.1%	0%	96.1%	96.2%	96.2%	0%	96.2%	95.4%
Heavy	15	19	6	40	1	9	0	10	3	2	0	5	55
% Heavy	19.7%	3.1%	5.0%	4.9%	1.4%	4.9%	0%	3.9%	3.8%	3.8%	0%	3.8%	4.6%

\*L: Left, R: Right, T: Thru, U: U-Turn

Tue Oct 22, 2024 AM Peak (7:30 AM - 8:30 AM)

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1239203, Location: 39.126778, -84.503402, Site Code: Highland Avenue at East McMillan

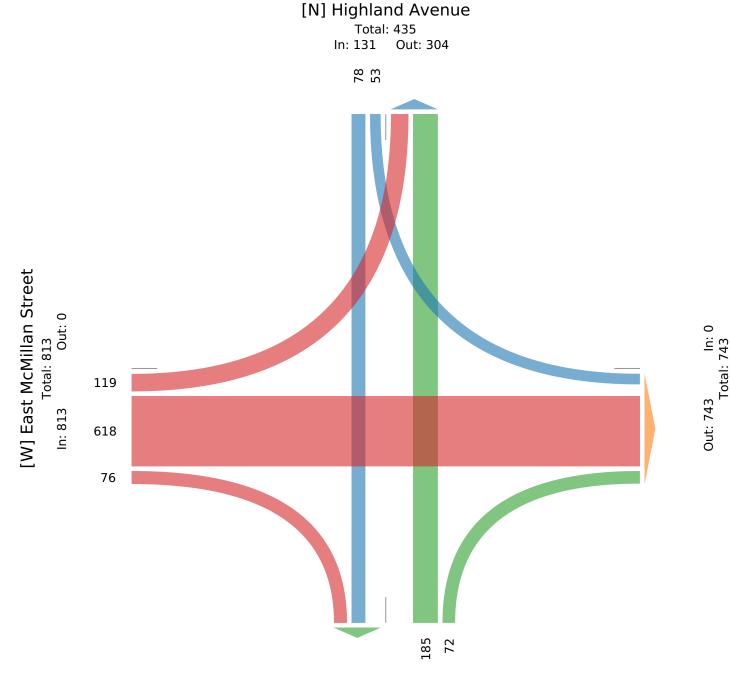


EXHIBIT J

Out: 154 In: 257 Total: 411 [S] Highland Avenue Provided by: SHA Engineering 6221 Thornberry Court, Mason, OH, 45040, US

[E] East McMillan Street

Tue Oct 22, 2024

PM Peak (3:30 PM - 4:30 PM) - Overall Peak Hour

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1239203, Location: 39.126778, -84.503402, Site Code: Highland Avenue at East McMillan

Leg	East McMil	lan Street			Highland A	venue			Highland Av	enue			
Direction	Eastbound				Northbound				Southbound				
Time	R	Т	L	Арр	R	Т	U	Арр	Т	L	U	Арр	Int
2024-10-22 3:30PM	51	321	26	398	27	35	0	62	66	51	0	117	577
3:45PM	44	273	32	349	15	31	0	46	57	50	0	107	502
4:00PM	37	335	31	403	17	22	0	39	62	56	0	118	560
4:15PM	36	279	31	346	26	23	0	49	56	59	0	115	510
Total	168	1208	120	1496	85	111	0	196	241	216	0	457	2149
% Approach	11.2%	80.7%	8.0%	-	43.4%	56.6%	0%	-	52.7%	47.3%	0%	-	-
% Total	7.8%	56.2%	5.6%	69.6%	4.0%	5.2%	0%	9.1%	11.2%	10.1%	0%	21.3%	-
PHF	0.824	0.901	0.938	0.928	0.787	0.793	-	0.790	0.913	0.915	-	0.968	0.931
Lights and Motorcycles	158	1188	118	1464	84	106	0	190	237	214	0	451	2105
% Lights and Motorcycles	94.0%	98.3%	98.3%	97.9%	98.8%	95.5%	0%	96.9%	98.3%	99.1%	0%	98.7%	98.0%
Heavy	10	20	2	32	1	5	0	6	4	2	0	6	44
% Heavy	6.0%	1.7%	1.7%	2.1%	1.2%	4.5%	0%	3.1%	1.7%	0.9%	0%	1.3%	2.0%

EXHIBIT J

<sup>\*</sup>L: Left, R: Right, T: Thru, U: U-Turn

Provided by: SHA Engineering 6221 Thornberry Court, Mason, OH, 45040, US

Tue Oct 22, 2024 PM Peak (3:30 PM - 4:30 PM) - Overall Peak Hour

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1239203, Location: 39.126778, -84.503402, Site Code: Highland Avenue at East McMillan

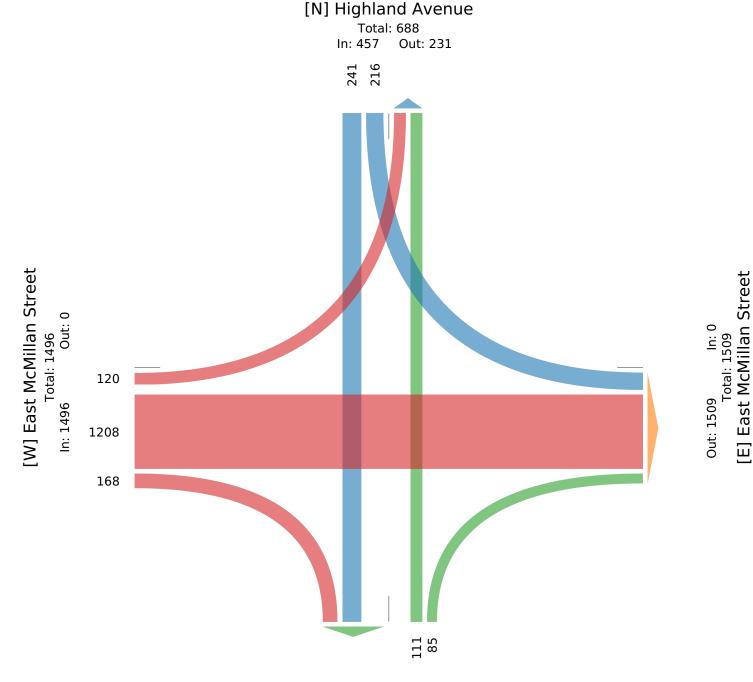


EXHIBIT J

Out: 409 In: 196 Total: 605 [S] Highland Avenue

Tue Oct 22, 2024 Full Length (10 AM-2 PM)

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1248004, Location: 39.126778, -84.503402, Site Code: Highland Avenue at East McMillan

Leg Direction	East McMil Eastbound	lan Street			Highland Av Northbound	venue			Highland Av Southbound	enue			
Time	R	Т	L	Арр	R	Т	U	Арр	Т	L	U	Арр	Int
2024-10-22 10:00AM	16	131	16	163	15	16	0	31	13	10	0	23	217
10:15AM	21	117	11	149	5	27	0	32	20	7	0	27	208
10:30AM	21	121	25	167	11	33	0	44	12	13	0	25	236
10:45AM	31	139	27	197	9	21	0	30	11	15	0	26	253
Hourly Total	89	508	79	676	40	97	0	137	56	45	0	101	914
11:00AM	29	156	20	205	16	20	0	36	18	20	0	38	279
11:15AM	29	144	21	194	13	22	0	35	15	23	0	38	267
11:30AM	30	176	22	228	13	14	0	27	16	16	0	32	287
11:45AM	27	149	27	203	11	29	0	40	15	19	0	34	277
Hourly Total	115	625	90	830	53	85	0	138	64	78	0	142	1110
12:00PM	33	167	32	232	17	29	0	46	23	25	0	48	326
12:15PM	47	181	16	244	11	23	0	34	21	16	0	37	315
12:30PM	38	169	39	246	17	23	0	40	19	25	0	44	330
12:45PM	39	175	33	247	16	33	0	49	19	18	0	37	333
Hourly Total	157	692	120	969	61	108	0	169	82	84	0	166	1304
1:00PM	27	162	24	213	11	31	0	42	28	18	0	46	301
1:15PM	23	192	29	244	16	34	0	50	20	29	0	49	343
1:30PM	28	181	24	233	15	31	0	46	20	23	0	43	322
1:45PM	31	174	24	229	13	16	0	29	15	17	0	32	290
Hourly Total	109	709	101	919	55	112	0	167	83	87	0	170	1256
Total	470	2534	390	3394	209	402	0	611	285	294	0	579	4584
% Approach	13.8%	74.7%	11.5%	-	34.2%	65.8%	0%	-	49.2%	50.8%	0%	-	-
% Total	10.3%	55.3%	8.5%	74.0%	4.6%	8.8%	0%	13.3%	6.2%	6.4%	0%	12.6%	-
Lights and Motorcycles	414	2466	369	3249	205	384	0	589	268	291	0	559	4397
% Lights and Motorcycles	88.1%	97.3%	94.6%	95.7%	98.1%	95.5%	0%	96.4%	94.0%	99.0%	0%	96.5%	95.9%
Heavy	56	68	21	145	4	18	0	22	17	3	0	20	187
% Heavy	11.9%	2.7%	5.4%	4.3%	1.9%	4.5%	0%	3.6%	6.0%	1.0%	0%	3.5%	4.1%

EXHIBIT J

<sup>\*</sup>L: Left, R: Right, T: Thru, U: U-Turn

Tue Oct 22, 2024 Full Length (10 AM-2 PM)

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1248004, Location: 39.126778, -84.503402, Site Code: Highland Avenue at East McMillan

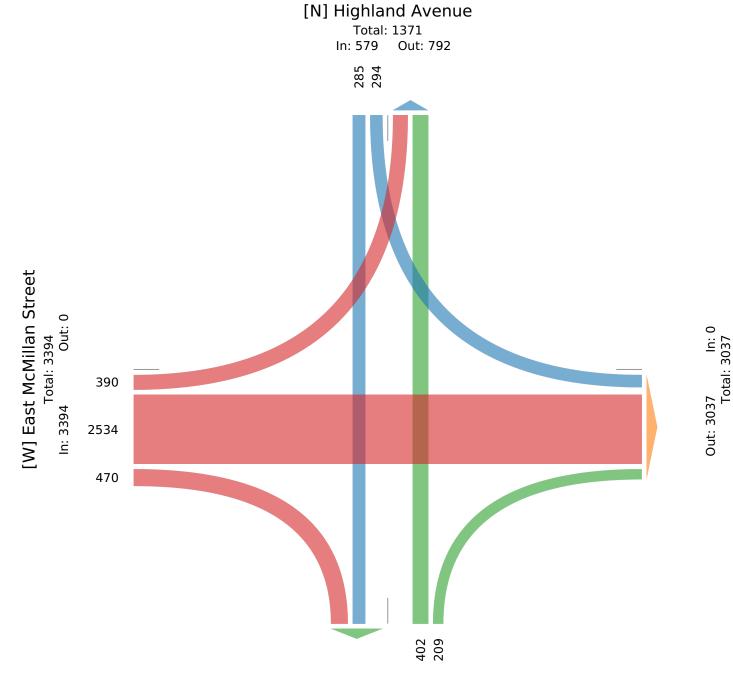


EXHIBIT J

Out: 755 In: 611 Total: 1366 [S] Highland Avenue [E] East McMillan Street

Tue Oct 22, 2024 AM Peak (10 AM - 11 AM)

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1248004, Location: 39.126778, -84.503402, Site Code: Highland Avenue at East McMillan

Leg	East McMil	lan Street			Highland Av	venue			Highland Av	enue			
Direction	Eastbound				Northbound				Southbound				
Time	R	Т	L	Арр	R	Т	U	Арр	Т	L	U	Арр	Int
2024-10-22 10:00AM	16	131	16	163	15	16	0	31	13	10	0	23	217
10:15AM	21	117	11	149	5	27	0	32	20	7	0	27	208
10:30AM	21	121	25	167	11	33	0	44	12	13	0	25	236
10:45AM	31	139	27	197	9	21	0	30	11	15	0	26	253
Total	89	508	79	676	40	97	0	137	56	45	0	101	914
% Approach	13.2%	75.1%	11.7%	-	29.2%	70.8%	0%	-	55.4%	44.6%	0%	-	-
% Total	9.7%	55.6%	8.6%	74.0%	4.4%	10.6%	0%	15.0%	6.1%	4.9%	0%	11.1%	-
PHF	0.718	0.914	0.731	0.858	0.667	0.735	-	0.778	0.700	0.750	-	0.935	0.903
Lights and Motorcycles	72	493	73	638	40	91	0	131	54	45	0	99	868
% Lights and Motorcycles	80.9%	97.0%	92.4%	94.4%	100%	93.8%	0%	95.6%	96.4%	100%	0%	98.0%	95.0%
Heavy	17	15	6	38	0	6	0	6	2	0	0	2	46
% Heavy	19.1%	3.0%	7.6%	5.6%	0%	6.2%	0%	4.4%	3.6%	0%	0%	2.0%	5.0%

EXHIBIT J

<sup>\*</sup>L: Left, R: Right, T: Thru, U: U-Turn

Tue Oct 22, 2024 AM Peak (10 AM - 11 AM)

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1248004, Location: 39.126778, -84.503402, Site Code: Highland Avenue at East McMillan

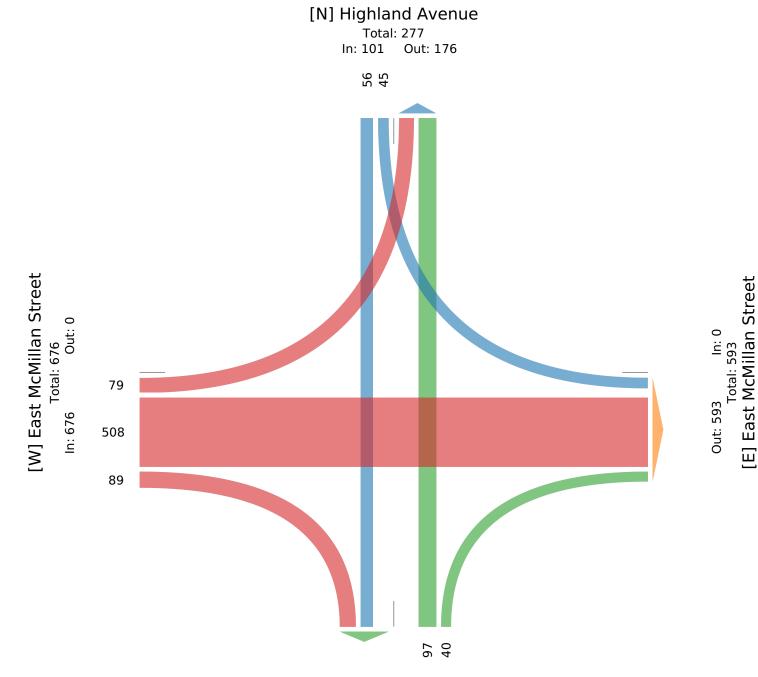


EXHIBIT J

Out: 145 In: 137 Total: 282 [S] Highland Avenue Provided by: SHA Engineering 6221 Thornberry Court, Mason, OH, 45040, US

Tue Oct 22, 2024

Midday Peak (12:30 PM - 1:30 PM) - Overall Peak Hour

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1248004, Location: 39.126778, -84.503402, Site Code: Highland Avenue at East McMillan

Leg	East McMil	lan Street			Highland A	venue			Highland Av				
Direction	Eastbound				Northbound				Southbound				
Time	R	Т	L	Арр	R	Т	U	Арр	Т	L	U	Арр	Int
2024-10-22 12:30PM	38	169	39	246	17	23	0	40	19	25	0	44	330
12:45PM	39	175	33	247	16	33	0	49	19	18	0	37	333
1:00PM	27	162	24	213	11	31	0	42	28	18	0	46	301
1:15PM	23	192	29	244	16	34	0	50	20	29	0	49	343
Total	127	698	125	950	60	121	0	181	86	90	0	176	1307
% Approach	13.4%	73.5%	13.2%	-	33.1%	66.9%	0%	-	48.9%	51.1%	0%	-	-
% Total	9.7%	53.4%	9.6%	72.7%	4.6%	9.3%	0%	13.8%	6.6%	6.9%	0%	13.5%	-
PHF	0.814	0.909	0.801	0.962	0.882	0.890	-	0.905	0.768	0.776	-	0.898	0.953
Lights and Motorcycles	115	681	120	916	58	117	0	175	81	89	0	170	1261
% Lights and Motorcycles	90.6%	97.6%	96.0%	96.4%	96.7%	96.7%	0%	96.7%	94.2%	98.9%	0%	96.6%	96.5%
Heavy	12	17	5	34	2	4	0	6	5	1	0	6	46
% Heavy	9.4%	2.4%	4.0%	3.6%	3.3%	3.3%	0%	3.3%	5.8%	1.1%	0%	3.4%	3.5%

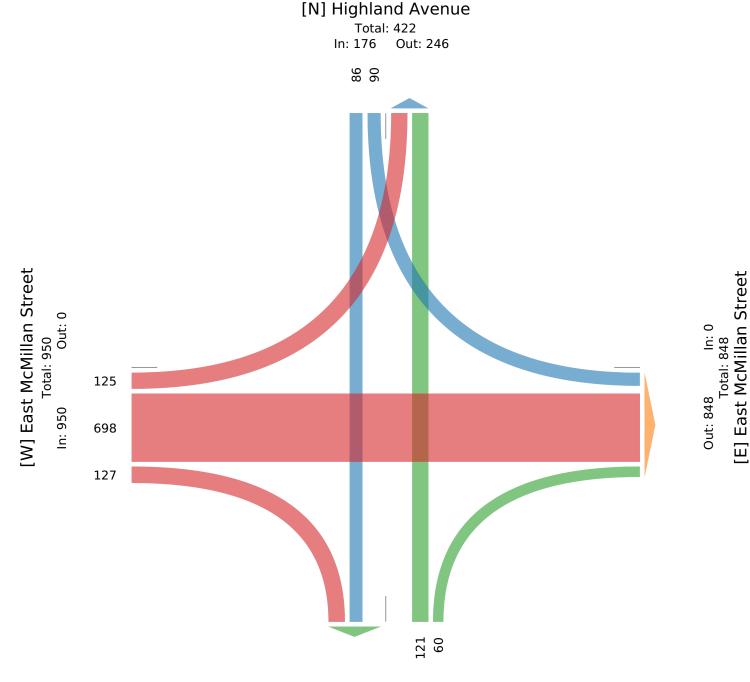
EXHIBIT J

\*L: Left, R: Right, T: Thru, U: U-Turn



EXHIBIT J Tue Oct 22, 2024 Midday Peak (12:30 PM - 1:30 PM) - Overall Peak Hour All Classes (Lights and Motorcycles, Heavy) All Movements

ID: 1248004, Location: 39.126778, -84.503402, Site Code: Highland Avenue at East McMillan



Out: 213 ln: 181 Total: 394 [S] Highland Avenue Provided by: SHA Engineering 6221 Thornberry Court, Mason, OH, 45040, US

389

Tue Oct 22, 2024 PM Peak (1 PM - 2 PM)

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1248004, Location: 39.126778, -84.503402, Site Code: Highland Avenue at East McMillan

Leg	East McMil	lan Street			Highland A	venue			Highland Av	enue			
Direction	Eastbound				Northbound				Southbound				
Time	R	Т	L	Арр	R	Т	U	Арр	Т	L	U	Арр	Int
2024-10-22 1:00PM	27	162	24	213	11	31	0	42	28	18	0	46	301
1:15PM	23	192	29	244	16	34	0	50	20	29	0	49	343
1:30PM	28	181	24	233	15	31	0	46	20	23	0	43	322
1:45PM	31	174	24	229	13	16	0	29	15	17	0	32	290
Total	109	709	101	919	55	112	0	167	83	87	0	170	1256
% Approach	11.9%	77.1%	11.0%	-	32.9%	67.1%	0%	-	48.8%	51.2%	0%	-	-
% Total	8.7%	56.4%	8.0%	73.2%	4.4%	8.9%	0%	13.3%	6.6%	6.9%	0%	13.5%	-
PHF	0.879	0.923	0.871	0.942	0.859	0.824	-	0.835	0.741	0.750	-	0.867	0.915
Lights and Motorcycles	96	688	97	881	53	108	0	161	79	86	0	165	1207
% Lights and Motorcycles	88.1%	97.0%	96.0%	95.9%	96.4%	96.4%	0%	96.4%	95.2%	98.9%	0%	97.1%	96.1%
Heavy	13	21	4	38	2	4	0	6	4	1	0	5	49
% Heavy	11.9%	3.0%	4.0%	4.1%	3.6%	3.6%	0%	3.6%	4.8%	1.1%	0%	2 <b>.9%</b>	3.9%

EXHIBIT J

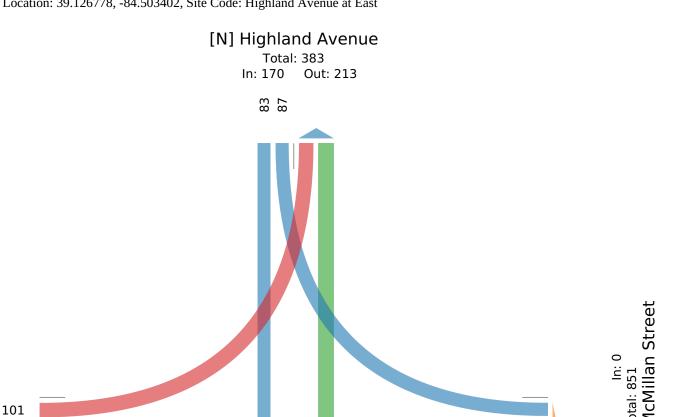
<sup>\*</sup>L: Left, R: Right, T: Thru, U: U-Turn

Tue Oct 22, 2024 PM Peak (1 PM - 2 PM)

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 1248004, Location: 39.126778, -84.503402, Site Code: Highland Avenue at East McMillan



[W] East McMillan Street Out: 0 Total: 919 In: 919

709

109

[E] East McMillan Street .1 ln: 0 Total: 851 Out: 851

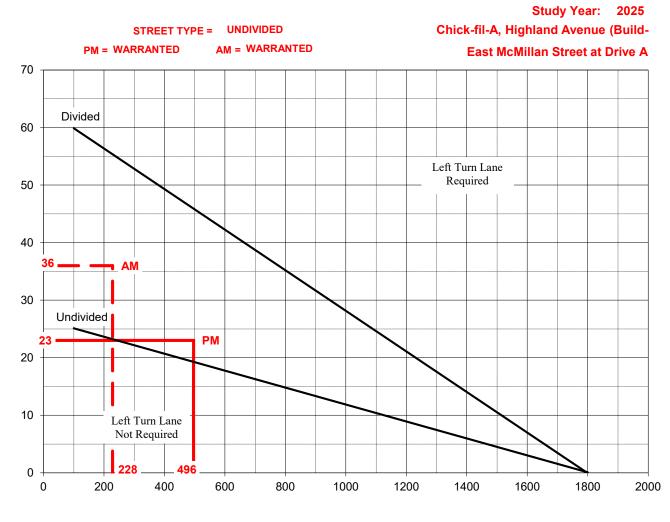
Out: 192 ln: 167 Total: 359 [S] Highland Avenue

112 55



Appendix D

**Turn Lane Warrants** 



### 4-Lane Highway Left Turn Lane Warrant



Ohio Department of Transportation State Highway Access Management Manual **Opposing Traffic (dhv)** 

Issued December 2001 Version 3-12-03 Page 41



# Highland Avenue at Drive A

REQ	Intersection	Advancing Traffic Volume	Right Turning Traffic	Result
1	Southbound RT - 2025 AM Build	228	67	NO
2	Southbound RT - 2025 PM Build	446	54	NO
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Appendix E

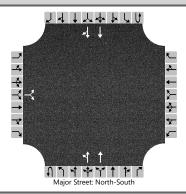
**Capacity Analysis** 

# 

## HCS Two-Way Stop-Control Report

FXHIRIT	1103 1000 000	Step control Report	
General Information		Site Information	
Analyst	A	Intersection	Highland Avenue at Drive A
Agency/Co.	SHA Engineering	Jurisdiction	Cincinnati
Date Performed	11/18/2024	East/West Street	Drive A
Analysis Year	2025	North/South Street	Highland Avenue
Time Analyzed	Midday Peak - Build	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Chick-fil-A, Highland Avenue		

#### Lanes



### Vehicle Volumes and Adjustments

venicie volumes and Auj	ustine	1115															
Approach		Eastb	ound			West	oound		Northbound				Southbound				
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R	
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6	
Number of Lanes		0	1	0		0	0	0	0	0	2	0	0	0	2	0	
Configuration			LR							LT	Т				Т	TR	
Volume (veh/h)		44		34						36	260				161	67	
Percent Heavy Vehicles (%)		3		3						3							
Proportion Time Blocked																	
Percent Grade (%)	0													°			
Right Turn Channelized																	
Median Type   Storage				Undi	vided												
Critical and Follow-up H	eadwa	ys															
Base Critical Headway (sec)		7.5		6.9						4.1							
Critical Headway (sec)		6.86		6.96						4.16							
Base Follow-Up Headway (sec)		3.5		3.3						2.2							
Follow-Up Headway (sec)		3.53		3.33						2.23							
Delay, Queue Length, and	d Leve	l of Se	ervice														
Flow Rate, v (veh/h)			85							39							
Capacity, c (veh/h)			648							1308							
v/c Ratio			0.13							0.03							
95% Queue Length, Q <sub>95</sub> (veh)			0.4							0.1							
Control Delay (s/veh)			11.4							7.8	0.2						
Level of Service (LOS)			В							A	A						
Approach Delay (s/veh)		11	1.4						1.1								
Approach LOS			В						A								

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HCS TM TWSC Version 2023 1-3-AM-Build-2025-Highland-Drive-A.xtw

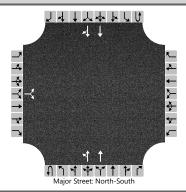
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# 

# HCS Two-Way Stop-Control Report

EXHIRIT 1											
General Information		Site Information									
Analyst	AL	Intersection	Highland Avenue at Drive A								
Agency/Co.	SHA Engineering	Jurisdiction	Cincinnati								
Date Performed	11/18/2024	East/West Street	Drive A								
Analysis Year	2025	North/South Street	Highland Avenue								
Time Analyzed	PM Peak - Build	Peak Hour Factor	0.92								
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25								
Project Description	ion Chick-fil-A, Highland Avenue										

#### Lanes



### Vehicle Volumes and Adjustments

venicle volumes and Adj	ustine	1115															
Approach		Eastb	ound			West	bound			North	bound			South	bound		
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R	
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6	
Number of Lanes		0	1	0		0	0	0	0	0	2	0	0	0	2	0	
Configuration			LR							LT	Т				Т	TR	
Volume (veh/h)		29		29						23	246				442	54	
Percent Heavy Vehicles (%)		3		3						3							
Proportion Time Blocked																	
Percent Grade (%)		(	0														
Right Turn Channelized																	
Median Type   Storage				Undi	vided												
Critical and Follow-up He	eadwa	ys															
Base Critical Headway (sec)		7.5		6.9						4.1							
Critical Headway (sec)		6.86		6.96						4.16							
Base Follow-Up Headway (sec)		3.5		3.3						2.2							
Follow-Up Headway (sec)		3.53		3.33						2.23							
Delay, Queue Length, and	d Leve	l of Se	ervice														
Flow Rate, v (veh/h)			63							25							
Capacity, c (veh/h)			486							1018							
v/c Ratio			0.13							0.02							
95% Queue Length, Q <sub>95</sub> (veh)			0.4							0.1							
Control Delay (s/veh)			13.5							8.6	0.2						
Level of Service (LOS)			В							A	A						
Approach Delay (s/veh)		13	3.5							0	.9						
Approach LOS			В								Ą						

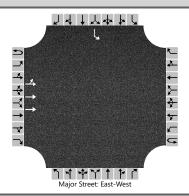
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HCSTM TWSC Version 2023 1-7-PM-Build-2025-Highland-Drive-A.xtw

Generated: 11/21/2024 9:51:11 AM

EXHIBIT J			
General Information		Site Information	
Analyst	AL	Intersection	E. McMillan Street at Drive B
Agency/Co.	SHA Engineering	Jurisdiction	Cincinnati
Date Performed	11/18/2024	East/West Street	East McMillan Street
Analysis Year	2025	North/South Street	Drive B
Time Analyzed	Midday Peak - Build	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	Chick-fil-A, Highland Avenue		

#### Lanes



### Vehicle Volumes and Adjustments

Approach		Eastb	ound			West	oound			North	bound		Southbound					
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R		
Priority	10	1	2	3	4U	4	5	6		7	8	9		10	11	12		
Number of Lanes	0	0	3	0	0	0	0	0		0	0	0		1	0	0		
Configuration		LT	Т											L				
Volume (veh/h)		102	879											119				
Percent Heavy Vehicles (%)		3												3				
Proportion Time Blocked																		
Percent Grade (%)														(	)			
Right Turn Channelized																		
Median Type   Storage				Undi	vided													
Critical and Follow-up H	eadwa	ys																
Base Critical Headway (sec)		5.3												6.4				
Critical Headway (sec)		5.36												5.76				
Base Follow-Up Headway (sec)		3.1												3.8				
Follow-Up Headway (sec)		3.13												3.83				
Delay, Queue Length, and	d Leve	l of Se	ervice															
Flow Rate, v (veh/h)		111												129				
Capacity, c (veh/h)		1150												428				
v/c Ratio		0.10												0.30				
95% Queue Length, Q <sub>95</sub> (veh)		0.3												1.3				
Control Delay (s/veh)		8.5	0.7											17.0				
Level of Service (LOS)		A	А											С				
Approach Delay (s/veh)		1	.5											17.0				
Approach LOS			4											(	С			

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HCS TM TWSC Version 2023 3-3-AM-Build-2025-McMillan-Drive-B.xtw

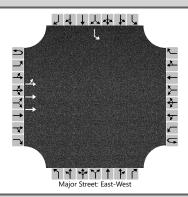
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# EXHIBIT J

# HCS Two-Way Stop-Control Report

EXHIDIT											
General Information		Site Information									
Analyst	JA	Intersection	E. McMillan Street at Drive B								
Agency/Co.	SHA Engineering	Jurisdiction	Cincinnati								
Date Performed	11/18/2024	East/West Street	East McMillan Street								
Analysis Year	2025	North/South Street	Drive B								
Time Analyzed	PM Peak - Build	Peak Hour Factor	0.92								
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25								
Project Description	Chick-fil-A, Highland Avenue										

#### Lanes



### Vehicle Volumes and Adjustments

venicle volumes and Adj	ustine	iits																
Approach		Eastbound Westbound So						South	bound									
Movement	U	L	Т	R	U	L	Т	R	U	L	Т	R	U	L	Т	R		
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12		
Number of Lanes	0	0	3	0	0	0	0	0		0	0	0		1	0	0		
Configuration		LT	Т											L				
Volume (veh/h)		77	1443											89				
Percent Heavy Vehicles (%)		3												3				
Proportion Time Blocked																		
Percent Grade (%)														(	0			
Right Turn Channelized																		
Median Type   Storage				Undi	vided													
Critical and Follow-up H	eadwa	ys																
Base Critical Headway (sec)		5.3												6.4				
Critical Headway (sec)		5.36												5.76				
Base Follow-Up Headway (sec)		3.1												3.8				
Follow-Up Headway (sec)		3.13												3.83				
Delay, Queue Length, an	d Leve	l of Se	ervice															
Flow Rate, v (veh/h)		84												97				
Capacity, c (veh/h)		1150												351				
v/c Ratio		0.07												0.28				
95% Queue Length, Q <sub>95</sub> (veh)		0.2												1.1				
Control Delay (s/veh)		8.4	0.7											19.1				
Level of Service (LOS)	Ì	A	A											С				
Approach Delay (s/veh)		1	.1											19	9.1			
Approach LOS		,	4											(	С			

EXHIBIT J

# HCS Signalized Intersection Results Summary

EXHIE	BIT J		Siyi	lalize	ume	ersect		esu	115	Sum	mary						
General Inforn	nation								Inte	ersect	ion Infe	ormatio	on	Z	4244	be la	
Agency		SHA Engineering								ration,		0.250			τĻ		
Analyst		JA		Analys	sis Date	e 11/16/	2024	_		ea Type		Other		 		10 A	
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## HCS Signalized Intersection Results Summary

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February 21, 2025



Mr. Jamal A. Adhami, PE, PTOE SHA Engineering LLC 6221 Thornberry Court Mason, OH 45040

Dear Mr. Adami:

The Department of Transportation and Engineering (DOTE) has completed the review of the Traffic Analysis Report for Proposed Chick-Fil-A Highland Ave, Cincinnati, Ohio (TIS) updated on February 20, 2025.

DOTE approves the findings and recommendations of the TIS as stated in the report.

Any DOTE comments or requirements during the plan review or permitting process will supersede the approval of the TIS.

Should you have any questions or concerns, please contact Bryan Williams at <u>bryan.williams@cincinnati-oh.gov</u> or 352-3462.

Sincerely,

Bryan Williams, P.E. Division Manager

oh.gov>

#### Subject: [External Email] CFA Updated plans

**External Email Communication** 

#### Stacey, Emily

I hope you are both hunkered down today 🙂 In advance of our call tomorrow morning, I wanted to update you on the progress on the past few months as well as send the updated plans (attached).

CFA studied the redesign as requested from our meeting to move the building to the corner and have the drivethrough adjacent to the building (not around it). This did not work for a couple of reasons. Moving it to the north of the building along Highland would eliminate the entrance off of Highland avenue because the drive through would be extending all the way to the location of the (former) entrance on Highland. Cars would not be able to enter the active drive through there. That drive on Highland is essential for the traffic flow of the site, but more importantly to us, is necessary for access to the apartment building loading dock/trash compactor. We intend to keep an easement over the drive from Highland for that purpose. Locating the drive adjacent to the building to the west did not work because of the west property line as well as the large retaining wall that goes through the site. This is easier to show in street view which we can do tomorrow.

We also learned from CFA that their business has changed dramatically since covid and that they are closing locations that they opened just a few years ago because of design flow on the site/site size cannot accommodate the amount of traffic they drive. Regarding traffic, they did the study per DOTE's request (attached) which I believe recommends a dedicated left turn on Highland going north. DOTE is not concerned with traffic here which is good.

They were able to make changes that can accomplish the goal of bringing a presence to the street in a few ways:

- 1. Increased the landscape buffer. On McMillan, there is a 5' sidewalk, 5' tree lawn (per DOTE requirements) and then a planted landscape buffer. On Highland, there is a 7' sidewalk and then a landscape buffer. The landscaping is shown on the landscape plan.
- 2. Privacy screening, masonry walls and fencing on McMillan. On McMillan where the order point is, they are proposing adding a privacy screening canopy built of brick with aluminum storefront infill panels. This is shown on the elevations as "order point elevation" and "perspective view" and it is also outlined in light-grey dashed line on the site plan. It is a substantial structure designed to bring the building to the street while screening the cars.
- 3. Walls/fencing on Highland behind the landscape buffer there will be a masonry wall with a 3.5' fence on top. You can see the outline of this on the siteplan and landscape plan and a sample of what it will look like coming off of the privacy screen on "order point elevation" and "perspective view"

Since the site is 1.5 acres we are hoping to pursue a Planned Development here. I'm looking forward to reviewing this with you tomorrow but if any questions come up in the meantime, please let me know.

Stay warm! Patrice

Patrice Eby Burke <image001.png> Vice President



Project: Chick Fil A - 198 E McMillan Street Community Engagement

Presented to:

Mt Auburn Community Development Corporation – July, 2024 Mt Auburn Community Council - August 19, 2024 Mt Auburn Community Council - October 21, 2024 (minutes attached) Corryville Community Development Corporation – November, 2024 University of Cincinnati & Port of Greater Cincinnati – September, 2024 Mt Auburn Community Council Board Site Visit – February 7, 2025

Future Meetings:

Mt Auburn Community Council – February 18, 2025

# EXHIBIT N

### Gibbs, Kyle

From: Sent: To: Subject:	John Wulsin <johnw@plattedesign.com> Tuesday, March 18, 2025 11:34 AM Gibbs, Kyle [External Email] Proposed Zone Change to Planned Development (PD) at William Howard Taft, Highland, and McMillian in Mt. Auburn</johnw@plattedesign.com>
Follow Up Flag:	Follow up
Flag Status:	Flagged

You don't often get email from johnw@plattedesign.com. Learn why this is important

External Email Communication

I'm writing in regards to the proposed zone change at the corner of McMillan and Highland to build a two-lane drive-thru Chick-fil-A.

The proposed **single-story**, **double-laned drive-thru is inappropriate for this location because it further entrenches this location as a car-first and car-only destination**. If built as proposed, the line of idling cars will send a loud, dirty signal to would-be pedestrians that *this is not a place to be walking*, this is a place only for cars.

Our zoning rules should be leveraged to **create a better build environment**, or at the very least do no harm and *do not make things worse*. This proposed two-lane drive thru would commit a high-profile corner lot to being a carcentric design for the next generation (or more).

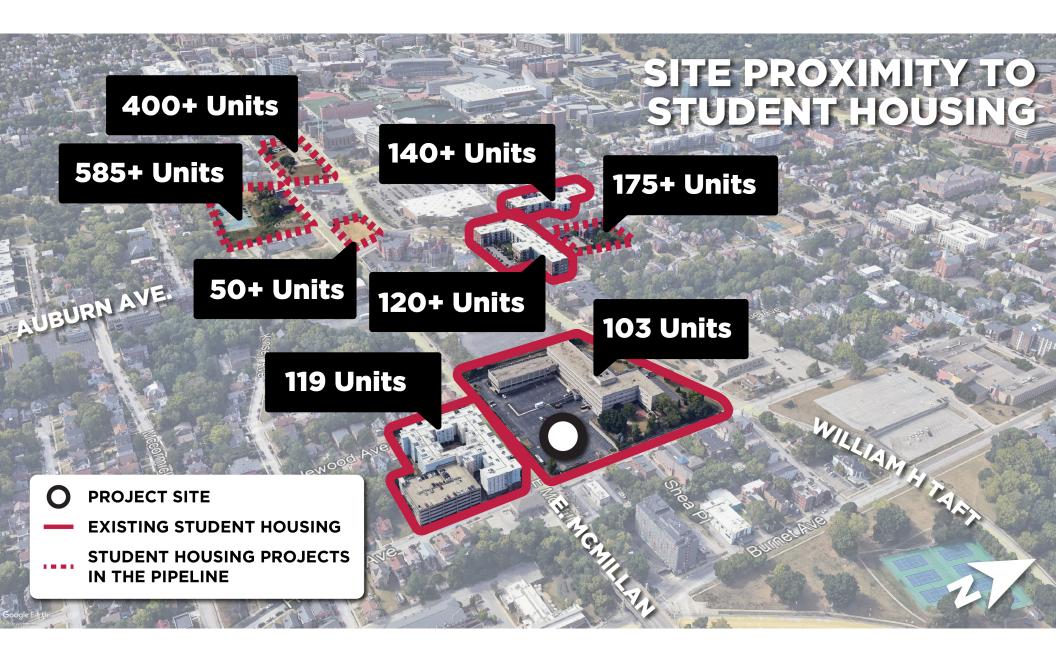
The Planning Commission should be supporting projects that facilitate walking and cycling as viable alternatives to driving. Connecting Mt Auburn to Corryville and the broader UC campus is a vital, long-term project and any infill development along McMillan presents a once-in-a-generation opportunity to right the wrongs of past, carcentric development patterns.

There is housing already on the NW part of this parcel, and this proposed lot split indicates that the owners don't need all that surface parking for the existing housing. The current surface parking lot on the SE corner is not a good use of that land, so I'm fully in support of infill development that is a higher and better use. Personally, I would not mind a Chick-fil-A at this location **if it were part of a larger, mixed-use building at the corner**. As a point of comparison, when Uptown Rents developed the mixed-used building at 2899 Short Vine, they cleverly designed a Fifth Third bank that faces the corner and still has 3 drive-thru lanes. That project has apartments above and demonstrates that a thoughtful design can incorporate a drive-thru while still appropriately facing the street. I would encourage the Commission to deny this proposal and challenge the owners to develop a new plan that better addresses the street and creates an attractive, safe streetscape.

Related to this site, I would encourage the Planning Commission to proactively work with DOTE to plan for a healthy, walkable neighborhood. We need to prioritize traffic calming to improve the pedestrian experience along McMillan and Taft: two-way traffic, narrower lanes, street trees and curb bumpouts. When we make it safer and more attractive for pedestrians and cyclists, we create a future that will be more sustainable and support higher density, walkable developments.

Thank you for your consideration, -John

EXHIBIT O



Date: January 24, 2024

Description: Rezone to PD 6.6399 Acres

Location: City of Cincinnati, Hamilton County, Ohio



Situated in Section 14, Town 3, Fractional Range 2 Between the Miamis, The City of Cincinnati, Hamilton County, Ohio and being 6.6399 acres to be re-zoned to Planned Development (PD) further described as follows:

Begin at the intersection of the centerline of East McMillan Street and Highland Avenue, said intersection being the True Point of Beginning;

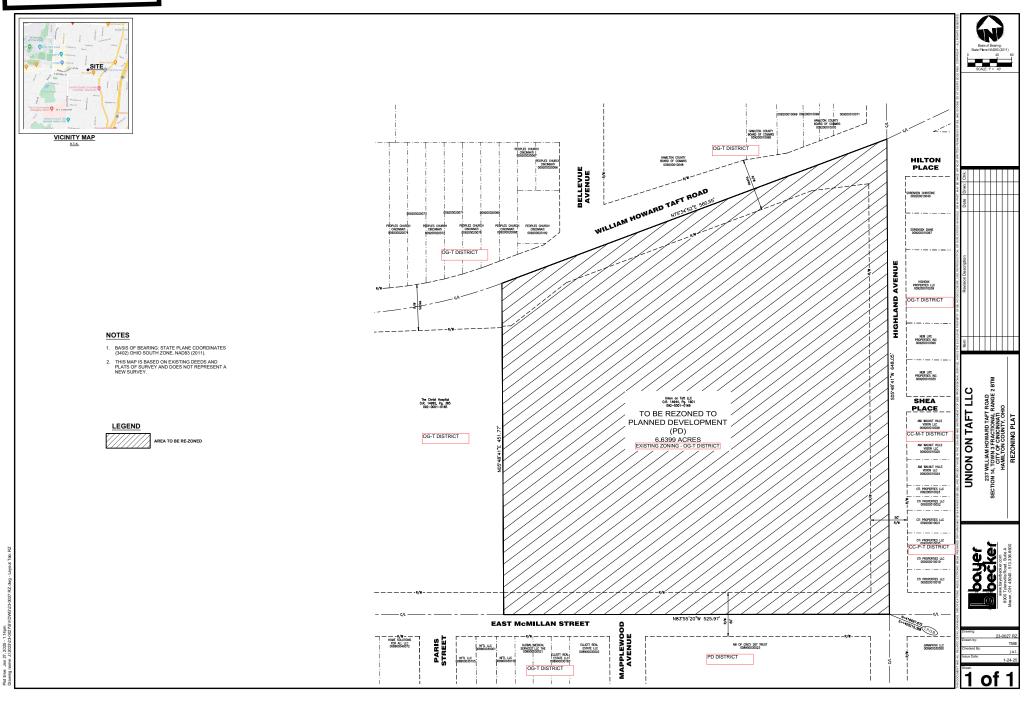
- thence, departing said Highland Avenue and with said East McMillan Street, North 83° 55' 20" West, 525.97 feet;
- thence, departing said East McMillian Street, North 05° 48' 41" East, 451.77 feet to the centerline of William Howard Taft Road;
- thence, with said William Howard Taft Road, North 75° 34' 52" East, 560.55 feet to the intersection of the centerline of said William Howard Taft and Highland Avenue;
- thence, departing said William Howard Taft Road and with said Highland Avenue South 05° 48' 41" West, 648.05 feet to the True Point of Beginning containing 6.6399 acres.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

The above description is a complete, proper and legal description of the property by deeds and plats of record.

Jeffrey O. Lambert Registered Surveyor #7568 in the State of Ohio

# EXHIBIT Q





March 31, 2025

City of Cincinnati Planning Commission

#### Dear Commissioners,

Thank you for your consideration of the approval of the Planned Development at McMillan & Highland Avenues consisting of a residential housing development and a proposed Chick Fil A drive through. The report from the Department of City Planning outlines the specifics of the request and the report from McBride Dale Clarion explains why a PD is appropriate in this location. As a developer and manager of thousands of apartments as well as commercial space since the mid-1980s we are the most experienced residential operator in this market, and we are confident that a Chick Fil A drive through is a superior use at this site. We offer the additional information for consideration:

#### Land Use and Context

The site has been a surface parking lot since the 1960s, and there is ample parking for the residential building, Union on Taft. As such, we considered alternative uses to surface parking, including housing, which is our expertise, and we do not think this is an optimal site for more apartments. The market has demonstrated that this is not a successful spot for housing, as the existing development across the street has struggled to maintain occupancy since it was built fifteen years ago. There are many developments closer to campus currently under construction or ready to begin construction that will provide the necessary supply for the next several years. These sites are superior for housing because of their location more proximate to campus and in already established housing zones. Union on Taft, although a part of this site, is also a superior location because of how it is sited on William H Taft at a higher elevation and away from the intersection of E McMillan & Highland. Other uses that would have street retail are also not desired, as the demand for small retail cannot support smaller shops in this location. Last, the site is directly across the street from a Taco Bell drive-through, a convenient store and several blocks from a major interstate highway. It is located in the second largest employment center in the City which also serves thousands of visitors every day at the University and the hospitals. The need for another fast-serve restaurant option along a major automobile thoroughfare became clear, with Chick Fil A as the optimal operator.

#### Operator and Job Creation

Chick Fil A is known to be an operator with outstanding service and a focus on giving back to the community. They anticipate hiring 80 - 100 associates at this location in addition to management. Chick Fil A is known to be an attractive employer because of their pay and benefits, including tuition reimbursement. They are focused on giving back to the community and donate thousands of dollars every year per restaurant to local charities. They keep their



facilities clean inside and out, continue to innovate, and strive for excellence in their products and service.

### **Community Engagement**

The letter enclosed from the Mt Auburn Community Council details the engagement and outreach that we have conducted over the past six months. The MACC questions center around traffic, and the concern that a Chick Fil A could increase congestion. In fact Chick Fil A studied moving the building to the corner as suggested by Planning, and the resulting design would eliminate an entrance/exit and be detrimental to operations, namely by prolonging order times which could potentially cause congestion and only exacerbate a concern of the community. It is clear that the community is not concerned that the building is not at the corner or that there is a drive through use. DOTE concurs with the traffic study which concludes that traffic can be handled onsite and the development would not require modifications to the right-of-way.

#### Incentives

The proposed Planned Development consists of over \$30MM of improvements done privately and completely without economic incentive. Union on Taft was an underutilized office building that was almost entirely vacant after being on the market for lease for over a year. Undertaking an adaptive reuse of the structure was a risk undertaken by private investment, stabilizing a building that, given the low demand for office space, could have otherwise fallen into disrepair. This adaptive reuse, which included converting a level of structured parking to apartments, adding windows on an entire wing, created 103 residential units and housing for almost 300 people. Chick Fil A similarly will be investing privately and without economic incentive.

Uptown Rental Properties owns thousands of apartments and commercial space in the immediately adjacent area, and we would not be in favor of a use that is detrimental to the neighborhoods where our residents live, where our office is located and where we continue to invest. We respectfully urge you to approve the Planned Development as presented and designed.

Sincerely,

Patrice Burke Vice President, Real Estate Development



# 198 E. McMillan Street & 237 William H Taft Road Proposed PD District Program Statement Addendum/Supplemental Information (4-1-2025)

Please consider the following additional information in support of the proposed PD District and Concept Plan for the Chick-fil-A at 198 E. McMillan Street and Union on Taft at 237 William H Taft Road. This information is being provided following discussion with the City Planning staff to provide an expanded explanation and support information for this project for consideration by City Planning Commission and City Council. We believe the following information responds to the decision criteria contained in the Cincinnati Zoning Code Section 1429.01 to Section 1429.11. (Specific responses are provided on pages 8 through 10 of this Addendum.)

Union Taft LLC is the owner of approximately 5.5 acres at the northwest corner of E. McMillan Street and Highland Avenue. The property currently contains a parking lot at 198 E. McMillan Street with approximately 145 parking spaces on 1.47 acres and Union on Taft at 237 William H Taft Road, a four story, 103-unit multifamily apartment building managed by Uptown Rental Properties on approximately 4 acres. The property is currently zoned OG-T Office General Transportation Corridor District.

We believe a Planned Development PD District is the appropriate zoning designation for the property for several reasons:

- 1. <u>Streamlined Decision Process.</u> Presenting an overall plan for the existing apartments and the new quick serve restaurant allows a straightforward and coordinated decision by Planning Commission and City Council. The current OG-T District zoning does not allow the proposed restaurant use, so a zone change is required. A PD District is appropriate because a zone change to a "conventional" zoning district would require applications for Hearing Examiner relief for a combination of conditional use, special exception and zoning variances after the zone change. While the PD District process has multiple steps, in this specific case it provides opportunities for better predictability for all parties the developer, the city decision makers, city staff, and the neighborhood. The alternative of a zone change followed by a Hearing Examiner process results in piecemeal decision making and unpredictable outcomes. We believe that all parties, particularly decision makers, benefit from being presented with the full scope and scale of the project, instead of one body determining a zone change and another body acting on site adjustments and zoning relief. The PD District provides this benefit.
- 2. <u>Unify and Integrate Sites and Uses.</u> This project involves an existing residential development the Union on Taft apartments and the Chick-fil-A quick serve restaurant use. There are several site design elements that need to be integrated and coordinated between the two uses.
  - a. The owner intends to subdivide the property into two lots a 4 acre lot for the Union on Taft apartments and a 1.47 acre lot for the Chick-fil-A. Both lots will be owned by Union Taft LLC, but the 1.47 acre lot will have a ground lease to Chick-fil-A. Using the PD District allows the owner and the City to ensure both sites are coordinated now and in the future.

- b. There will be shared access between the two uses. The existing driveway on Highland Avenue currently provides access to the loading and trash compactor area for Union on Taft. This same driveway provides access to the existing parking lot. The PD Concept Plan has been designed so that the refuse collection/dumpster area for Chick-fil-A will be in the same area as the existing service areas for Union on Taft. This allows joint use of the existing driveway on Highland Avenue. A cross access easement will be provided to ensure access by both uses.
- c. A coordinated sign plan and wayfinding is proposed. A ground sign is proposed at the intersection of William H Taft Road and Highland Avenue. This sign will have a panel for the existing Union on Taft apartments and the proposed Chickfil-A. Using the PD District limits precedent for offsite signage given the common ownership and specific conditions of this project.

We believe that the shared access to Highland Avenue, coordination of service areas, the easement, coordinated wayfinding, and future control of zoning for both sites by the property owner can best be integrated by using the PD District.

- 3. <u>Site Context Is Appropriate For The Use.</u> The proposed Chick-fil-A use and the Concept Plan design are appropriate for this property based on the site context. The following define the context of the site and should be considered when evaluating the proposed PD District and Concept Plan.
  - a. <u>Market Changes Effecting Zoning Patterns Context</u>. The site is currently zoned OG-T Office General Transportation Corridor District. The OG District reflects a historical trend of office development pattern in this part of Uptown. However, trends are starting to shift, as institutional and traditional office uses that dominated this part of Mt. Auburn/Uptown are transitioning to different uses. This makes the OG District less responsive to market trends, as office demand diminishes.



b. <u>Transportation Corridor Context</u>. The property is in the Transportation Corridor designation of the zoning code. This 'T' designation is for areas located along

2

major transportation corridors. McMillan Street and William H Taft Road are both major transportation corridors. This portion of McMillan Street is one way east bound with 4 lanes (plus a parking lane) and approximately 13,750 vehicles a day. William H Taft Road is one way west bound with 4 lanes and approximately 15,500 vehicles per day. These are significant volumes given that both streets have one way traffic. Highland Avenue is 4 lanes wide, 2 lanes in each direction, and approximately 5,400 vehicles a day.

We believe that the Transportation Corridor component is relevant and should be considered when evaluating the land use and zoning outcomes. The auto oriented context of the site makes this property suitable for Chick-fil-A which thrives in corridors with high customer counts.

c. <u>Highway On Ramp to I-71 Context</u>. East of the site, this portion of McMillan Street is the entrance to Interstate 71. The north bound, double lane I-71 entrance ramp is approximately 1,900 feet (.36 miles) east of the intersection of McMillan Street and Highland Avenue. Once through the intersection, vehicles are moving to the left lane to prepare to enter the Interstate. Just east of the intersection is the overpass/bridge over Burnett Avenue that passes under McMillan Street. McMillan Street is a high volume transportation corridor.

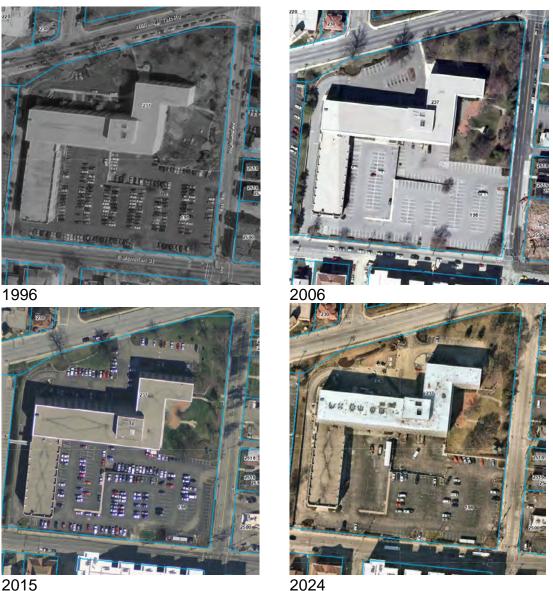
We believe McMillan Street is a commuter and transportation corridor and that the proposed use is appropriate for these conditions.



d. <u>Parking Lot Context</u>. This property has been a parking lot for more than 60 years since the 1960s. It has approximately 145 existing parking spaces and is currently underutilized. The parking lot has a chain link fence along both street frontages with a narrow strip of grass behind the fence. The site is almost completely paved and contains several retaining walls supporting Union on Taft.

We believe the proposed Chick-fil-A is a significant improvement and investment when compared to the existing parking lot site characteristics.

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2015

e. Site Size Context. At 1.47 acres, the site is large in context to the Mt. Auburn neighborhood. The property has approximately 335 feet of frontage on McMillan Street and 210 feet along Highland Avenue. The size is large enough to accommodate the parking and circulation needs of Chick-fil-A. We believe the site can accommodate the proposed Chick-fil-A and that the Concept Plan

addresses existing site conditions. This property is and has been auto oriented for more than half a century.

f. Surrounding Use Context. To the east of the proposed Chick-fil-A property across Highland Avenue is an existing Taco Bell restaurant with drive through service. The neighboring property to the west is a parking lot. The Union on Taft apartments are to the north and northwest surrounding the Chick-fil-A site. There is a grade change between the Union on Taft and the Chick-fil-A site - the apartments are higher - and there is a large yard/open area along the Highland

Avenue frontage of the Union on Taft property. There is a retaining wall adjacent to the sidewalk on Highland Avenue for the Union on Taft property. The existing character and context of the site and area is defined by the open parking lot and the high volume of vehicle traffic in the corridor.

We believe the proposed Concept Plan and PD District are consistent with the current development pattern in the area and will be compatible with the mixed-use nature of the neighborhood.



Highland Avenue Shared Driveway for Service

Retaining Walls and Service Areas



Union on Taft Service Area

Existing Parking – Looking South



View of Site Looking Northeast

Existing Taco Bell Site

g. <u>Existing Building Setback Context</u>. The proposed building location for the Chickfil-A is consistent with the building setbacks of adjacent properties as illustrated by the image below.

We believe proposed building setbacks are consistent with the current development pattern in the area and will be compatible with the neighborhood.



h. <u>Adjacent Ownership Context</u>. The property potentially most impacted is the Union on Taft. The owner of Union on Taft is the owner of the property where the Chickfil-A construction is proposed. Union on Taft/Uptown Rental Properties believe that the Chick-fil-A will be an appropriate land use and compatible neighbor. Uptown Rental Properties has built many multi-family developments and projects in the Uptown area and throughout Cincinnati. Uptown Properties has a unique perspective and ability to evaluate site feasibility.

We believe Uptown Properties' decision in favor of the proposed development is a significant indicator of market trends and shows confidence that property values will not be negatively impacted.

4. <u>Community Benefit and Need.</u> Mt. Auburn – as well as Corryville, Walnut Hills and the overall Uptown area – will benefit from the proposed Chick-fil-A. Chick-fil-A is a top of market quick service restaurant with a strong reputation for quality food, service, property maintenance and community support. Chick-fil-A will have between 60 and 100 employees, plus additional construction jobs. The Uptown area is one of the largest employment and residential centers in the city, and the addition of this use will serve the community as a whole.

We believe that Chick-fil-A at this site provides an opportunity to serve Uptown employees, residents, students and visitors with quality food service options.

5. <u>Site Design For Vehicles and Pedestrians.</u> Providing zoning and a site design that accommodates both vehicular and pedestrian customers is important and necessary for this site. The site has been designed based on the context of the neighborhood and the anticipated customers. There is a high volume of automobile traffic in the area, but walk-in pedestrian customers are also expected to be significant at this location, from the

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neighborhood and the adjacent housing. Pedestrian access has been planned in the design. There will be sidewalks from both streets to the front of the store. Crosswalks will be installed in the parking area. The proposed decorative metal fencing along the street frontages at the corner around the drive through lanes separate vehicle and pedestrian circulation and improve the streetscape experience. A unique building design for both the drive through order point and pick up area enhance the street frontage and add mass to the building, while creating a unique design for this location. <u>Proposed Site</u> <u>Renderings</u> are attached to this Addendum.

We believe that the Chick-fil-A has been designed as both neighborhood and community oriented to serve both pedestrian and auto customers. We believe that serving pedestrian and vehicular customers are not exclusive endeavors. We believe that the site is designed to accommodate both customer groups, and that the conditions and context of the area support this approach.

- 6. <u>Consistency with Adopted Plans.</u> The Program Statement included a brief assessment of consistency with Plan Cincinnati. The City Planning Staff suggested that we conduct a deeper evaluation of Plan Cincinnati as well as the 1992 Mt. Auburn Community Plan. Attached are several references and excerpts from both planning documents that we believe demonstrate that the proposed PD is supported by plan recommendations and that a finding can be made that the PD request is consistent with adopted plans. The following provides an overview of these planning documents and how the proposed PD request is consistent with adopted plans.
  - a. <u>1992 Mount Auburn Community Plan</u>. The 1992 Mt. Auburn Community Plan identifies the intersection of McMillan Street and Highland Avenue as an area where business clusters should be encouraged. The 1992 Plan has several goals related to the need for business to serve the neighborhood, employment opportunities and jobs, and the need for the full spectrum of quality residential uses, including student housing. The Plan recommends making the McMillan Street and Highland Avenue intersection a "secondary neighborhood business focus".
  - b. <u>2012 Plan Cincinnati</u>. Plan Cincinnati makes few references to the Mt. Auburn neighborhood relative to Neighborhood Centers and community development. It does refer to Mt. Auburn as having one of the highest percentages of housing units without vehicles which could correlate to needing more services that are walkable within the neighborhood. The Geographic Principles points out that a portion of Mt. Auburn is underserved by a center of activity as it does not have its own neighborhood center. Plan Cincinnati lacks specific recommendations for Mt. Auburn, but we believe that the proposed PD District meets general recommendations from the Livability Principles, Compete Initiatives and other guiding policies by providing neighborhood oriented service, investment and job opportunities.

# Decision Criteria in Cincinnati Zoning Code Section 1429.11

### § 1429-01. Specific Purposes.

(a) Establish a procedure for the development of land in order to allow for a more efficient and economic development of property than ordinarily permitted by conventional zoning and subdivision regulations.

The existing OG-T District does not allow the proposed use. Changing to another conventional zoning district (i.e. CC-M-T) would require a site design that does not allow the proposed use to function. We believe that the PD Planned Development District allows an efficient development of the property by allowing City Planning Commission and City Council to review and approve the development plan AS A WHOLE instead of utilizing a multi-stage process involving a zone change followed by Hearing Examiner action on conditional use, special exception, and variances. The PD District allows coordinated development of the subject property for two different uses, recognizing single ownership, coordinating site access, and common trash and service delivery areas. We believe that the site is carefully and uniquely designed and accommodates the high volume transportation corridor site context while also providing safe pedestrian access. We believe the building placement and overall site design are consistent with the site context and the vicinity.

(b) Ensure orderly and thorough planning and review procedures that lead to quality design and development.

We believe the PD District process allows detail review and negotiation by the city staff, Planning Commission, City Council and community input that results in design elements for the proposed Chickfil-A that are specific and unique for this property and context. The primary concern of the Mt. Auburn Community Council was addressing traffic congestion and access. The proposed plan, with the traffic study approved by DOTE, addresses the primary community concern. The PD District allows an outcome not feasible by the CC-M-T District that is supported by the City Staff.

(c) Encourage creativity in developments by allowing greater flexibility in access, light, open space and amenities.

The proposed Concept Plan provides shared access easements for the Union on Taft apartments and the Chick-fil-A restaurant, allowing trash compactor, loading and dumpster areas to be shared, and accounting for existing grade separation and retaining walls. The proposed plan maintains one point of access on Highland Avenue for the two uses, instead of creating separate driveways. Existing open space is maintained. A lighting plan has been submitted showing compliance with city standards.

- (d) Encourage common open space and provide for its maintenance.
   The proposed development proposes common open space and the owner will provide for its maintenance.
- (e) Encourage the coordinated development of properties that might otherwise be developed individually, which may be a detriment to the surrounding neighborhoods and the developer. *The proposed development is coordinated as Uptown rental properties will maintain ownership of both phases.*

### § 1429-11. City Planning Commission and Council Action.

- (a) City Planning Commission Action.
  - (1) The PD concept plan and development program statement are consistent with applicable plans and policies and is compatible with surrounding development;

We believe the proposed PD Concept Plan and Development Program Statement, with the Addendum dated April 1, 2025, are consistent with plans for Mt. Auburn, and that the project is compatible with surrounding development. We have provided an analysis of both 2012 Plan Cincinnati and the 1992 Mt. Auburn Community Plan that support the proposed plan.

(2) The PD concept plan and development program statement enhance the potential for superior urban design in comparison with the development under the base district regulations that would apply if the plan were not approved;

The context of this project is largely defined by the predominance of existing vehicular uses (parking lot and Taco drive through) and transportation corridors (multi lane, high volume, Interstate ramp access). But the site context also deserves planning for pedestrian access. We believe the proposed concept plan blends the strong vehicular oriented demand of the site with building design, pedestrian access, and streetscape themes that create an urban design appropriate for this site.

(3) Deviations from the base district regulations applicable to the property at the time of the PD application are justified by compensating benefits of the PD concept plan and development program statement; and

The PD District allows for coordination of access for service, trash compactor and dumpster locations between the two properties. The proposed dumpster service area for the proposed Chick-fil-A are located near the service areas for the Union on Taft, allowing shared access to both properties from Highland Avenue, preventing the need for separate driveways for the two uses. The PD Concept Plan also proposes a shared sign package, providing wayfinding for the proposed Chick-fil-A and Union on Taft apartments. Both properties benefit from the Concept Plan.

(4) The PD concept plan and development program statement includes adequate provisions for utility services, refuse collection, open space, landscaping, buffering, pedestrian circulation, traffic circulation, building design and building location.

The Concept Plan addresses these criteria as follows:

- The concept plan provides coordinated refuse collection as explained above.
- Utility services are available for both uses.
- Open yards are maintained around Union on Taft street frontages. Landscaping is proposed along the street frontages and in the parking areas for the Chick-fil-A. Sidewalks and crosswalks are proposed from both McMillan Street and Highland Avenue to the Chick-fil-A. There is currently a chain link fence that surrounds the existing parking lot. A 5 foot wide tree lawn adjacent to the curb, a 5 foot wide sidewalk and then a 5 foot wide landscape area on the site will be provided along the McMillan Street frontage. On the Highland Avenue side, a 7 foot wide sidewalk will be maintained and a 5 foot wide landscape area is provided. A decorative metal fence will

be installed along both frontages at the corner around the proposed customer drive through area. The proposed streetscape landscaping and fencing define vehicular circulation areas and separate pedestrian paths creating a safe environment.

- A traffic impact study has been prepared and approved by DOTE. The traffic study determined that the existing lanes on Highland Avenue have enough capacity to allow left turns at the Highland Avenue Chick-fil-A driveway. The study finds no significant impact on Highland Avenue traffic. Queuing of southbound traffic will not block the Highland Avenue driveway. On McMillan Street, because the street is one way, there is no "opposing traffic" that impacts left turns on to Highland Avenue from McMillan Street or from the Chick-fil-A driveway onto McMillan Street. McMillan Street has four lanes available for movement and minimal delays are expected from left turning vehicles. Both driveways are recommended to have one lane in and one lane out with stop sign controls for exiting traffic.
- Regarding building and site design, a screen wall with metal canopy roof is proposed for the customer order point on the McMillan Street side. This design will have masonry columns and "window" openings. We believe this design is unique and will enhance the street presence of the building. The customer pickup point on the north side of the building will also have a covered roof and further define the proposed building massing. The building will be constructed of a combination of brick, pre-finished metal coping and storefront accents. Alternate site designs were evaluated; however, it was determined that drive through access on the north would eliminate driveway access from Highland Avenue which is necessary for both loading, trash service and customer access for both uses. See <u>Proposed Site Renderings</u> attached to this Addendum.

## **Review of 1992 Mount Auburn Community Plan**

We believe the following excerpts and references from the 1992 Mount Auburn Community Plan are relevant to the proposed site and PD District.

- Executive Summary. Establishing "clusters" of similar uses can enhance the land use patterns of Mt. Auburn. Businesses should be located at important "nodes" within the community.
- Page 6. Major issues to be addressed by the Mt. Auburn Community Plan include promoting job training and job creation in Mt. Auburn and throughout Uptown. Retain current residents and attract new residents.
- Page 10. Goals and Objective: Encourage quality housing.
- page 11. (d) Use rehabilitation as a primary tool to provide housing.
- page 28. B. McMillan Street is designated an Arterial through street. Highland Avenue is a local service street.
- Page 37. Goal: Make Mt. Auburn an attractive and livable community. (a) Upgrade vacant properties to assure adequate public safety and aesthetics. Goal: Establish the appropriate balance of residential uses and commercial/institutional uses needed to maintain the neighborhood's character.
- Page 38. (a) Encourage only those "region serving" uses which are compatible with the
  public peace, safety and nearby residential neighborhoods. Goal: Provide zoning to
  ensure appropriate type and mix of uses and ensure quality development which is
  compatible with the character of the neighborhood. (e) Make the character of the new
  development appropriate to the existing character.
- Page 41. Business clusters are located at various intersections, including Highland Avenue/McMillan Street. These clusters consist of business uses intermingled with vacant buildings and residential uses.
- Map 8, page 44. A. Shows the intersection of McMillan Street and Highland Avenue as professional office and business cluster.
- Page 45. Attention should be focused on preserving, improving and facilitating business development close to the existing business clusters. The McMillan Street/Highland Avenue intersection is located along transits, have the potential of being focal areas for business uses. Enhancing the existing strong business clusters can stimulate new businesses in Mt. Auburn. To reduce Mt. Auburn's unemployment rate, emphasis should be placed on commercial developments that provide temporary and permanent employment opportunities for Mt. Auburn residents.
- Page 46. Goal: Limit retail business development to centralized locations near transit and residences. (B) Couple proposed or existing retail establishments with other pedestrian oriented land uses to help attract a maximum number of residential consumers. (d) Make McMillan Street/Highland Avenue intersection a secondary neighborhood business focus. Goal: Encourage appropriate retail and selected services.
   (a) Seek businesses that can meet neighborhood needs and can be financially supported by the neighborhood.
- Page 47. Goal: Target unemployment to be no greater than the city's rate. (a) Encourage commercial development that generates jobs for community residents.

# **Review of 2012 Plan Cincinnati**

We believe the following excerpts and references from the 2012 Plan Cincinnati are relevant to the proposed site and PD District.

- Livability Principles. #3. Enhance economic competitiveness. Improve economic competitiveness through reliable and timely access to employment centers, educational opportunities, services and other basic needs by workers, as well as expanded business access to markets.
- Guiding Policy Procedures. Increase our population. To do this we will be a vibrant city with a collection of "neighborhoods of choice", offering a full spectrum of housing options for people at all stages of life and welcoming and engaging public spaces. Union on Taft provides student housing, an important element for the support of the University of Cincinnati, but also a housing solution that helps maintain access to neighborhood housing in Mt. Auburn and surrounding Uptown communities to non-student residence.
- Build Our Assets. Our neighborhoods are structured around centers of activity that contain all of the amenities that we need to go about our daily life. We will focus our development on these centers of activity and strategically select areas of new growth.
- Guiding Geographic Principles. #1 Focus revitalization on existing centers of activity. Mt. Auburn is not a neighborhood center in Plan Cincinnati. The subject property is in a gap area between CUF, Corryville and Walnut Hills Activity Centers. But the 1992 Community Plan identifies the intersection as a business cluster area. While the area tends toward the automobile it is not in a defined neighborhood center that other neighborhoods have. We believe this supports the idea for the proposed use, with a design that recognizes pedestrian access and complements the streetscape.
- Mt. Auburn is not designated in one of the three neighborhood types- urban center, urban neighborhood, traditional neighborhood in Plan Cincinnati.
- Mt. Auburn is identified as a neighborhood with high percentages of housing with no vehicles available.

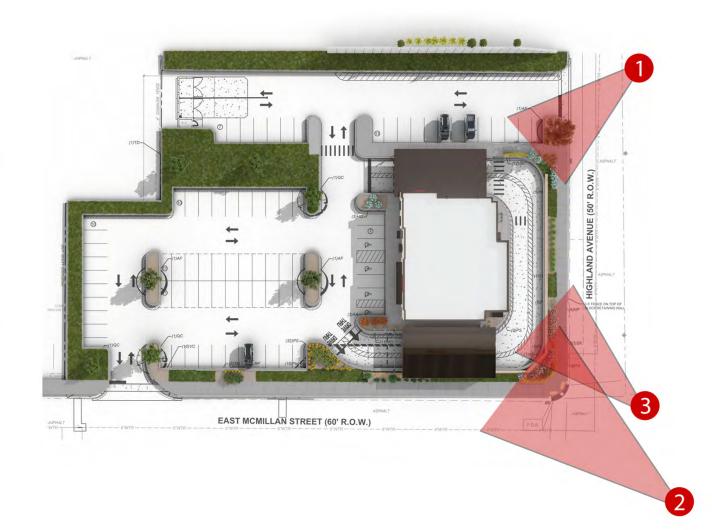
We believe this demonstrates the need to provide pedestrian access. But Mt. Auburn is also a community with high traffic volume corridors which tends towards auto oriented uses being appropriate.

• Compete Initiative. Businesses want to operate in places where they can attract and retain talented employees.... Our city's quality of life and livability must be our highest priority.

We believe Chick-fil-A is a support food service business that improves quality of life for residents, employees and commuters.

• Live Initiative, Goal 3. Provide a full spectrum of housing options and improve housing quality and affordability. Offer housing options of varied sizes and types for residents at all stages of life.

The Union on Taft apartments meets this goal and provides needed quality student housing. It increases the supply for other residents so that they can live in Mt. Auburn.

























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March 31, 2025

City of Cincinnati Department of Planning & Engagement Two Centennial Plaza 805 Central Avenue, Suite 720 Cincinnati, OH 45202

Dear Planning Staff,

Uptown Rental Properties, represented by Patrice Burke, has presented the Chick Fil A (CFA)project to the Mt. Auburn Community Council (MACC) on several occasions and a summary of the outreach is below.

August 2024 – Ms. Burke presented a concept plan showing a CFA drive-thru at the vacant surface parking lot on the corner of Highland & McMillan which would require a zone change. The community expressed concerns about the volume of traffic that a CFA would generate in addition to the existing traffic at the intersection that can cause congestion, speeding, and running red lights. Some residents expressed that it is great idea to use the vacant parking lot and bring in business, and that other traffic concerns when the hotel at Reading Road was built have not come to fruition. MACC asked Ms. Burke to come back to the Council with more details about the traffic plan, as well as a representative from CFA to answer operational questions.

October 2024 – Ms. Burke attended with Ms. Shaun Walker, Principal Development Lead, Chick Fil A who gave a presentation via Zoom. Ms. Walker estimated that 60 to 120 people would be employed at this location, and she stated that CFA donates thousands of dollars annually to local charities and gives scholarships to associates. She stated that this site is a new prototype for CFA which has evolved over time to contain all traffic onsite. Residents had very specific questions about traffic, including the number of vehicles on E McMillan per day (estimated 20,000 from DOTE), projections for traffic into CFA (150-200 per hour at peak hours), how many

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drive through lanes (2), how many entrances (2). Residents said that the traffic figures seem outdated and do not account for game days or other events. MACC asked Ms. Burke to have DOTE present the results of CFA's traffic study to the council.

February 2025 – Ms. Burke stated that this Chick Fil A is a unique location among Cincinnati locations because of the large size of the site, the multiple access points, and that it will not share a use with other retailers. She stated that traffic volume on Highland and E McMillan is less now that the MLK interchange is operational. She also stated that Chick Fil A had completed their traffic study and had made modifications to the site, including increasing the size of the sidewalks, adding landscaping, a fence and wall, and a covered structure at the drive through that goes to the landscape buffer. Bryan Williams of DOTE presented the traffic findings at the site and answered questions. Mr. Williams reviewed the study and agreed with the study that modifications to the Right of Way do not need to be made. CFA has increased sidewalk and drive apron to help pedestrian safety. Neighbors think there will be an issue with congestion northbound on Highland as it is a road with four narrow lanes. MACC members expressed concern, as Highland Ave. is not treated as a four-lane street by drivers. In addition, there is legal parking on this street. MACC members agree that there should not be access to Chik Fil A for traffic driving north on Highland, as it will cause traffic issues. Mr. Williams stated that exiting could be an issue at times but that is CFA's issue to deal with onsite. Kyle Gibbs with Cincinnati Planning & Engagement was also present and explained the zoning process. Ms. Burke said that she would forward the Traffic Impact Study to the MACC.

February (several times) – Ms. Burke emailed the group offering to tour onsite at various times over the course of two weeks. Several members of the council toured onsite at the proposed location during peak traffic times and those who visited the site agreed that it was helpful to see in context and that they were not as concerned with traffic on McMillan since it is a 4-lane, one-way street. They also expressed that they liked the location of the curb cut on McMillan at a far distance from the intersection which is difficult to see in plan. Ms. Burke sent a video to the MACC of the site to circulate to members.

March 6, 2025 -There was a public staff conference hosted by Kyle Gibbs of Planning which Ms. Burke and several MACC members attended. Traffic flow on Highland was identified as a concern.

Page 2 of 3

Ms. Burke has agreed to continue to engage with MACC throughout the process, including through construction and as CFA operates.

Sincerely,

Lee Wilson, MACC President

Page 3 of 3

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CTI PROPERTIES LLC PO BOX 1757 WEST CHESTER OH 45069

EKO PROPERTIES OHIO LLC 10901 REED HARTMAN HWY #316 CINCINNATI OH 45242

EVANS RYAN & ELAINE KAO 4429 NORTH ST DALLAS TX 75214

GEORGIEVA ANGELINA & PANDO GEORGIEV 915 NE 12TH AVE GAINESVILLE FL 32601

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FIRST CHRISTIAN ASSEMBLY OF GOD INC 220 WILLIAM HOWARD TAFT CINCINNATI OH 45219

GLOBAL MEDICAL SERVICES LLC 173 E MCMILLAN ST CINCINNATI OH 45219

> HIGGINS KELLY III 153 EAST MCMILLAN AVE CINCINNATI OH 45219

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> AVA RENOVATION LLC 6721 KENWOOD RD CINCINNATI OH 45243

BUSHWOOD CAPITAL II LLC P O BOX 42602 CINCINNATI OH 45242

CRAYON DENISE M 2447 MAPLEWOOD AVE CINCINNATI OH 45219

EDEN CORRY LLC 2616 SHORT VINE CINCINNATI OH 45219

EQUITY TRUST COMPANY 8358 WOODBINE AVE CINCINNATI OH 45216

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NEW LIFE PROPERTIES INC 401 E MCMILLAN ST CINCINNATI OH 45206

PATEL HITESH & ROSHNI PATEL 130 E WALNUT ST PAINESVILLE OH 44077

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SORENSEN DIANE 4311 BEACH HAVEN CT DAYTON OH 45424

THE CHRIST HOSPITAL 2139 AUBURN AVE CINCINNATI OH 45219

WYDE JENNA ASHLEY 16800 E BAILS PL AURORA CO 80017

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MOON KIMBERLY F 2451 MAPLEWOOD AVE 2ND FL CINCINNATI OH 45219

> NFTL LLC 7737 GLEN EDEN LN CINCINNATI OH 45244

PEOPLES CHURCH CINCINNATI 2602 EDEN AVE CINCINNATI OH 45206

> RED DOOR MW LLC 4414 GROVE AVE CINCINNATI OH 45227

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XU MIN 3816 HUDSON HILLS LN MASON OH 45040

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NB CP CINCY DST TRUST 20 ENTERPRISE #400 ALISO VIEJO CA 92656

ORI ASSOCIATES V LLC 119 WEST CENTRAL PKWY STE 201 CINCINNATI OH 45202

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SORENSEN CHRISTINE 3980 KENKEL AVE CINCINNATI OH 45211

TAYLOR TAU REAN 2455 MAPLEWOOD AVE CINCINNATI OH 45219

WALLACE REAL ESTATE LLC 44 WEST FREEDOM WAY UNIT 204 CINCINNATI OH 45202

> MT. AUBURN COMMUNITY COUNCIL P.O. BOX 19138 CINCINNATI OH 45219



April 16, 2025

Cincinnati City Council Council Chambers, City Hall Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting herewith an Ordinance captioned as follows:

**AMENDING** the official zoning map of the City of Cincinnati to rezone the real property located at 198 E. McMillan Street and 237 William H. Taft Road in the Mt. Auburn neighborhood from the OG-T, "Office General-Transportation," zoning district to Planned Development District No. 104, "Chick-fil-A".

Summary:

The petitioner, Union on Taft LLC, has requested a Zone Change from Office General – Transportation Corridor (OG-T) to Planned Development No. 104 (PD-104) to facilitate a mixed-used development on the property. The Planned Development will include an existing multi-family apartment building and a new restaurant with drive-through service. The site is within the Mt. Auburn neighborhood.

If approved, the proposed mixed-use development would include 103-units of student housing with 180 parking spaces and an outdoor courtyard, and a new Chick-fil-A restaurant with 76 parking spaces, a two-lane drive-though, and seating for 94 guests. The new restaurant is proposed to be a standalone building, approximately 5,020 square feet and 21 feet tall. The proposal includes pedestrian walkways connecting to adjacent sidewalks with internal crosswalks connecting the walkways to the building's entrance.

The City Planning Commission recommended the following on April 4, 2025, to City Council:

**APPROVE** the Concept Plan and Development Program Statement as submitted; and

**ADOPT** the proposed zone change from Office General-Transportation (OG-T) to Planned Development (PD) at 198 E. McMillan Street and 237 William H. Taft Road in Mt. Auburn.

Motion to Approve:	Ms. Kearney	Ayes:	Ms. Beltran
			Mr. Dansby
Seconded:	Mr. Weber		Mr. Eby
			Ms. Kearney
			Mr. Samad
			Mr. Weber

THE CITY PLANNING COMMISSION

Kathenie Kengh-Jus

Katherine Keough-Jurs, FAICP, Director Department of City Planning & Engagement