City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, September 1, 2021 **2:00 PM** **Council Chambers, Room 300**

SUPPLEMENTAL ITEMS

ECONOMIC GROWTH & ZONING COMMITTEE

53. 202102503 **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 8/4/2021, **AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property located at 3201, 3215, 3223, and 3229 Woodburn Avenue in the Evanston neighborhood from the CN-P, "Commercial Neighborhood-Pedestrian," zoning district to the RM-0.7, "Residential Multi-Family," zoning district in furtherance of the Evanston Fire-Point Urban Renewal Plan (2003).

Recommendation PASS EMERGENCY

Sponsors: City Manager

EQUITY, INCLUSION, YOUTH, & THE ARTS COMMITTEE

54. 202102521 **ORDINANCE,** dated 7/29/2021, submitted by Councilmember Kearney, from Andrew Garth, City Solicitor, **ESTABLISHING** new Chapter 886, "Equitable Restrooms," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, and AMENDING Section 1501-9, "Class C1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code to require equal access to single-occupancy toilet facilities in public buildings and places of public accommodation for all persons regardless of their sex, gender identity, physical or mental capacity, or familial status.

Recommendation PASS

Sponsors: Kearney

EDUCATION, INNOVATION & GROWTH COMMITTEE

55. 202102530 **ORDINANCE (EMERGENCY),** dated 7/29/2021, submitted by Councilmember Keating, from Andrew Garth, City Solicitor, **TO SUBMIT** to the electors of the City of Cincinnati an amendment to the Charter of the City to require council members to resign upon offering themselves for nomination or election to a salaried non-City office during their current term on council, to require the mayor to resign upon offering himself or herself for nomination or election to a salaried non-City office during his or her term in office, and that would remove obsolete language from the Charter by amending Article II, Section 4 and Article III, Section 1.

Recommendation PASS EMERGENCY

Sponsors: Keating

56. 202102680 **ORDINANCE (EMERGENCY)**, dated 9/1/2021, submitted by Andrew Garth, City Solicitor, **TO SUBMIT** to the electors of the City of Cincinnati an amendment to the Charter of the City of Cincinnati that would require approval by Council to commence litigation on behalf of the City of Cincinnati or any of its officials; limit the compensation for members of Council to the amount equal to the median family income for the City of Cincinnati; require candidates for Mayor and Council to be residents of the City of Cincinnati for at least one year prior to assuming office; provide that the successor to a member of Council who dies, resigns, or is removed shall be the candidate who received the highest number of votes but was not declared elected to Council; require the Mayor to assign legislative proposals to the appropriate committee no later than thirty days after being filed with the Clerk; provide that the Mayor and members of Council are personally liable for violations of state law regarding open meetings or public records where the violation was purposeful, knowing, in bad faith, or in a wanton or reckless manner; and provide for the removal of the Mayor as provided by state law and other processes, by amending existing Sections 3, 4, 4a and 4b of Article II, “Legislative Power,” and amending Section 2 of Article III, “Mayor,” and enacting new Section 11 of Article IV, “Executive and Administrative Service,” and Section 2c of Article IX, “Nominations and Elections.”

Recommendation PASS EMERGENCY

Sponsors: Clerk of Council

ANNOUNCEMENTS

Adjournment

City of Cincinnati

Mayor John Cranley

202102568

Office of Mayor John Cranley

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

August 2021

REAPPOINTMENT

I hereby reappoint Cathy Lindemann to the Economic Inclusion Advocacy and Accountability Board (EIAAB) for a term of three years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

City of Cincinnati

Mayor John Cranley

202102569

Office of Mayor John Cranley

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

August 2021

REAPPOINTMENT

I hereby reappoint Barbara Smith to the Economic Inclusion Advocacy and Accountability Board (EIAAB) for a term of three years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

City of Cincinnati

Mayor John Cranley

202102571

Office of Mayor John Cranley

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

August 2021

REAPPOINTMENT

I hereby reappoint Matt Jones to the Economic Inclusion Advocacy and Accountability Board (EIAAB) for a term of three years. This reappointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

City of Cincinnati

Mayor John Cranley

202102512

Office of Mayor John Cranley

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

August 2021

APPOINTMENT

I hereby appoint Alicia Reece to the Southwest Ohio Region Workforce Investment Board (SWORWIB) to fill the unexpired term of Stephanie Summerow-Dumas. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

city of CINCINNATI

Interdepartmental Correspondence Sheet

202102643

Date: August 26, 2021

To: Councilmember Steven Goodin

From: Andrew W. Garth, City Solicitor AWG

Subject: **Ordinance – Prohibition of Campaign Contributions from Persons Finacially Interested in Ctiy Business**

Transmitted herewith is an ordinance captioned as follows:

> **MODIFYING** Title I, "Council and Corporation Miscellany," by enacting new Chapter 119, "Prohibition on the Solicitation or Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business," of the Cincinnati Municipal Code to restore public trust in elected officials by prohibiting the solicitation or acceptance of campaign contributions from persons having a financial interest in City business while it is pending before Council; and MODIFYING Section 1501-8, "Class C-1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code to establish penalties for certain violations of Chapter 119.

AWG/MSS/(lnk)
Attachment
337192

City of Cincinnati

MSS

BWG

An Ordinance No._____

-2021

MODIFYING Title I, "Council and Corporation Miscellany," by enacting new Chapter 119, "Prohibition on the Solicitation or Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business," of the Cincinnati Municipal Code to restore public trust in elected officials by prohibiting the solicitation or acceptance of campaign contributions from persons having a financial interest in City business while it is pending before Council; and MODIFYING Section 1501-8, "Class C-1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code to establish penalties for certain violations of Chapter 119.

WHEREAS, recent allegations of corruption against some Members of Council have diminished public trust in elected officials; and

WHEREAS, following allegations of pay-to-play schemes, the Mayor and Council passed Ordinance No. 384-2020, which created an Economic Development Reform Panel ("EDRP") and charged it with making recommendations regarding best practices and ways to improve the development process and better insulate it from political influence and cronyism, to help restore public trust in City elected officials; and

WHEREAS, the EDRP found that "[e]lected officials soliciting for or receiving campaign contributions from a developer while that developer has business on the City Council calendar pose great risk for corruption and undue influence"; and

WHEREAS, the EDRP also found that "allowing elected officials to solicit or receive contributions from developers during the time period that the developer's project is officially before them increases the risk that the developer may be asked or offer to make a campaign contribution in exchange for the elected official taking that official action"; and

WHEREAS, the EDRP concluded that "[m]any economic development projects take months or years working with the City administration, the community, and other external parties to put all of the pieces together," and that the prohibition on campaign contributions should not extend beyond the time developers have business before the Council; and

WHEREAS, the EDRP therefore recommended that the period of prohibition for elected officials accepting campaign contributions extend "from the time a matter involving the developer is transmitted to the Clerk of Council until the matter is disposed of by final action of Council and the Mayor"; and

WHEREAS, the EDRP also expressed concern that the City not create barriers to entry or unintended legal consequences for individuals who are developing their own homes, a single small

project, or small neighborhood projects, especially given the low risk of corruption that such projects pose; and

WHEREAS, making a list of persons and businesses subject to the regulations enacted herein publicly available will promote transparency in campaign finance; and

WHEREAS, prohibiting the acceptance of campaign contributions from such persons and businesses will help ensure that Council decisions regarding development projects and major contracts are not influenced by campaign contributions; and

WHEREAS, Council intends that the requirements of this new Chapter 119 shall take effect only after Council has appropriated funding for this purpose, after the City Administration has established the required enforcement structure, and after the City Manager has promulgated regulations required under this Chapter; now, therefore,

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

Section 1. That new Chapter 119, "Prohibition on the Solicitation or Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business," of Title I, "Council and Corporation Miscellany," of the Cincinnati Municipal Code, is hereby enacted as follows:

Sec. 119-1. - Definitions.

For purposes of this chapter, the words and phrases shall have the meanings ascribed to them in Title 35, Elections, of the Ohio Revised Code, unless another meaning is ascribed to them in this chapter.

Sec. 119-1-A. - Applicant

"Applicant" means a person or entity who requests or applies for city business.

Sec. 119-1-C1. - Campaign.

"Campaign" means the mayor, each member of council, and their agents, including their campaign committees and associated political action committees.

Sec. 119-1-C2. - City Business.

"City business" means requests or applications for the following items requiring approval by council:

(a) development incentives, including loans and tax incentives, with an estimated potential value of $100,000 or more per year;

(b) sales of city property with an estimated fair market value of $200,000 or more;

(c) zoning changes;

Sec. 119-1-C3. - City Business List.

"City business list" means the list or data set published online by the administration specifying the names of the financially interested persons from whom campaigns may not accept campaign contributions under this chapter.

Sec. 119-1-F. - Financially Interested Person.

"Financially interested person" means a person who has a financial interest in city business as defined by this section.

(a) If the applicant for city business is an individual, it means the applicant and the spouse of the applicant.

(b) If the applicant for city business is an entity, such as a limited liability company, corporation, partnership, trust, or unincorporated association, it means

(1) the entity itself;

(2) the owners, members, or partners of such entity and their spouses, provided that such owner, member, or partner owns or controls twenty percent or more of the entity; and

(3) the directors and principal officers of such entity and their spouses.

Sec. 119-1-S. - Solicit.

"Solicit" means to ask for, request, seek, or try to obtain something of value from another, whether directly or indirectly. For the purposes of this chapter, it does not include mass communications or speeches, so long as such communications or speeches are to fifty or more people.

Sec. 119-3. - Prohibition on Solicitation or Acceptance of Campaign Contributions.

(a) Campaigns are prohibited from accepting a campaign contribution made by a financially interested person during the period prescribed in section 119-3(c). For

purposes of this section a campaign contribution has not been accepted if it is disposed of in accordance with the requirements of section 119-5.

(b) Campaigns are prohibited from soliciting a campaign contribution from a financially interested person during the period prescribed in section 119-3(c).

(c) The prohibition on solicitation or acceptance of a campaign contribution from a financially interested person shall commence on the day any ordinance regarding the city business is filed with the clerk of council and shall continue until final legislative action regarding the ordinance is complete, such as by a final vote or veto.

Sec. 119-5. - Timing and Manner of Disposal of Prohibited Contributions.

(a) A campaign shall dispose of a prohibited campaign contribution from a financially interested person within the following time period:

(1) If the financially interested person was on the city business list at the time the campaign received the campaign contribution, then the campaign must dispose of the prohibited contribution no later than two calendar weeks from the day on which the contribution was received, excluding the day on which it was received.

(2) If the financially interested person was not on the city business list at the time the campaign received the campaign contribution, then the campaign must dispose of the prohibited contribution no later than two calendar weeks, excluding the day on which it was received, from the sooner of:

(A) the day the financially interested person is subsequently placed on the city business list; or

(B) the day the campaign receives notice from the administration that the contributor is a financially interested person under this chapter.

(b) To dispose of a prohibited campaign contribution, the campaign shall first attempt to return or refund the contribution to the financially interested person. If the financially interested person does not accept the refund or return or if the contributor does not respond to the campaign, then the campaign shall dispose of the prohibited contribution by donating an amount equal to the contribution to a corporation that is exempt from federal income taxation under subsection 501(a) and described in subsection 501(c) of the Internal Revenue Code. The campaign shall report all campaign contributions required to be disposed of under this section in its next campaign finance report that is required by Article XIII, Section 2.a of the Charter.

Sec. 119-7. - Reporting of Financially Interested Persons.

(a) Upon application for city business, an applicant must furnish accurate, truthful, and complete information to the city administration, in a form required by the city administration, identifying the financially interested persons associated with the application or request for city business. Applicants shall promptly update such information if it changes during the period prescribed by section 119-3(c).

(b) The city administration shall make available to the public a list of financially interested persons through publication of the city business list on the city's website, to be updated at least weekly in accordance with section 119-3(c).

(c) The city manager is authorized to establish procedures, rules, and regulations to implement the requirements of this section.

Sec. 119-9. - Enforcement.

(a) The Cincinnati elections commission is authorized to impose civil fines for violations of Section 119-3(a) upon prior notice to the campaign and an opportunity to be heard. The commission shall refer such civil fines to the appropriate city agency for collection.

(b) The city administration shall notify the city solicitor of any whistleblower or other complaint received that alleges that a campaign has solicited a contribution from a financially interested person in violation of this chapter. The solicitor or the solicitor's designee shall investigate each allegation of wrongful solicitation and shall file a communication with the clerk of council setting forth the findings of the investigation.

Sec. 119-11. – Start of Implementation; Appropriations.

The requirements and prohibitions of this Chapter shall not take effect until Council appropriates funding for the purpose of establishing the administrative staffing and enforcement needs imposed by this Chapter. After such appropriation, and upon setting up the administrative processes necessary to implement this Chapter, the City Manager is authorized to establish the starting date for enforcement of the prohibitions established in this Chapter, which date shall be no sooner than 30 days after the city manager promulgates the procedures and rules required under section 119-7(c). A copy of the procedures and rules shall be provided to Council upon promulgation and, again, at such time as the rules may be amended.

Sec. 119-99. - Penalties.

(a) Violation of section 119-3(a) or 119-7(a) is a Class C-1 civil offense.

Section 2. That Section 1501-8, "Class C-1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code is hereby amended as follows:

Sec. 1501-8. - Class C1 Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in Section 1501-99 for a Class C1 Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with Section 1501-15 that the violation has been corrected. Except that, for occupied property that is in violation of Section 731-3(a), the otherwise applicable civil fine is reduced by 100% if the owner charged shows in accordance with Section 1501-15 that the violation has been corrected and that the owner has not previously received notice of a violation under Section 731-3 at the occupied property. If the provision is listed under paragraphs (a), (b), or (c) below, and if a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation. If the provision is listed under paragraph (d) below, and if a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within two years, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation. If the provision is listed under paragraph (e) below, the otherwise applicable civil fine is reduced by 100% if the person charged shows in accordance with Section 1501-15 and the rules and regulations of the board of health that the violation has been corrected and that the owner has not previously received notice of a violation under Section 609-9. If the provision is listed under paragraph (e) below, and if a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within two years, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation.

(a) Class C1 Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 714-11	Duty to Keep Sidewalks Free of Litter	Class D
(2)	§ 714-35	Litter on Occupied or Unoccupied Private Property	Class C1

(3)	§ 714-37	Owner or Person in Control to Maintain Premises Free of Litter	Class C1
(4)	§ 714-39	Litter on Vacant Lots	Class C1
(5)	§ 731-3	Height Restrictions on Unoccupied Private Property (grass and weed control)	Class C1
(6)	Chapter 313	Outdoor Advertising Sign Excise Tax	Class C1
(7)	Chapter 315	Short Term Rental Excise Tax	Class C1

(b) Class C1 Civil Offenses With Civil Fines Subject to 100% Reduction for Correction of Violation and a One-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 731-3	Height Restrictions on Occupied Private Property (grass and weed control; reduction for first-time offenders only)	Class C1

(c) Class C1 Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation and a One-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 714-15	Truck and Vehicle Loads Causing Litter or Scattering Debris	Class D
(2)	§ 119-3(a)	Acceptance or Retention of a Contribution from a Financially Interested Person with City Business	Class C-1
(3)	§ 119-7(a)	Failure to Report Financially Interested Persons	Class C-1

(d) Class C1 Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation, and a Two-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 609-3	Sale of Tobacco Products to Those Under Twenty-One Years of Age Prohibited	Class E
(2)	§ 1601-57	Enforcement of Emergency Orders	Class D
(3)	§ 1601-59	Enforcement of Health Orders	Class D

(e) Class C1 Civil Offenses With Civil Fines Subject to 100% Reduction for Correction of Violation, and a Two-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 609-9	Tobacco Retailer Licensing (reduction for first-time offenders only)	Class E

Section 3. That existing Section 1501-8, "Class C-1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code is hereby repealed.

Section 4. That the City Manager is hereby authorized to take all action necessary to implement and develop regulations necessary to carry out the purposes of this ordinance.

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

Section 6. That this ordinance shall take effect and be in force from and after the earliest period allowed by law, provided, however, that the prohibitions set forth in newly ordained Chapter 119 become binding only upon satisfaction of the requirements of section 119-11, "Start of Implementation; Appropriations."

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

New language underscored.

city of
CINCINNATI

Interdepartmental Correspondence Sheet

202102642

Date: August 24, 2021

To: Councilmember Jan-Michele Lemon Kearney

From: Andrew Garth, City Solicitor AWG

Subject: **Ordinance – Community Engagement Program and Policy**

Transmitted herewith is an ordinance captioned as follows:

> **REQUESTING** that the City Manager, with input and participation from citizens, community councils, community groups, and City partners, develop an additional community engagement plan, which includes a timeline and details the resources required in order for the plan to be implemented by the City of Cincinnati, including the Mayor, City administration, City boards, commissions and Council committees, in order to achieve the policy goals described in Attachment A attached hereto.

AWG/KMG/(lnk)
Attachment
344724

City of Cincinnati

KMG

An Ordinance No._____

- 2021

REQUESTING that the City Manager, with input and participation from citizens, community councils, community groups, and City partners, develop an additional community engagement plan, which includes a timeline and details the resources required in order for the plan to be implemented by the City of Cincinnati, including the Mayor, City administration, City boards, commissions and Council committees, in order to achieve the policy goals described in Attachment A attached hereto.

WHEREAS, the mission of Cincinnati City Council is to provide, in a democratic and transparent manner, efficient and effective services that will make Cincinnati a better place in which to live, work, and play; and

WHEREAS, citizen engagement enhances the City's democratic processes, increases transparency and effectiveness, improves the quality of government decisions, and enlists the problem-solving capacities of the general public and organizations outside of the City; and

WHEREAS, this Council acknowledges that those affected by local government decisions should have the opportunity to participate in an engagement process; and

WHEREAS, there have been dramatic changes in technology, especially through broadcast media and the internet, allowing for greater transparency and citizen participation; and

WHEREAS, the City previously established a community engagement policy as summarized in the City Manager's FYI Memo dated February 26, 2021, and established the Department of City Planning and Engagement; and

WHEREAS, this Council requests that the City Manager present an additional community engagement plan that includes a timeline and resources required, with participation from community stakeholders; now, therefore,

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

Section 1. That Council requests that the City Manager develop an additional policy to promote citizen engagement in City government, including the Mayor, City Council, the City administration, and City boards, commissions and Council committees, in order to achieve the policy goals described in Attachment A attached hereto.

Section 2. That Council requests that the City Manager (a) convene an initial public engagement session no later than 60 days after the effective date of this ordinance; (b) provide periodic updates to the Neighborhoods Committee on the development and/or implementation progress of the policy and further efforts by the City to enhance community engagement; and (c) present to Council an annual report on the status of the engagement program (*e.g.*, goals, objectives, and benchmarks, and actual performance on goals, objectives, and benchmarks).

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

Passed _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Section 1. Definitions.

a. "Citizen engagement" includes equivalent terms such as "public engagement," "citizen participation" or "community engagement" and legal notice requirements. Citizen engagement methods include, but are not limited to, any form of in-person, technology-aided, or online communication that provides for discussion, dialogue, and/or deliberation among participants, encouraging citizens to meaningfully engage in the policy-making and/or problem-solving processes.

b. "Policy process" is defined as "a course of action produced as a response to an opportunity, a perceived problem or issue involving a constituency, formulated by a deliberative political process and adopted, implemented and enforced by a public agency."

Section 2. Community Engagement Mission and Vision.

a. Vision—To be a thriving Cincinnati where all are engaged as empowered participants in shaping our shared future

b. Mission—To strengthen the culture of citizen engagement in Cincinnati by providing opportunities for all to participate in meaningful and proactive ways in the city's decision-making processes

Section 3. Community Engagement Principles.

a. Right to Involvement: Those who are affected by a decision have a right to be involved in the problem-solving/decision-making process regarding that decision.

b. Careful Planning and Preparation: Actively pursue citizen groups, through adequate and inclusive planning and outreach, ensuring that the engagement design and the needs of the participants are met.

c. Inclusion and Demographic Diversity: Actively reach out to equitably incorporate diverse people, voices, ideas, and information to lay the groundwork for quality outcomes and democratic legitimacy. Seek out and facilitate the involvement of those potentially affected by or interested in the decision.

d. Collaboration and Shared Purpose: Support and encourage participants, including government, community institutions, and other key stakeholders to work together to advance the common good. Promote sustainable decisions by recognizing and communicating the long-term needs and interests of all citizens.

e. Openness and Learning: Help all involved listen to each other, explore new ideas unconstrained by predetermined outcomes, learn and apply information in ways that generate new options.

f. Transparency and Trust: Be clear and open about the process and provide a public record of the organizers, sponsors, outcomes, and range of views and ideas expressed. Annually report on and rigorously evaluate citizen engagement efforts and activities for effectiveness and improvements to be made.

g. Impact and Action: Ensure each participatory effort has potential to have a real impact and that participants are aware of that potential. Communicate to all participants how their input affected the decision making.

h. Sustained Engagement and Participatory Culture: Establish and maintain a culture of ongoing and quality citizen engagement within departments, offices, programs, local agencies, business partners and institutions.

i. Accountability for Results and Financial Support: City leaders and staff are held accountable for (a) ensuring meaningful citizen engagement in the policy making and work of the City and (b) providing the resources to ensure ongoing success.

Section 4. Community Engagement Policy.

a. Active citizen engagement and participation (to assemble, to deliberate and to take action on public problems or issues of community members) is important and highly valued by the City.

b. The purpose of citizen engagement is to provide broad, inclusive, deliberative and meaningful participation in the policy process with the general public and stakeholders from the public, private, and nonprofit sectors. The public should have the fullest opportunity to meaningfully participate in governance and the policy process and to provide the City and all related authorities with the benefits of their collective expertise and information.

c. The principles for citizen engagement set forth in Section 3 are in addition to notice and comment or public hearings required by law.

d. A Citizen Engagement Policy Manual could be a helpful tool to guide the City and its partners in the use of strategies satisfying the citizen engagement principles set forth in Section 3.

Section 5. Implementation and Reporting

No later than 60 days from the passage of this ordinance the City Manager should convene an initial public engagement session. The City Manager should present periodic updates to the

Neighborhoods Committee on the development and/or implementation progress of the policy and further efforts by the City to enhance community engagement. The City Manager should present to Council an annual report on the status of the engagement program (e.g., goals, objectives, and benchmarks, and actual performance on goals, objectives, and benchmarks).

City of Cincinnati

801 Plum Street, Suite 346A
Cincinnati, Ohio 45202

Phone (513) 352-5280
Email liz.keating@cincinnati-oh.gov
Web www.cincinnati-oh.gov

Liz Keating
Councilmember

Motion

WE MOVE that all agenda and calendar items that deal with an LLC of any kind include a list of all members of the LLC in the summary portion of the item. Inclusion of this information would provide more transparency for the public and allow for more diligent conflict checks by Councilmembers.

Councilmember Liz Keating

MM
CAL
8/24

City of Cincinnati

801 Plum Street, Suite 349
Cincinnati, Ohio 45202

Phone (513) 352-4610
Email david.mann@cincinnati-oh.gov
Web www.cincinnati-oh.gov

202102641

David S. Mann
Councilmember

August 24, 2021

We move that the City Administration prepare a report to lay out a roadmap to implement the recommendations of the Economic Development Reform Panel. Report Attached.

David S. Mann DT
Councilmember David Mann

Statement:

Some months ago, as the city was hit by a series of federal indictments involving corruption by members of Cincinnati city council, I authored legislation creating a so-called "Corruption" Reform Panel (Economic Development Panel) to study a range of issues and propose meaningful local reform. The Panel has completed its work.

We were blessed to have the leadership of retired Judge Ann Marie Tracey, former Chair of the Ohio Ethics Commission. Panel members included UC College of Law Dean Verna Williams and Guy C. Guckenberger, retired Judge and form Hamilton County Commissioner and former longtime member of Cincinnati City Council.

It is now time to take the next step and create a roadmap to implement the recommendations of the report.

ECONOMIC DEVELOPMENT REFORM PANEL RECOMMENDATIONS AND REPORT

July 29, 2021

TABLE OF CONTENTS

EXECUTIVE SUMMARY

The Economic Development Reform Panel ("EDRP" or "Panel") submits this Report pursuant to City Council Ordinance No. 384-2020. This ordinance provides the Panel's mission: to study "the City's development process" and "mak[e] recommendations. . . regarding best practices and ways to . . . better insulate it from political influence and cronyism." Referring to the indictments and conviction that spurred creation of the EDRP, the ordinance observed that "citizens of Cincinnati have lost trust and confidence in City Council."

With these goals in mind, the Panel examined the City's existing development process, the attendant rules and myriad agencies governing it, as well as applicable local, state, and federal laws. It also reviewed best practices from other jurisdictions. As a result, the Panel formulated recommendations designed to improve transparency and accountability throughout City government—not merely those aspects addressing development. Guided by the philosophy that creating and maintaining an ethical culture throughout is the best preventive against graft, cronyism, and other forms of corruption and misconduct, the Panel recommendations that follow take a broad approach, treating all those who work in and with City Hall as essential to protecting the public trust.

The impetus for this report has been the allegations of corruption levied at elected officials in connection to the development process. It is important in restoring the public trust to emphasize that the Panel is aware of no allegations of inappropriate behavior by the City administration, its employees or by developers. Nor have there been any concerns about improper behavior by City employees brought to the attention of the Panel. Rather, the Panel has taken this opportunity to review development practices, ethics rules, and conduct of public officials from a holistic perspective. Accordingly, the Panel's recommendations include proposals for building a culture of good government and ethics not only for City elected officials, but across the City government as a whole.

The Panel's recommendations fall into the following general categories: requiring conformity to certain standards of behavior; better informing stakeholders, including the public, of those requirements; training with respect to obligations and rights; and restricting behaviors that may or do undermine confidence in the fairness of the development process.

In this regard, the following summarizes the Panel's recommendations:

1. Enactment of an ordinance prohibiting elected officials from soliciting or accepting, and developers from making, contributions while a matter involving the developer is before City Council;
2. Enforcement of new rules prohibiting elected officials from interacting with developers relating to contract negotiations, as well as measures to streamline the existing process;
3. Establishment of codes of conduct and training about expected behaviors for elected officials, their staffs, and developers, among others;

4. Strengthen and enhance ongoing education of City employees about their duties and those with whom they interact under the City's codes of conduct and ethics, personnel policies, and administrative regulations;
5. Enhancement of the City's confidential whistleblower hotline;
6. Review of the ongoing forensic audit upon completion and action to determine possible links between campaign contributions and development contracts;
7. Explore measures to simplify the development process and make it more accessible;
8. Expand requirements to report misconduct to appropriate officials; and
9. Council should appropriate funding sufficient to prioritize and implement the above recommendations.

This Report is divided into the following sections: Executive Summary, Background, Development Process, Training, Confidential Whistleblower Hotline, Campaign Contribution Regulations and Increasing Transparency & Disclosure, Code of Conduct, and Conclusion.

I. BACKGROUND

On December 16, 2020, City Council passed Ordinance No. 384-2020 ("the ordinance") establishing the Economic Development Reform Panel to make recommendations to address the loss of public trust and confidence in City Council after the indictment of several members of City Council on corruption or misconduct charges. Three of the indictments related to allegations of soliciting or accepting payments from developers in exchange for votes supporting certain economic development projects. The Panel's mission was to study the City's development process and make recommendations regarding best practices and ways to improve the process to better insulate it from political influence and cronyism. Council charged it to present recommendations to the citizens of Cincinnati, the Mayor, and City Council by August 1, 2021.[1]

The Mayor proposed, and Council approved on February 3, 2021, the appointment of the nine Panel members. As Council prescribed, the Panel members include academic and business leaders as well as members with expertise in managing ethics issues. They are:

1. Ann Marie Tracey (Chair): Retired Hamilton County Court of Common Pleas judge; professor emeritus, Xavier University; former Assistant U.S. Attorney for the Southern District of Ohio; former Chair, Ohio Ethics Commission;
2. Alicia Bond-Lewis: Partner, Dinsmore & Shohl LLP;
3. Tim Burke: Principal, Manley Burke LPA; Former Chair of the Hamilton County Board of Elections and of the Hamilton County Democratic Party;
4. Bobbi Dillon: Senior Manager, State Government Relations, Procter & Gamble Company;

[1] Ordinance No. 384-2020 initially set a due date of May 1, 2021; however, Ordinance No. 31-2021 revised the due date to August 1, 2021.

5. Guy C. Guckenberger: Retired judge having served on the Hamilton County Municipal Court, First District Court of Appeals and (as a visiting judge) the Common Pleas Court; former Hamilton County Commissioner; former Cincinnati City Councilmember;
6. Dan Schimberg: President, Uptown Rental Properties, LLC;
7. KZ Smith: Senior Pastor, Corinthian Baptist Church;
8. Bernadette Watson: Retired City of Cincinnati Public Information Officer, Cincinnati Health Department; former Chief of Staff for Mayor Charlie Luken; and
9. Verna Williams: Dean and Nippert Professor of Law, University of Cincinnati College of Law.

The ordinance directs that the Panel engage in the following:

a. consult municipal finance, development, and campaign contribution experts;
b. review and evaluate the City's use of public incentives for development, including direct award, loans, and tax abatements;
c. determine how well and with what clarity the City establishes and then achieves its goals in providing public incentives to development projects without allowing developers to benefit at a higher level than justified by the public benefit to the City;
d. review best practices in other cities across the country;
e. study possible links between campaign contributions and the award of development contracts and/or significant changes in the final form of a development contract;
f. propose ways in which the City could track connections between campaign contributions and the award of public incentives to development projects;
g. propose a Code of Conduct for the City's elected officials and developers, which Code should require developers to report inappropriate requests from the City's elected officials;
h. recommend whether contract awards should be prohibited to developers who made campaign contributions to Council candidates within the prior twenty-four months; and
i. recommend whether the City should establish a hotline by which any citizen, including developers, can report in confidence any inappropriate request or demand from any public servant, elected or otherwise.

The Panel began meeting bi-weekly on February 12, 2021, and met weekly from mid-June through July. All the meetings were broadcast live on CitiCable. The panel heard from various speakers on a range of topics,[2] and several key players in the City provided important background information to the panel.

[2] The presentations from the various speakers can be found in the meeting packets posted on the panel's webpage. https://www.cincinnati-oh.gov/council/economic-development-reform-panel/

City Manager Paula Boggs Muething spoke to the Panel on the charter roles of the Mayor, City Manager, and Council. She also discussed the new initiatives of her office including the creation of an Office of Constituent Affairs ("OCA") and the restructuring of the Department of Community and Economic Development. Markiea Carter, the City's Director of the Department of Community and Economic Development, spoke about the breadth of the work done by her department, the City's Development process, the types of financial incentives available to developers and interactions with both developers and elected officials. Katherine Keough-Jurs, City Planning Director, spoke about zoning and planning issues and how they relate to the development process. The Panel also heard from the interim director of the City's Office of Data and Performance Analytics, Kelly LaFrankie, regarding the new open data platform being created for the Cincinnati Elections Commission and the ability of the City to provide timely public access to reports of campaign contributions and other data submitted by candidates and elected officials.

Outside experts also assisted the Panel with its work. Phil Richter, Executive Director of the Ohio Elections Commission spoke about Ohio elections law, required campaign filings and campaign contribution limits. Chris Bryant, the Rufus King Professor of Constitutional Law at University of Cincinnati Law School, and Evan Gildenblatt, a third-year law student, spoke about constitutional First Amendment issues related to restrictions on campaign contributions, pay to play laws, and restoring public trust after experiencing corruption. Paul Nick, Executive Director of the Ohio Ethics Commission, spoke to the Panel on Ohio ethics laws, restrictions on the acceptance of gifts by public officials, and required financial disclosures. Mr. Nick gave the panel a national perspective of best practices being adopted by municipalities throughout the country, as well as in Ohio. These efforts included the drafting of codes of conduct, creating ethics officers and commissions, placing requirements on those doing business with a city, such as developers, and approaches with respect to training and whistleblower hotlines.

The Panel created an email address to allow the public to send ideas and comments to the panel. A total of 23 emails were received. Of those six were from the public, four were from news media, and thirteen of the emails related to a decision by the Greater Cincinnati Port Authority to sell property on Reading Road, which the Panel had no jurisdiction to address.

The Panel also held two public meetings, on April 9, 2021, and July 9, 2021, in order to solicit input from the public. Both meetings were advertised on the EDRP webpage as well as on the City's main webpage and social media sites. The July 9th meeting was also the subject of a Cincinnati Enquirer article[3] and was also promoted by Cincinnati Public Radio on WVXU.[4] Prior to the July 9th public meeting, the Panel released a summary of its proposed recommendations to the public to allow the public

[3] https://www.cincinnati.com/story/news/2021/07/08/cincinnati-corruption-task-force-recommendations/7898928002/

[4] https://www.wvxu.org/post/development-reform-panel-plans-public-hearing-recommendation-deadline-nears#stream/0

to review and comment on the proposed recommendations. Five people spoke at the April 9, 2021, meeting, and three people spoke at the July 9, 2021, meeting. After considering the information from the speakers, the public, and the panelists, this report details the recommendations from the Panel.

The Panel's recommendations fall into five integrated areas that Council and the Mayor should consider and adopt in order to deter corruption and misconduct. These areas are the Development Process, Training, Confidential Whistleblower Hotline, Campaign Contribution Regulations and Increasing Transparency & Disclosure and Code of Conduct.

II. DEVELOPMENT PROCESS

The efforts of the Economic Development Reform Panel have naturally revolved in large part around the development process. Development in Cincinnati can be an extremely complicated process and, consequently, the Panel has taken time to try to unpack and understand the process. This section provides a summary of key aspects of the development process in order to provide context for the Panel's recommendations.

The larger the project, the likely more complicated the project is, requiring both multiple levels of reviews and approvals and potentially financial assistance from the City. The failure of any of these may make the difference between whether the project happens or dies. The breadth of reviewers and approvals required for a successful development acts as a safeguard against corruption by City employees. No project can move forward without the buy-in of multiple departments, approvals from independent boards and commissions, multiple public hearings, and eventually Council approval for legislative actions.

It should also be recognized, however, that the smaller or first-time developer may need special assistance in navigating the complexities of development in Cincinnati. It is important that this assistance should come from the City administration, not elected officials, except, perhaps, for an elected official to direct the developer to the appropriate administrative office designated by the City Manager capable of providing assistance.

A. FINANCIAL ASSISTANCE

City financial assistance to developers comes in a variety of ways. Some of it is essentially non-discretionary. If a project meets the pre-existing conditions defining the requirements for a particular financial benefit the developer is essentially assured the benefit. The bulk of discretionary City incentives are contingent on analysis of developer and project financial information. Some financial assistance is competitive and discretionary, subject to complicated negotiated contracts that require involvement of legal counsel for developers as well as the City. Such assistance may also include the sale of City property at an incentivizing negotiated price.

B. LAND USE AND ZONING APPROVALS

Projects may also require several administrative, quasi-judicial and/or legislative approvals from multiple boards and commissions (for example, the Planning Commission, the Zoning Hearing Examiner, the Historic Conservation Board, the Zoning Board of Appeals, the Building Board of Appeals) and City Council. The rules and procedures for each are different. Appropriate interaction between elected officials and those bodies varies and should be defined in an ethics policy for elected public officials and their staffs. Appropriate enforcement mechanisms must be a part of that policy.

C. CITY COUNCIL IS A LEGISLATIVE BODY

Cincinnati has a City Manager form of government.[5] Authority over day-to-day operations and administrative authority is vested with the City Manager as chief administrative officer of the City.[6] The legislative powers of the City are vested in the Council.[7] City Council and the Mayor make policy affecting development. They do so by adopting legislation establishing the criteria which must be met to be eligible for financial assistance.

They also do so by adopting ordinances authorizing the City Manager to execute contracts awarding such benefits. The role of Council under the City Charter, however, is limited to the legislative approval of such contracts. Councilmembers are not permitted to play a role in directing the administration, or a developer, in the negotiation of such contracts. Council may as a part of the legislative process adopt, amend, and adopt, or defeat such ordinances. The Mayor may sign and approve ordinances adopted by Council or exercise the Mayor's veto power.

D. RECOGNIZING LIMITS

Council should adopt a provision as a part of its Code of Conduct[8] recognizing that Council's role under the Charter is legislative and that both Council and its members and the Mayor "[e]xcept for the purpose of inquiry...shall deal with that part of the administrative service for which the City Manager is responsible, solely through the City Manager."[9] Under the City Charter, Council's authority is purely legislative, which in the development realm means:

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[5] *See* City Solicitor Opinion re Charter Roles, Generally and in Economic Development (January 26, 2021).
[6] Charter, Article IV.
[7] Charter Article II Section 1.
[8] Throughout these recommendations the Panel refers to codes of conduct. The Panel is not tied to this nomenclature. By this is meant a set of the ethical rules and good government practices necessary to ensure the stakeholders subject to them understand their obligations as public servants and those doing business with the City.
[9] Charter Article IV Section 2.

1) Setting general policies applicable to economic development (*e.g.,* tax incentive policy),
2) Helping to communicate constituent concerns (including developer and community) to the City Manager for report and possible action,
3) Voting whether to approve the economic development projects brought to Council by the City administration; and
4) Voting on legislative approvals where required by law.

If the Mayor or Council has concerns about a project before Council, then the option available, under the Charter, is for the Mayor and Council to work through the City Manager. The Mayor and Councilmembers are not to direct City employees on matters of administration except for the purpose of inquiry related to making laws. While the Mayor has the authority to negotiate with external parties in conjunction with the City Manager, City Council does not.

To reinforce the role of Council as the Charter mandates the Panel endorses the following measures already taken by the City Manager:

1) The establishment of a Constituent Affairs function in the City Manager's office. (Constituent inquiries from Councilmembers and the public are directed by all city staff to an assistant City Manager for tracking and response).
2) Directing the city administration and solicitor's office to provide all inquiries from Councilmembers or the Mayor on development deals directly to the City Manager for coordinated response, including requests for substitute versions of development legislation.
3) The City administration's provision of consistent, coordinated, and comprehensive onboarding and ongoing training for Councilmembers regarding Council's role under the Charter, as well as the functions and operations of City departments. The City Manager, likewise, should ensure that City employees are aware of City Council's appropriate role under the Charter.

E. <u>LIMITS REGARDING NONFINANCIAL LAND USE APPROVALS.</u>

With regard to the approvals or denials of various non-financial matters related to development, the roles of the Mayor and Council also need to be emphasized and defined. The Mayor has the right, subject to the advice and consent of Council, to appoint the members of most boards and commissions dealing with development. The City Charter or ordinances define some membership requirements.

When the Planning Commission is dealing with a legislative matter, elected officials have the same right as any citizen, for example, to urge the Planning Commission to recommend the approval or denial of a zone change or amendment to the Zoning Code. Elected officials are free to appear before the Planning Commission or send written materials to the Commission just as are citizens, community Councils, or

developers. However, the situation is different when the Planning Commission is acting in a quasi-judicial capacity. Similarly, the Zoning Hearing Examiner, the Historic Conservation Board, the Zoning Board of Appeals, or the Building Board of Appeals almost always act in a quasi-judicial capacity. In those circumstances the role of elected officials is limited, as is that of any citizen. Quasi-judicial proceedings are essentially trials. The body hearing the matter is expected to make decisions solely on the record before them and not be influenced by private communications with anyone. Elected officials or their staffs may testify before such bodies, but as with any other witness, they would do so under oath and subject to cross-examination. It is improper for them to communicate privately with the decision-makers in such proceedings.

Council should adopt an ordinance requiring that the Zoning Hearing Examiner or any member of a board or commission conducting quasi-judicial proceedings who is contacted privately by an elected official or the staff member of an elected official regarding a matter coming before them report such contact to the City Solicitor and include a recognition of this limitation in the Code of Conduct.

F. FORENSIC AUDIT TRANSPARENCY

Following the creation of the Economic Development Reform Panel the City adopted Ordinance No. 216-2021 approving funding for a forensic audit of City Council ordinances related to economic development between January 1, 2018, and December 31, 2020. The results of that audit should be publicly released. City Council should consider those results and determine if additional work is necessary to study possible links between campaign contributions and development agreements.

G. TAKE ADVANTAGE OF 2020 CENSUS

Detailed 2020 census data will soon be available. The City Planning staff should analyze that data and report to Council on the impacts that development incentives have had on the City population and where those impacts have occurred. Attention should be given to noting what neighborhoods have and have not benefitted. It may be necessary to seek assistance in that analysis from appropriately skilled experts which may well be found at one or more of our local universities.

H. TRAINING

In other sections of this Report, ethics training is discussed in detail. In addition to training for public officials and city employees, the City should also offer such training to developers. It may be done in a variety of ways, and an applicant for City assistance should be advised of that training and acknowledge in writing it has been made available.

I. SUMMARY OF SPECIFIC RECOMMENDATIONS

1) City Council should adopt an ordinance approving a Code of Conduct for elected officials, and elected officials should acknowledge in writing receipt of the Code of Conduct, and newly elected officials should do so at or before the first meeting of Council at which they are seated, the original of which shall be filed with the Clerk of Council.
2) The Code of Conduct should include recognition that the role of Council is legislative and that members of Council and the Mayor and their staffs may not, except for the purpose of inquiry, attempt to direct the administrative service for which the City Manager is responsible.
3) The Code of Conduct should include recognition that developers seeking financial assistance or land use approvals from the City should be directed to the City Manager's office.
4) The Code of Conduct should specifically include a recognition of the obligation of elected officials and staff to not attempt to privately interfere with quasi-judicial proceedings of boards and commission or the Zoning Hearing Officer.
5) Council should adopt and the Mayor should sign an ordinance requiring the Zoning Hearing Officer and members of boards and commissions considering quasi-judicial matters to report any private contacts from elected officials or their staffs attempting to influence the outcome of such matters to the City Solicitor.
6) Council and the Mayor should ensure that the results of the forensic audit funded by Ordinance No. 216-2021 are publicly released without delay and publicly determine if additional steps are necessary.
7) The Mayor, Council, and the City administration should utilize the 2020 census to assist in evaluating the impact of the City's financial development incentives, where they have been utilized, the impact they have had on population, and identifying the communities that have and have not been benefited. Planning staff may be able to conduct such evaluation, but City Council and the Mayor should be prepared to fund independent experts who may be found at a local university to complete such a study.
8) The Development, Building, and Planning Departments should be required to notify applicants for City financial assistance, City land, building permits, or zoning relief of the training available to guide the ethical processing of such applications. The applicants should acknowledge receipt of such information in writing.

III. TRAINING

The Panel recommends ethics/good government training for elected officials and their staff, City employees, and developers. After reviewing materials regarding best practices in government, consulting with experts, and engaging with the public in hearings, the Panel has determined that such training will help create an ethical culture by providing the necessary knowledge to avoid running afoul of rules, to identify breaches of them, and to enforce clear lines of authority and appropriate behavior. In this connection, as discussed below, the Panel recommends mandatory, job-specific training at regular intervals for elected officials and their staffs, as well as City

employees. With regard to elected officials and their staff, the Panel recommends that Council and the Mayor work together to develop and adopt rules requiring attendance at such training. The Panel also recommends voluntary training for developers on the development process and conduct expectations. Globally, the City should develop and make accessible materials explaining expectations for conduct, as well as the ethical rules and good government practices to ensure all elected officials and City workers understand their obligations as public servants. In addition, information about ethics, the code of conduct, and other important rules should be easily accessible to employees so they can get assistance whenever they need it.

Pursuant to a May 2021 Charter Amendment, Councilmembers must complete a course approved by the Ohio Ethics Commission covering Ohio ethics law within the first 60 days after taking office. Thereafter, the City Manager's office provides voluntary training on ethics and charter responsibilities four to six times a year. As the following details, the Panel recommends mandatory, regular training in ethics and expected behavior for elected officials, their staff, and City employees and that training is offered for developers.

When Paul Nick, Executive Director of the Ohio Ethics Commission, addressed the Panel on March 26, 2021, he identified five jurisdictions engaging in model practices regarding ethics. Three required training: Chicago, Illinois; Philadelphia, Pennsylvania; and Cuyahoga County, Ohio. In Chicago, a broad range of persons must complete regular training annually and/or quadrennially: elected officials, City employees, and registered lobbyists. A fine of at least $200 may follow failure to comply.[10] Philadelphia requires annual training for "all elected City officers, all cabinet members, all City department heads, and all board and commission members, and their respective staff members."[11] The substance of the training depends upon the position. The regulation encourages other City employees to attend voluntarily and authorizes supervisors to require certain members of their staffs to participate.[12] Cuyahoga County requires training for all elected officials, employees, and board members within their first 30 days at work, and annually thereafter.[13] The County Department of Human Resources provides the necessary instruction.

Cincinnati Law third-year student Evan Gildenblatt discussed the importance of ethics training and education in his April 23, 2021, remarks to the Panel. Gildenblatt earned his MPA from Kent State University, where he conducted research regarding political corruption and public sector ethics. According to Gildenblatt in-house, "manager-led training" was important to demonstrate and "emphasize [institutional] support for the program."[14] Discussing best practices for government, Gildenblatt noted that such training presents a "strategic opportunity to aid general decision-making and

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[10] Paul Nick, March 20, 2021, memo at 2.
[11] Philadelphia Board of Ethics, Regulation No. 7: Annual and Routine Ethics Training (2009), 2.
[12] *Id.*
[13] Cuyahoga County Code Section 403.01.
[14] Prof. Chris Bryant and Evan Gildenblatt, Combatting Corruption: Campaign Finance, the First Amendment, and Restoring the Public Trust, slide 41.

transform organizational culture," as well as "reestablish[ing] public trust in institutions of government."[15] He observed that a robust training regime includes materials designed to address the different needs of groups with different responsibilities – in other words, materials meant for employees would cover different issues and rules than those targeting elected officials or board appointees.[16] In addition, he recommended developing supplemental materials employees can reference when confronting ambiguous situations, as well as identifying persons on staff or within the organization who can answer questions.[17] "The more ethics education that public employees receive, the more likely they are to think themselves able to identify unethical behavior and have the courage to report it."[18] In this regard, regularized training and education are critical to creating an ethical culture and empowering all employees to contribute to its maintenance.

Finally, the Panel heard in public hearings about the complexity of the development process, which was a barrier to new developers, as well as diverse developers the City seeks to encourage. Such concerns reflect a lack of transparency, among other things, which can facilitate unethical behavior. Training developers about the process will help to obviate the need for them to contact Councilmembers, removing one opportunity for unethical conduct to occur. Moreover, educating developers will help level the playing ground for developers who are new to the City or the process.

TRAINING FOR ELECTED OFFICIALS

The Panel recommends that City Council and the Mayor work together to develop and adopt rules requiring them and their staff to attend annual ethics and "good government" training and education.

At present City Councilmembers must receive ethics training within 60 days[19] of taking the oath of office. The Panel recommends building upon that requirement in several key areas. First, relevant training and education materials should be provided to candidates (be included in a candidates' packet when they take out a petition to run, or when alerted of their requirements to file their campaign finance reports) and candidates should be required to sign an acknowledgement of receipt of these materials. Compliance with the training requirement will be made publicly available and promulgated. Such training shall periodically include, as applicable:

- Ethics
- All legal and administrative requirements with respect to campaign contributions and disclosure
- Interaction with developers and constituents
- Role of Councilmembers and the Mayor in development

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[15] *Id.*
[16] *Id.* at slide 42.
[17] *Id.*
[18] *Id.* at slide 41.
[19] The Charter, as amended in May 2021, requires the ethics course to be approved by the OEC, or if no such course is available within the 60 days, an alternative course may be provided by the City Solicitor.

The Panel further recommends that, consistent with the recent Charter amendment, elected officials who fail to get trained will lose their legislative privileges.

A. TRAINING FOR CITY EMPLOYEES

At present, the City administration provides training with respect to ethics requirements and its personnel policies regarding conduct that apply to all employees in the administrative service.[20] The City administration's ethics, conduct, and reporting requirements apply to the City Manager and all employees in the administrative service, including Community and Economic Development, Department of Public Services, and Contract Compliance staff.

The Panel recommends that all City employees continue to receive training and have refresher courses at least annually in these policies and ethics and "good government" practices provided by the City Manager's Office. Employees failing to complete this training will be subject to applicable disciplinary procedures. Training should include, as applicable:

- All relevant requirements, laws, regulations, and expectations
- Address job-specific issues
- Best practices
- Ethics and benefits of ethical behavior
- Contact information for questions

B. TRAINING FOR DEVELOPERS

The Panel recommends that the City Manager's office maintain conduct expectations for developers, as well as those who act on their behalf, consistent with the Code of Conduct discussed above.[21] The City Manager should also provide regular training and information about those expectations. Developers should acknowledge in writing the availability of this optional training.

The training should be available for both new and experienced developers who are local or out-of-City/state as well as their staff and the City's legislative staff, marketed by the City, and be available online to maximize accessibility. Training shall include such topics as:

- Applicable/relevant legal, regulatory, and administrative requirements

[20] Per the Charter, City employees in the mayoral and legislative service (e.g., City Council) are not supervised by the City Manager and have therefore not been required to participate in the Administration's onboarding training process. As part of new employee onboarding and training held by the Department of Human Resources, all employees in the administrative service receive training on the ethics rules as part of the onboarding process.

[21] Lobbyists are regulated at the City, State, and Federal levels and thus are not included here.

- Behavioral expectations
- Appropriate/inappropriate contact with legislators and the importance of understanding Cincinnati's City Manager form of government
- Development processes including planning and zoning.
- Updates

IV. CONFIDENTIAL WHISTLEBLOWER HOTLINE

The City currently maintains a "Fraud, Waste and Abuse Hotline" through its Internal Audit Department. It is available both telephonically and online.[22] According to its website, the hotline "allows employees and citizens to safely and anonymously alert the City to this sort of behavior. Employees calling the hotline are protected under Ordinance No. 468-1987, which prohibits retaliation against employees for whistle blower actions." The hotline is used infrequently, and even then, the subjects of the calls tend to be about matters other than fraud waste and abuse, including issues that do not relate to the City or fall under the jurisdiction of the City. The Panel does not see a need to add a new hotline. However, the Panel does recommend that additional measures be taken to ensure the hotline is better utilized, covers a wider range of concerns, is well publicized and its existence well known.

The Panel recommends that the City reformulate its existing confidential whistleblower hotline to allow and encourage a wider scope of topics reported. The City Manager's office should operate the hotline and invite any person to use the hotline to report unethical, illegal conduct, or inappropriate conduct, conflicts of interest, violations of City or Council behavioral or administrative codes and any inappropriate request or demand from any public servant, elected or otherwise. The name of the hotline should be changed from "Fraud, Waste and Abuse" to one that reflects the broader scope of the reports it is available to receive and so as to further encourage reporting.

The City Manager's office should promote the existence and availability of the hotline, urge its use, and publicize it widely. It should take action on the information provided by hotline callers, and, where appropriate, report back to the caller on action taken. The City should address how to allow confidentiality for those who want it subject to the requirements of Ohio Open Records laws and make clear to callers the applicability of City and state whistleblower protections afforded callers.

Whistleblower hotlines serve a number of functions.[23] They are a valuable means by which an organization can learn of concerns and then investigate them. They are a means by which the caller can raise issues, ask questions, and seek guidance from the appropriate office. As Paul Nick advised the panel, whistle blower hotlines help build an

[22] https://www.cincinnati-oh.gov/manager/internal-audit/internal-audit-fraud-hotline/.

[23] Sources used for this section include Timothy J. Kloppenborg and Laurence J. Laning, *Achieving Success in Non-Profit Organizations,* Ann Marie Tracey, Chapter 4 – Walking the Talk: Serving Stakeholders with Ethics, Values and Good Governance Business Expert Press (2014).

ethical culture and have a deterrent effect. They can also increase trust in the organization and its leaders. For instance, in one local non-profit organization, the first call to the new hotline was a complaint against the CEO: a charge that the organization was overbilling on a contract. The organization investigated the charge and reported back to the caller that as the contract involved was a cost for services contract, no overbilling would result. Such processes reinforce trust in the organization and its leaders. They support morale and assure employees that they are heard without fearing or facing repercussions and in so doing can reduce turnover. Changes to the City's current hotline can better achieve these benefits.

The nomenclature of the present hotline, "Fraud Waste and Abuse," and its home in the Internal Audit Department suggest its scope is limited to those topics and management. In order to encourage callers to report matters beyond fraud, waste, and abuse, such as concepts like unethical or inappropriate conduct and conflicts of interest, the Panel recommends that the name of the hotline be changed to one that reflects the scope of the reports it is available to receive and so as to encourage reporting. Given this broader purpose, the City Manager's office should operate the hotline and take action on the information provided.

Such action should include reporting back to the original caller/ informer. Management and Ethics experts advise that such "closing the loop" supports good employee morale. While disclosing personnel actions typically would be off limits, the City Manager's designee can relate the organization's response. This could be as simple as saying that the appropriate party investigated the complaint made findings and then took appropriate action. This approach reinforces for the employee that reporting the conduct or concern was the right thing to do, and that misconduct is unacceptable. Consequently, where appropriate, the City Manager's office should report back to the caller on action taken.

Confidentiality for callers is key to encouraging their use of a hotline. Because of the sensitive nature of reporting illegal, unethical, or inappropriate conduct, callers, especially employees, fear reprisal. Therefore, it is important for the City to continue to address how to allow confidentiality for those who want it and making it available to them. One such way the Panel recommends for doing this is for the City to continue to notify those providing information by phone or online that Ohio Open Records laws may preclude their identity remaining confidential if they provide their name.[24] While the current hotline does allow callers to choose not to disclose their identity, an anonymous report is harder to investigate. The City should also make clear to callers the applicability of City and state whistleblower protections afforded callers.

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[24] The City currently advises: "If the caller wishes to remain completely anonymous, Internal Audit will collect no data that could be tied to the caller." The City also so advises on its hotline website: "Employees calling the hotline are protected under Ordinance No. 468-1987, which prohibits retaliation against employees for whistle blower actions." https://www.cincinnati-oh.gov/manager/internal-audit/internal-audit-fraud-hotline/.

Given the paltry number of calls to the existing City hotline, the Panel recommends that the City Manager should regularly promote the existence and availability of the hotline, encourage its use, and publicize it. One way the Panel recommends that this occur is by the City including it, together with the attendant protections, in the training of City employees with respect to behavior expectations.

Another way for the City Manager to promote the hotline is to provide training with respect to whistle blower protections against retaliation that are afforded hotline callers under Ohio and Cincinnati laws. Ohio Revised Code 4113.52 provides such protections.[25] The state provisions extend to the report of wrongdoing related to development and related activities in the City of Cincinnati. Additionally, the City of Cincinnati's Municipal Code Section 308-79 provides anti-retaliation protections for City employees who report suspected wrongdoing. There are also numerous whistleblower programs at the federal level, including through the Department of Justice's Office of the Inspector General.[26] These programs typically protect federal employees and federal contractors that report wrongdoing and protect against retaliation.

The Panel also recommends that the existence of the hotline and the prohibition against retaliating against those who use it be included in the Codes of Conduct, and further recommends that elected officials recognize in their code the right of employees to report misconduct without retaliation and sign the Code of Conduct at their first meeting.

V. CAMPAIGN CONTRIBUTION REGULATIONS AND INCREASING TRANSPARENCY & DISCLOSURE

Reforming the City's regulations on campaign solicitations, contributions, and disclosures is an important component in a broad program of reforms covered in the Panel's recommendations. As courts and experts have noted, campaign contributions present a unique risk for unethical behavior through pay-to-play, which is why it is crucially important to have well-regulated campaign contribution rules and restrictions that prioritize disclosure and transparency to the public. Campaign contribution regulation alone cannot eliminate corrupt behavior, as past incidents have demonstrated, but targeted, restricted regulation as part of a broader package of ethics reform can have significant impact.

Therefore, the Panel recommends:

- City Council adopt an ordinance that prohibits the Mayor and Councilmembers from soliciting or accepting, and a developer from making, any contributions from the time a matter involving the developer is transmitted to the Clerk of Council until the matter is disposed of by final action of Council and the Mayor;
- City Council create a specific definition for "developer" for the purposes of this section;

[25] *See* https://codes.ohio.gov/ohio-revised-code/section-4113.52.
[26] *See* https://oig.justice.gov/hotline/whistleblower-protection

- City Council adopt an ordinance that requires the Mayor, Councilmembers, and candidates for those offices to file with the Cincinnati Elections Commission copies of all campaign finance reports of other campaign accounts or committees over which they have control, and that the City administration makes those available on the City website and searchable where possible; and
- the City create and maintain an "active developer" list that is published on the City's website.

A. CAMPAIGN CONTRIBUTION RESTRICTIONS

As part of the Panel's charge, the Panel has examined campaign contributions, their potential effects on the economic development process, and what regulations should be put in place to create an environment that encourages ethical behavior in this space. In doing so, the Panel has prioritized situations most at risk for pay-to-play schemes and illegal behavior based on the development process and the roles of various parties, including developers, the City administration, and elected officials.

In researching, the panel heard from experts Chris Bryant, Rufus King Professor of Constitutional Law, and Evan Gildenblatt, a Law student, from UC Law School who earned his master's degree in public administration from Kent State University, regarding Constitutional issues related to restrictions on campaign contributions, pay-to-play laws, and methods to restore public trust after corruption issues. Professor Bryant provided a brief history of court decisions on campaign contributions and efforts to limit pay-to-play in government contracting and decision-making. Ultimately, while there are some constitutional limitations on the restrictions that can be implemented,[27] federal circuit courts have upheld certain types of restrictions, such as those that are limited in scope, meant to address demonstrated past incidents of corruption, and that are part of a broader package of reforms to restore the public trust.

Elected officials soliciting for or receiving campaign contributions from a developer while that developer has business on the City Council calendar pose great risk for corruption and undue influence.

Many economic development projects take several months or even several years to come to fruition. Much of that time is spent working with the City administration, the community, and other external parties to put all of the pieces together. Some projects never make it through the initial process and Council is never asked to take action on them. Ultimately, however, whether a certain project moves forward usually depends on official action taken by the City's elected officials, which is an approval vote of City Council.[28] By allowing elected officials to solicit or receive contributions from developers during the time period that the developer's project is officially before them increases the risk that the developer may be asked or offer to make a campaign contribution in exchange for the elected official taking that official action.

[27] For full summary, please see appendix outlining Constitutional Issues Surrounding Campaign Contributions and Expenditures.

[28]The Mayor has legislative veto power, also, which can be overridden by a supermajority of City Council.

The Panel recommends that City Council adopt an ordinance that prohibits the Mayor and Councilmembers from soliciting or accepting, and a developer from making, any contributions from the time a matter involving the developer is transmitted to the Clerk of Council until the matter is disposed of by final action of Council and the Mayor. Final action will vary with the circumstances, but generally occurs upon the end of the exercise of Council and Mayoral authority over the legislative matter (*e.g.*, upon passage of legislation by Council signed by the Mayor, upon conclusion of the veto process, or upon failure of an item in Council).

The Panel also recommends that the City define what constitutes a "developer" for the purposes of this section. The term "developer" is incredibly broad and is defined in very different ways; therefore, it is important for City Council to establish a definition of what constitutes a developer for this purpose in order to set clear expectations for those working in and around economic development, including the City administration who will need to oversee the regulations.

For purposes of this section, the Panel recommends that the definition of developer include, at minimum, the following criteria:

1. An entity who is pursuing a "qualifying matter" that falls into the following criteria:

    a. Seeking tax or other economic development incentives valued at more than $100,000;
    b. Seeking to purchase City property valued at more than $200,000; and/or
    c. Applying for zoning changes that require City Council approval.

2. And pursuant to section 1:

    a. If the entity pursuing the qualifying matter is an individual, it means the individual and the spouse of the individual.
    b. If the entity pursuing the qualifying matter is a corporation, limited liability company, partnership, trust, or unincorporated association, it means (i) the corporation, partnership, trust, or unincorporated association itself, (ii) the owners, members, partners, directors, and principal officers of such corporation, partnership, trust, or unincorporated association, and the spouses of each.

One key consideration the Panel has taken into account in this definition is the size and scope of the project, which is outlined in section (1) of the definition. It is crucial to include economic development projects that have substantial levels of incentives or significant zoning changes. However, many incentives and regulations that could be considered "economic development" under a broad definition sometimes apply to someone's single family residence or a routine zoning change for a small business. It is important to the Panel that the City not create barriers to entry or unintended legal consequences for individuals who are developing their own homes or a single small project. It is also important to avoid hindering small but impactful neighborhood

development projects. Not only could the inclusion of these have negative unintended consequences, but given their low risk of corruption, it would create an unfair administrative burden.

Section (2) of the definition outlines who specifically qualifies as a developer via their status as an individual or a person within an organization that is receiving the benefit from the City. This definition is meant to ensure that those who have the most to gain from the approval of the project, and therefore would be most susceptible to potential pay-to-play schemes, are subjected to the restriction. It also creates a bright line for the administration of the regulation.

In response to the City Council's direction, the Panel considered, and does not recommend, that developers who contribute to elected officials be barred from receiving contracts with the City for 24 months. This proposal has the possibility of negatively impacting the city's ability to support desirable growth, whether intentionally or unintentionally. Many developers, individuals, or businesses often do not anticipate at least two years in advance if they are going to take on a particular project or especially in the case of small businesses, need incentives to grow. Additionally, this proposal could essentially bar certain people from making any contributions ever to councilmembers, even if those individuals are city residents who have an interest as citizens and community members in the election of the mayor and council. The panel preferred to take a more targeted approach.

The Panel reviewed various documents outlining the current laws and regulations for campaign contributions in the City of Cincinnati and State of Ohio. This included the 2018 Charter Amendment that closed the "LLC Loophole" by requiring any contribution to a candidate from an LLC be attributed to an individual owner so that an individual could not contribute through multiple LLCs. This ensures they are held to the $1100 individual contribution limit. The Panel commends this notable step in reducing the risk for those who own multiple LLCs to have an outsized influence and possibly be more susceptible to pay-to-play solicitations.

The Panel also considered imposing a lower contribution limit for developers. A reduction of the campaign contribution limit, generally or for a specific group of people, would require a Charter amendment compared to restricting the period during which a developer may contribute to elected officials, which can likely be done by ordinance alone. It is also worth noting that the City of Cincinnati campaign contribution limit for individuals, which is $1100, is among the lowest compared to many jurisdictions. The State of Ohio limits contributions by an individual to state legislative candidates to $13,292.35 per election cycle. Many other cities in Ohio have adopted the state's limits and several have no contribution limits at all. Choosing to further limit the amount an individual can give, particularly after the closure of the so-called LLC Loophole would likely have minimal effect on the risk for pay-to-play.

As noted above, the Panel has prioritized situations most at risk for pay-to-play schemes and illegal behavior based on the development process and the roles of various parties, including developers, the City administration, and elected officials. Following the creation of the Economic Development Reform Panel, the City adopted Ordinance No. 216-2021 approving funding for a forensic audit of City Council ordinances related to economic development between January 1, 2018 and December 31, 2020. The results of that audit should be publicly released. City Council should consider those results and determine if additional work is necessary to study possible links between campaign contributions and development agreements.

B. DISCLOSURE AND TRANSPARENCY

Every expert on ethics who spoke to the Panel noted that disclosure and transparency were two of the best ways to deter unethical and corrupt behavior and to ensure public trust. As noted above, Evan Gildenblatt presented methods to restore public trust after corruption issues, and he emphasized that not only were disclosure and transparency important, but that those efforts also needed to include communicating disclosures in an accessible way to the public.

To that end, the Panel had a presentation by Kelly LaFrankie, Interim Director, Office of Data and Performance Analytics, regarding the capabilities of OPDA and specifically, its ability to place information on the City's website in an accessible, searchable manner.

The Panel reviewed various documents outlining the current laws and regulations for campaign disclosures in the City of Cincinnati and State of Ohio and found that reporting frequency is consistent with other states and municipalities. However, the City of Cincinnati does not currently publish on its website all campaign finance reports of other campaign accounts or committees over which the Mayor or individual Councilmembers have control. If an elected official making decisions on behalf of the City has another political account, the public should be given access through the City to see who is making contributions to that account.

Therefore, with respect to the disclosure of campaign contributions, the Panel recommends that City Council adopt an ordinance that requires the Mayor, Councilmembers, and candidates[29] for those offices to file with the Cincinnati Elections Commission copies of all campaign finance reports of other campaign accounts or committees over which they have control. This is in addition to the requirements of Article XIII of the City Charter. They should provide such reports to the Commission

[29] The Charter incorporates the definitions of "candidate" contained in R.C. 3517.01 and R.C. 3501.01(H). A candidate, generally, is someone that has been approved by the Hamilton County Board of Elections for placement on the official ballot as a candidate for Mayor or member of Council. It also includes anyone who at any time before or after an election, receives contributions or makes expenditures or appoints a campaign treasurer for the purpose of election to office.

within 48 hours of their filing with whatever body with which they were otherwise required to be filed. Compliance with this requirement may be satisfied by the officer holder or candidate providing a statement to the Commission that identifies all other campaign accounts or committees which they control in addition to their Mayoral or Council Campaign Committee by providing the name of any such account or committee, the name of its treasurer, the location where the original reports of such account or committee are filed, and an internet link to those reports on a searchable data base. If no such internet link is available, the candidate or office holder shall file a complete copy of such filings with the Commission. The City shall post such information on its website along with the filings of each office holder or candidates required by Article XIII of the City Charter.

In addition to furthering public availability of campaign contributions, the Panel also recommends that the City create and maintain an "active developer" list that is published on the City's website. Developers should be placed on the "active developer list" from the time a "qualifying matter" involving the developer is transmitted to the Clerk of Council until the matter is disposed of by final action of Council and the Mayor. Final action will vary with the circumstances, but generally occurs upon the end of the exercise of Council and Mayoral authority over the legislative matter (*e.g.*, upon passage of legislation by Council signed by the Mayor, upon conclusion the veto process, or upon failure of an item in Council). During the period in which a developer is on the "active developer" list, City Councilmembers and the Mayor should be prohibited from soliciting or accepting any contributions to any of their campaign or political accounts. (See details above in campaign contribution section).

The Panel recommends that prior to or immediately upon entering the "active developer" list, developers should acknowledge in writing these restrictions and their obligation to report a violation by an elected official. This would serve as both an awareness tool and a deterrent for illegal behavior and pay-to-play schemes. This list should be maintained by the City administration and publicly available on the City's website. When an entity rolls off the "active" developer list, the developer should be placed in a separate "archive" section. Given the number of transactions that occur on a daily basis at the City, maintenance of an active developer list would be a significant undertaking. The Panel recommends that Council appropriate sufficient funding to set up and operate this function.

Adding the public disclosure of active developers paired with a searchable database of political contributions to all City elected officials' campaign accounts should provide the public with a significant increase in disclosure and transparency. This will allow the public to hold accountable the elected officials making decisions on their behalf.

VI. CODE OF CONDUCT

The Panel recommends that as further discussed below, Codes of Conduct be established and maintained for elected officials and their staff, the City administration and its employees, appointees, and developers. These codes should address their legal and administrative requirements as well as those with whom they interact, and requirements and protections for reporting impropriety. Receipt of these Codes should be acknowledged in writing and kept on file.

Unethical behavior, as has been seen and alleged recently in Cincinnati and nationally, erodes public trust in institutions of government. Public trust is hard to build, but easy to lose.[30] One step in building an ethical organization is clearly stating policies and expectations. It is for this reason the Panel recommends maintaining and establishing codes of conduct for elected officials, city employees, and developers. For purposes of these recommendations, the Panel uses the term "Code of Conduct," and intends that a code embrace a wide spectrum of behavior ranging from reiterating legal requirements to expected ethical behavior and aspirations.

A code of conduct sets out requirements and makes public officials and employees aware of possible conflicts of interest. At the same time, these rules can alert the public, including those who have contact with City officials, employees, and appointees, what behavior they should be able to expect and when that line is crossed. These behavioral expectations can be included in a "Code of Conduct" that sets the tone for the organization. Cincinnati does so for City administrative employees in its Administrative Regulation 68, Conflicts of Interest and Contracting Ethics, as well as in the City employee handbook, Personnel Policies and Procedures.

Expectations concerning behavior should be agency specific. Instructive expectations "should include what constitutes misconduct, how to report it, and firm non-retaliation policies when employees communicate concerns."[31] Along this line, Mr. Gildenblatt advises that "materials distributed to all public employees and made accessible online should reinforce established ethical boundaries and encourage seeking an expert opinion when faced with a grey area."[32]

Cincinnati City Council and the Mayor agreed with the need for their own conduct guidelines as indicated by the charge to the Panel to "Propose a Code of Conduct for the City's elected officials and developers, which Code should require developers to report inappropriate requests from the City's elected officials."[33] Given the events that led to the formation of the Panel, a more comprehensive approach should be taken: the

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[30] April 23, 2021, presentation by Chris Bryant and Evan Gildenblatt, slide 39.
[31] Timothy J. Kloppenborg and Laurence J. Laning, *Achieving Success in Non-Profit Organizations,* Ann Marie Tracey, Chapter 4 – Walking the Talk: Serving Stakeholders with Ethics, Values and Good Governance Business Expert Press (2014).
[32] April 23, 2021, presentation by Chris Bryant and Evan Gildenblatt, slide 42.
[33] Ordinance No. 384-2020.

development of behavioral requirements for key stakeholders including elected officials and developers as is discussed here. Consequently, it is the recommendation of the Panel that ethical and behavioral requirements should govern the actions of elected City officials and their staffs, City employees and appointees, as well as those who do business with the City. In so doing, it is important to note that the Panel is aware of no allegations of inappropriate behavior by the City administration, its employees or by developers.[34]

The Panel familiarized itself with approaches different municipalities have taken to address ethics and governance challenges. Many have codes of conduct, and the Executive Director of the Ohio Ethics Commission Paul Nick advised that that Chicago has a code of conduct that has been "modeled." The Windy City's code contains extensive guidelines, such as ones with respect to conflicts of interest that pertain to participating in decision-making. Expectations and requirements concerning behavior should be agency specific. Instructive expectations "should include what constitutes misconduct, how to report it, and firm non-retaliation policies when employees communicate concerns."[35]

Crafting a code of conduct for each of the stakeholder groups is best left to those solely charged with this duty and with the necessary expertise and familiarity with best practices and policies. The Panel therefore is not in a position to write a Code or recommend comprehensively what components necessarily should be included in each of the three sets of guidelines it is proffering. Based on our research and review, however, the Panel is in position to recommend topics that should be included in codes of conduct for elected officials and their staffs, City employees and appointees, and developers.

A. CODE OF CONDUCT FOR ELECTED OFFICIALS AND STAFF

City Council and the Mayor should, through an ordinance, collaborate to adopt and reflect requirements governing their behavior in a Code of Conduct for elected officials and staff. This should govern the interaction between elected officials and their staff, with City administration, City employees, and with developers and those who act on their behalf, as well as with each other. Elected officials should hold themselves and their staffs to the same high standards as those governing those with whom they interact. Elected officials should pledge in writing that they will follow this Code of Conduct at or before the first meeting of Council at which they are seated, the original of which shall be filed with the Clerk of Council.

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[34] As noted in the Training section, the City Administration currently has codes of conduct, ethics, and reporting requirements in place for the administrative service. The Panel recommends regular training on these requirements and provision of resources to educate employees on how to identify and report potential issues.

[35] Timothy J. Kloppenborg and Laurence J. Laning, *Achieving Success in Non-Profit Organizations,* Ann Marie Tracey, Chapter 4 – Walking the Talk: Serving Stakeholders with Ethics, Values and Good Governance Business Expert Press (2014).

As further discussed below, the Code of Conduct for Elected Officials and Staff should restrict their involvement in development projects and interactions with developers, including with respect to campaign contributions. It should address how they and their staff interact with boards and commissions and underscore that they must not attempt to interfere privately with quasi-judicial proceedings of boards and commissions or the Zoning Hearing Officer. The Code of Conduct for Elected Officials and Staff should also require reporting wrongdoing on a hotline or otherwise and recognizing the ban on retaliation if others report inappropriate conduct.

While City Council may enact rules governing its behavior, the Panel has inquired, and has not found, any such guidance City elected officials have crafted or adopted for themselves. In order to maintain a level playing field, deter inappropriate behavior, reinforce proper behavior, and re-earn public confidence, City Council and the Mayor should adopt rules for themselves and their staffs that articulate the expectation of certain behaviors and remind of them of others.

While the rules may address a wide span of behaviors, it is essential that some be articulated unambiguously in the area of economic development projects. The rules should address conflicts of interest and maintain proper roles under the City Charter, as is discussed above in the development section. These rules should preclude the involvement of Councilmembers with contract negotiations especially with respect to economic development or interfering in the development process. In order to maintain the impartiality of the development process, the rules should underscore that it is improper for elected officials and their staffs (or anyone else for that matter) to attempt to privately influence the decision makers who will be conducting quasi-judicial hearings and making decisions based on those hearings. In this vein the stated expectations should address how an elected official/staff interacts with Boards and Commissions involved in development issues. These self-governing rules should require the Mayor, or a Councilmember or staff to report an offer of something of value in connection with a development project or public contract.

Finally, it is essential that elected officials encourage their employees to hold them to a high standard. One way they can do this, which the Panel recommends, is specifically to recognize by rule the right and obligation of City employees to report any conflicts of interest or violations of the law they have reasonable cause to believe are occurring to City, state, or federal agencies and recognize that in doing so they are protected by Ohio's Whistleblower Protection Act contained in R.C. 4113.52 and the provisions of Cincinnati Municipal Code Section 308-79, Protected Employees Actions.

B. CODE OF CONDUCT FOR CITY EMPLOYEES AND APPOINTEES

The Panel recommends that the City Manager's office should maintain conduct rules and expectations for all City employees and appointees, and regularly provide training and information about these expectations, together with applicable legal and administrative requirements. In addition to stating expected behavior for all City employees and appointees, the Code should articulate job-related requirements. The

Panel also recommends that certain topics be included, as further discussed below. Specifically, this Code should require reporting of inappropriate behavior, emphasize hotline availability and whistleblower protections, and prohibit interfering in or attempting to influence the City's quasi-judicial proceedings.

There have been no concerns brought to the attention of the Panel regarding improper behavior on the part of City employees and appointees. However, as clear guidelines set the tone and inform what behavior is expected, the Panel addresses them here. In so doing the Panel recognizes that there are some guidelines for City employees are already in play. Administrative Regulation 68 addresses Conflicts of Interest and Contracting Ethics and the City's Personnel Policies and Procedures handbook also sets out expectations and requirements.

The Code of Conduct provisions the Panel recommends with respect to City employees and appointees goes beyond these provisions and fall into four categories. The first is that the guidelines *be specific* with respect to behavioral expectations, and that they correspond with the position responsibilities of the employee, as discussed earlier. For instance, employees working in the economic development process should be familiarized with guidelines not only with respect to their roles, but also with the conduct expectations for City Councilmembers and developers.

The second category emphasizes the importance of employee's *being knowledgeable* with the guidelines and enabling that to occur. In order to reinforce the guidelines and to assure familiarity, the rules should *require participation in training* with respect to expected behavior. When employees know what conduct is expected, they can more readily identify improper behavior and report it.

Next, the guidelines should *inform and impose responsibility* on employees and appointees with respect to upholding behavioral expectations. They should be required promptly to report violations of the Code of Conduct or unethical or illegal behavior to the City Manager, the Ohio Ethics Commission, law enforcement, a designated hotline, or other appropriate designee. At the same time, to facilitate and encourage such reporting, the guidelines should inform employees of the means of reporting improper behavior (*e.g.*, hotlines, designated City Manager representative), and provide that contact information as employees may be reluctant to provide information about inappropriate conduct. In order to underscore its import and to ease concerns, the Code of Conduct provisions should advise of whistleblower protections.

Finally, it is important to uphold transparency and fairness in the development process. Employees and appointees, and others should be reminded of the prohibition against any attempt to privately influence decision makers who will conduct quasi-judicial hearings and making decisions based on those hearings.

C. CODE OF CONDUCT FOR DEVELOPERS

The Panel recommends that the City Manager's office should establish conduct requirements for developers, as well as those who act on their behalf, and regularly provide training and information about these expectations. Review and enforcement may be by the City Manager or the City Manager's designee. As further discussed below, the Panel recommends that the requirements articulated include applicable legal and administrative requirements, training, campaign contributions, reporting violations of the conduct expectations or illegal behavior, and quasi-judicial processes. The City Manager should require the developer to acknowledge in writing receipt of requirements regarding expected behavior and their agreement to abide by an ethics and/or code of conduct.

The Panel recommends that the City Manager establish a Code of Conduct for developers that contains certain components. The rules should advise them of duties they have and restrictions they face if they choose to do business with the City. These are intended to be informative about the development process and developers' appropriate role in it.

The Code should clearly state applicable legal and administrative requirements and should articulate legal and other requirements with respect to elected officials, as well as campaign contributions to elected officials and candidates. Specifically, the code should reiterate that developers should be prohibited from giving campaign contributions to City elected officials as proscribed by law and as set out elsewhere in this report. Because mutual reporting by the public and private sector is the most effective approach for full disclosure, the Panel recommends that their code require developers to immediately report improper solicitations from elected officials. The guidelines should also underscore the impropriety of any attempt to privately influence decision makers who will be conducting quasi-judicial hearings and making decisions based on those hearings.

The Panel further recommends that a Code for developers should address a duty to report. These standards should require them to promptly report violations of the conduct expectations or illegal behavior to the City Manager, law enforcement, a designated hotline, or other appropriate official. Specifically, developers should be required to report any attempt by an elected City official to solicit a campaign contribution when the same is not permitted.

Finally, the City Manager should require the developer to acknowledge in writing receipt of requirements regarding required behavior and their agreement to abide by City requirements and their code of conduct.

VII. CONCLUSION

City Council and the Mayor have charged the Economic Development Reform Panel with helping rebuild public confidence in City government. Members of the Economic Development Reform Panel have taken this responsibility seriously in recommending needed changes to Cincinnati's governance. Based on its review of the current regulatory regime, best practices, and information provided by the public, the Panel has provided an integrated set of recommendations—that is, each supports one another to provide a foundation for building an ethical culture. For example, imposing standards of behavior requires training and education about them. Similarly, restricting campaign contributions necessitates transparency. Requiring City officials, employees, and developers to report violations means these stakeholders and the public must be educated about expected behaviors. Finally, reporting mechanisms such as whistleblower hotlines require robust communications about their existence and, importantly, available protections against retaliation. The Panel has chosen this approach, guided by the imperative of restoring the public's faith in City government and ensuring that the development process is insulated from political influence and cronyism. For the foregoing reasons, the Panel requests that Council endorse this report and take steps necessary to implement the Panel's recommendations as a whole.

city of
CINCINNATI
COUNCILMEMBER
CHRIS SEELBACH

202102463

MOTION

August 30, 2021

We MOVE that the Administration leave the Clifton Ave Bikeway Pilot Project in place while a community hearing is scheduled with the goal of discovering what is working, what adjustments are need in the short & long term, and any other key takeaways learned by the City, institutional partners, & the community from this ongoing pilot project.

We FURTHER MOVE that the University of Cincinnati, Clifton Town Meeting, CUFNA, Tri-State Trails and other groups, neighbors, and individuals be invited to the hearing for a diverse & broad discussion, which will include the review of any specific safety and crash datapoints, with the ultimate goal of improving safety, making needed adjustments, and creating an open dialogue between all parties involved.

801 Plum Street, Suite 350 • Cincinnati, Ohio 45202
P 513 352 5210 • chris.seelbach@cincinnati-oh.gov • www.cincinnati-oh.gov

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city of
CINCINNATI
COUNCILMEMBER
CHRIS SEELBACH

MOTION

August 30, 2021

We MOVE that the Administration review the Downtown late-night flash operations of traffic signals, particularly along Court Street, and reconsider the currently existing one-way stop, one-way yield signals to be all-way stop signals, for the purpose of reducing potential T-bone collisions and providing safer crossings for pedestrians.

As downtown has increased its late-night activities over the last decade, reconsideration of one-way yield signals may improve safety along growing corridors.

We FURTHER MOVE that the report return in 45 to 60 days.

801 Plum Street, Suite 350 • Cincinnati, Ohio 45202
P 513 352 5210 • chris.seelbach@cincinnati-oh.gov • www.cincinnati-oh.gov

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CLERK OF COUNCIL

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city of CINCINNATI

Interdepartmental Correspondence Sheet

202102647

Date: August 26, 2021

To: Vice Mayor Christopher Smitherman

From: Andrew Garth, City Solicitor AWG

Subject: **Resolution – Extend Remote Meetings through 12/31/21**

Transmitted herewith is an emergency resolution captioned as follows:

> **ENCOURAGING** Governor Mike DeWine and the Ohio General Assembly to immediately amend Ohio Revised Code Section 121.22 to enable members of public bodies of the State of Ohio to hold and attend meetings and conduct hearings by means of teleconference, video conference, or any other similar electronic technology, until December 31, 2021.

AWG/CFG/(lnk)
Attachment
345833

{00346343-1}

CFG BWG

RESOLUTION NO. _____ - 2021

ENCOURAGING Governor Mike DeWine and the Ohio General Assembly to immediately amend Ohio Revised Code Section 121.22 to enable members of public bodies of the State of Ohio to hold and attend meetings and conduct hearings by means of teleconference, video conference, or any other similar electronic technology, until December 31, 2021.

WHEREAS, the experience gained over the past sixteen months under emergency measures suspending certain aspects of the Ohio Open Meetings Act has demonstrated the benefit to both the public and members of public bodies of being able to attend public meetings remotely via modern communications technology; and

WHEREAS, in addition to increasing public access and public participation in such meetings, use of this technology supports social distancing necessary to curtail the spread of the COVID-19 virus in the population; and

WHEREAS, the recent increase in COVID-19 diagnoses in the State of Ohio, due to the Delta variant of the virus, underscores the need to continue practicing appropriate health measures to fight further contagion, including but not limited to social distancing; and

WHEREAS, it is imperative that Ohio's citizens not be compelled to choose between preserving their health and in-person participation in public hearings and meetings; now, therefore,

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

Section 1. That the Mayor and this Council hereby call upon the Governor of the State of Ohio and the Ohio General Assembly to immediately amend Ohio Revised Code Section 121.22 to enable members of public bodies of the State of Ohio to hold and attend meetings and conduct hearings by means of teleconference, video conference, or any other similar electronic technology, until December 31, 2021.

Section 2. That this resolution be spread upon the minutes of Council and copies be provided to the offices of Governor Mike DeWine and the Ohio General Assembly through the office of Vice Mayor Christopher Smitherman.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Submitted by Vice Mayor Smitherman

City of Cincinnati

City Hall, Room 346B
801 Plum Street
Cincinnati, Ohio 45202

Phone (513) 352-3640
Email Betsy.Sundermann@cincinnati-oh.gov

202102593

Betsy Sundermann
Cincinnati City Councilmember

August 4, 2021

MOTION

WE MOVE that City Council make no law restricting access to public or private establishments based on the requirement of "vaccine passports" or other proof of vaccination against COVID-19.

Betsy Sundermann
Betsy Sundermann

STATEMENT

New York City government will soon require citizens to show proof of vaccination against COVID-19 to gain access to many indoor public or private venues.

No government should mandate the disclosure of private medical information in violation of the personal decisions of individuals and business owners.

Private businesses may choose for themselves whether to impose proof of vaccination on customers or employees.

J K L Cal

City of Cincinnati

City Hall, Room 346B
801 Plum Street
Cincinnati, Ohio 45202

Phone (513) 352-3640
Email Betsy.Sundermann@cincinnati-oh.gov

Betsy Sundermann
Cincinnati City Councilmember

August 20, 2021

MOTION

WE MOVE the Administration prepare a report detailing the current policies and practices for inspecting high rise buildings.

WE FURTHER MOVE that the report include requirements for buildings in hillside overlay zoning and flood zones.

On June 24, 2021, a twelve-story condominium partially collapsed in Surfside, Florida. Ninety-eight people were confirmed to have died in this tragedy. Citizens of Cincinnati must be ensured that building standards are adequate and regularly enforced to prevent these types of massive collapses. It is especially important for high-risk buildings and high-risk terrain areas to receive proper attention in inspection practices.

The report should outline any current susceptibilities in inspection standards that could put City of Cincinnati buildings at risk to catastrophic collapses like the Champlain Towers South condominium in Surfside, Florida or hillside slippage resulting in damage to housing foundations. The report should also include recommendations from the Department of Buildings and Inspections to improve building safety from massive collapse.

Betsy Sundermann
Betsy Sundermann

Dem
Calendar

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: September 1, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager **202102583**

Subject: **Liquor License – New**

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: 8381434
PERMIT TYPE: NEW
CLASS: D5J
NAME: SOUL SECRETS LLC
DBA: NONE LISTED
1434 VINE ST
CINCINNATI, OH 45202

The Department of Buildings & Inspections has declined comment with their investigation as of today's date.

On June 22, 2021 Over-the-Rhine Community Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: August 13, 2021

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: September 1, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager **202102585**

Subject: **Liquor License – New**

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: 9063360
PERMIT TYPE: NEW
CLASS: D5J
NAME: TROL LLC
DBA: TAPROOM ON LUDLOW
360 LUDLOW AVE
CINCINNATI, OH 45220

The Department of Buildings & Inspections has declined comment with their investigation as of today's date.

On June 22, 2021 Clifton Towne Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: August 13, 2021

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: September 1, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager **202102586**

Subject: **Liquor License – Transfer of Stock**

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: 1095818
PERMIT TYPE: STCK
CLASS: D5 D6
NAME: BULLDOG DUO INC
DBA: BULLDOG
3057-59 MADISON RD 1ST FL & BSMT & PATIOS
CINCINNATI, OH 45209

The Department of Buildings & Inspections has declined comment with their investigation as of today's date.

On June 21, 2021 Oakley Community Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: July 9, 2021

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 9/1/2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: (Dîner En Blanc)**

In accordance with Cincinnati Municipal Code, Chapter 765; (Marc Wertheim) 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 Finance, 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:	Dîner En Blanc
EVENT SPONSOR/PRODUCER:	Coldiron Concessions, Inc.
CONTACT PERSON:	Marc Wertheim
LOCATION:	Secret location to be announced the day of the event
DATE(S) AND TIME(S):	9/11/2021 6:00 PM to 11:00 PM
EVENT DESCRIPTION:	Annual secret location dinner at a location announced the day of the event.
ANTICIPATED ATTENDANCE:	2,000
ALCOHOL SALES:	☐ YES. ☒ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: (N/A)

cc: Colonel Eliot K. Isaac, Police Chief

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 9/1/2021

202102597

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: Madisonville BBQ Festival and 5K**

In accordance with Cincinnati Municipal Code, Chapter 765; Debbie Branscum 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 Finance, 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:	Maddisonville BBQ Festival and 5K
EVENT SPONSOR/PRODUCER:	Madisonville Community Urban Redevelopment Corporation
CONTACT PERSON:	Debbie Branscum
LOCATION:	6111 Madison Rd.
DATE(S) AND TIME(S):	October 2nd, 2021 10:00AM to 10:00PM
EVENT DESCRIPTION:	BBQ Festival and 5K through Madisonville
ANTICIPATED ATTENDANCE:	1,000
ALCOHOL SALES:	☒ YES. ☐ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: (Madisonville Community Urban Redevelopment Corporation)

cc: Colonel Eliot K. Isaac, Police Chief

city of CINCINNATI
Interdepartment Correspondence Sheet

September 1, 2021

To: Mayor and Members of City Council 202102602

From: Paula Boggs Muething, City Manager

Subject: **Hyde Park Lumber Company—Tax Forgiveness**

Reference Document #202102292

On August 2, 2021, the Budget and Finance Committee referred the following item for a report.

> COMMUNICATION, submitted by Councilmember Mann, from Melancthon W. Chatfield, regarding a property at 3500 Glenway Avenue, owned by The Hyde Park Lumber Company, requesting the City of Cincinnati forgive any and all current or back taxes.

In accordance with state and local law, any owner of property in Hamilton County may contest the property taxes owed on a subject property by challenging the underlying property value from which the property taxes are computed. In order to accomplish this, a property owner must file a complaint with the Hamilton County Board of Revisions. More information on this process is available on the Hamilton County Auditor's website: https://hamiltoncountyauditor.org/bor.asp.

cc: William Weber, Assistant City Manager

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 9/1/2021

202102604

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: (Flying Pig Marathon and Queen Bee)**

In accordance with Cincinnati Municipal Code, Chapter 765; (Pig Works) 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 Finance, 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:	Flying Pig Marathon and Queen Bee
EVENT SPONSOR/PRODUCER:	(Pig Works)
CONTACT PERSON:	Jeanette Kiely
LOCATION:	Various throughout the downtown area, Walnut Hills, Hyde Park, Madisonville, and the East End.
DATE(S) AND TIME(S):	10/29/2021 to 10/31/2021 at various times.
EVENT DESCRIPTION:	1 Mile Run, 5K, 10K, 4 Mile Run, Dog Run, Full and Half Marathon
ANTICIPATED ATTENDANCE:	40,000
ALCOHOL SALES:	☐ YES. ☒ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: (identify, if "YES" is checked above)

cc: Colonel Eliot K. Isaac, Police Chief

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: 09/01/21

202102607

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: **SPECIAL EVENT PERMIT APPLICATION: Light the Night Walk**

In accordance with Cincinnati Municipal Code, Chapter 765; Benjamin Groh 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 Fire Department, Metro, Cincinnati Police Special Events Unit, Cincinnati Police District One, Traffic and Engineering Department, Traffic and Road Operations Department and The Health Department. There are no objections to issuing the Special Events Permit.

The particulars of the requested event are as indicated:

EVENT NAME/TITLE:	Light the Night Walk
EVENT SPONSOR/PRODUCER:	The Leukemia and Lymphoma Society
CONTACT PERSON:	Benjamin Groh
LOCATION:	705 East Pete Rose Way (Yeatman's Cove)
DATE(S) AND TIME(S):	10/20/21 1700-2100
EVENT DESCRIPTION:	Celebrate and commemorate lives touched by bloodcancer and to raise funds for their mission.
ANTICIPATED ATTENDANCE:	5000
ALCOHOL SALES:	☐ YES. ☒ NO.

TEMPORARY LIQUOR PERMIT HOLDER IS: N/A

cc: Colonel Eliot K. Isaac, Police Chief

city of CINCINNATI
Interdepartment Correspondence Sheet

September 1, 2021

To: Mayor and Members of City Council 202102648

From: Paula Boggs Muething, City Manager

Subject: **EMERGENCY ORDINANCE – AUTHORIZING LEASE AGREEMENT FOR 2010 AUBURN AVENUE**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to execute any and all agreements and take such other steps as may be necessary in order to lease City-owned real property at 2010 Auburn Avenue in the Mount Auburn neighborhood of Cincinnati to Sunnyside Child Development Center, Inc., or other affiliated organization acceptable to the City Manager.

BACKGROUND/CURRENT CONDITIONS

On August 3, 2011, Cincinnati City Council authorized a five-year lease of 2010 Auburn Avenue to a small business venture, Sunnyside Child Development Center (the "Tenant") for $1.00 per year. The lease was conditioned upon conversion of 2010 Auburn Avenue into a daycare facility from a senior service center (previously leased to Cincinnati Area Senior Services by the City). The lease allowed for a purchase option at fair market value if the Tenant met the operating conditions of the lease and the Tenant, and City came to agreeable terms and conditions for a fair market value sale.

During the course of the original lease term, the Tenant defaulted under several terms of the lease agreement and did not meet the requirements for a sale of the property. Further detail can be found in Council Report #201900436, but issues involved failure vy the Tenant to pay property taxes, failure to pay utility bills, and failure to appropriately maintain the property in good condition and repair. At this time, the lease term has expired, and the Tenant is in holdover under the lease provisions. Since Council Report #201900436 was issued, the Tenant has remedied the default for failure to pay property taxes and utility bills.

DEVELOPER INFORMATION

Sunnyside Child Development Center (dba Corbin Early Learning Center) is a for-profit Ohio Corporation owned by Olivia Darks. The business has been in existence for ten years and has operated at the 2010 Auburn Avenue location for approximately eight years.

PROJECT DESCRIPTION

The Tenant has requested to purchase the property for $1.00. The Tenant has offered to address several deferred capital expenditures to the property including the roof and HVAC, which are the financial responsibility of the Tenant under the existing lease.

The Administration has reviewed the request and does not recommend a sale of the property to the Tenant. The history of default under the current lease agreement and the failure to demonstrate capacity to adequately maintain and operate the building are the basis for this recommendation.

As an alternative to a sale, the Administration is proposing an additional lease term of five years at $1 dollar per year and capital investment by the City to address the deferred capital needs of the property. This includes replacing the existing roof system and investing in the HVAC system, including reimbursing the Tenant for any recently incurred HVAC maintenance costs. This proposal will provide the Tenant with a subsidized lease for five additional years, will remove the burden of pressing capital needs, will get the building into good condition and repair, and will allow sufficient time for the Tenant to make arrangements to relocate the business at the end of the five-year term.

PROPOSED INCENTIVE

The initial incentive authorized by City Council in 2011 was successful in allowing for the creation of a small business venture utilizing a below fair market value lease of a City-owned building.

Over the ten-year period, this small business has received a direct operating subsidy of $334,260 in operating cost savings which has allowed the business to grow and expand. The City is proposing an additional five year period of rent subsidy valued at $108,500 and capital repairs, which have been a deferred responsibility of the Tenant under the existing lease, valued at $86,400 for a total incentive value of $194,900 over the five year period.

This will allow the Tenant savings to invest in a new location to purchase or lease for the relocation of the Tenant's business by the end of the five-year period. DCED's small business team will also be available to assist the Tenant in identifying an alternative location.

PROJECT TEAM & TIMELINE

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

- Assistant City Manager: Billy Weber (Ext. 3318)
- DCED Director: Markiea Carter (Ext. 1953)

- Project Attorney: Samantha Brandenburg (Ext. 4704)

The anticipated council timeline is as follows:

- September 1, 2021: Introduction to City Council
- September 7, 2021: Budget and Finance (#1)
- September 13, 2021: Budget and Finance (#2)
- September 15, 2021: City Council for Final Approval

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs

Location

Site Photo

EMERGENCY

City of Cincinnati

ZDS

BWG

An Ordinance No._____ - 2021

AUTHORIZING the City Manager to execute any and all agreements and take such other steps as may be necessary in order to lease City-owned real property at 2010 Auburn Avenue in the Mount Auburn neighborhood of Cincinnati to Sunnyside Child Development Center, Inc., or other affiliated organization acceptable to the City Manager.

WHEREAS, the City of Cincinnati (the "City") owns certain real property at 2010 Auburn Avenue in the Mount Auburn neighborhood of Cincinnati, as more particularly described on Attachment A attached to this ordinance (the "Property"), which is under the management and control of the City's Department of Community and Economic Development; and

WHEREAS, Sunnyside Child Development Center, Inc., an Ohio corporation ("Sunnyside") the lessee of the Property pursuant to a certain *Lease*, dated August 23, 2011 between Sunnyside and the City, desires to enter into a new lease for a term of 5 years for Sunnyside's continued operation of the Property as a daycare center; and

WHEREAS, the City currently anticipates that Sunnyside will relocate its daycare to a new location and vacate the Property prior to the expiration of the 5-year term; and

WHEREAS, contingent upon (i) the City Administration's satisfactory review of all due diligence materials, and (ii) negotiation of a lease agreement with terms and conditions acceptable to the City Manager, the City desires to lease the Property to Sunnyside or such other affiliate organization acceptable to the City Manager; and

WHEREAS, the City's Real Estate Services Division has determined, by appraisal, that the fair market rental value of the Property is approximately $21,000 per year; however, in order to provide for the continued operation of Sunnyside's daycare center, the City is agreeable to leasing the Property to Sunnyside, on terms and conditions acceptable to the City Administration, for less than fair market rental value; namely, for $1.00 per year, because the City will receive economic and non-economic benefits that equal or exceed the fair market rental value of the Property since the proposed lease will ensure the maintenance of needed daycare services for the community; and

WHEREAS, the City Administration also intends to provide funding in an amount not to exceed $86,400 from existing capital funds from capital account nos. 980x162x191642, "DCED Property Improvements," and 980x164x201698, "Neighborhood Business Property Holdings," to assist Sunnyside in replacing the HVAC system and the existing roof of the building located on the Property (the "Project"); and

WHEREAS, the Property is not needed for a municipal purpose; 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 sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research; and

WHEREAS, the City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the lease of the Property because the City believes that Sunnyside's continued operation will provide critical daycare and early childhood education services to the community, and the renovation of the site will contribute to the revitalization of the City's Mount Auburn neighborhood; and

WHEREAS, the City believes that the proposed lease and Project will promote urban redevelopment in the Mount Auburn neighborhood 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 regulations; and

WHEREAS, the City Planning Commission, having the authority to approve a change in the use of City-owned property, approved a change in use of the Property at its meeting on September 18, 2020; 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 any and all documents that may be necessary to lease certain real property owned by the City of Cincinnati (the "City") at 2010 Auburn Avenue in the Mount Auburn neighborhood of Cincinnati, as more particularly described on Attachment A attached to this ordinance (the "Property"), to Sunnyside Child Development Center, Inc., an Ohio corporation, ("Sunnyside"), or other affiliated organization acceptable to the City Manager, contingent upon (a) the City Administration's satisfactory review of all due diligence materials related to the Property, and (b) negotiation of an agreement upon lease terms acceptable to the City Administration, including those terms and conditions it deems necessary following its review of such due diligence materials.

Section 2. That the City is agreeable to leasing the Property to Sunnyside because Sunnyside currently operates a daycare center on the Property and has agreed to continue its daycare operations at the Property during the lease term.

Section 3. That the Property is not needed for a municipal purpose.

Section 4. That the City's Real Estate Services Division has determined, by appraisal, that the fair market rental value of the Property is approximately $21,000 per year; however, in order to provide for the continued operation of Sunnyside's daycare center, the City is agreeable to leasing the Property to Sunnyside on the terms and conditions acceptable to the City Administration for less than fair market rental value; namely, for $1.00 per year, because the City will receive economic and non-economic benefits that equal or exceed the fair market rental value of the Property since the proposed lease will ensure the maintenance of necessary daycare services for the community.

Section 5. That it is in the best interest of the City to eliminate competitive bidding in connection with the lease of the Property because the City believes that the proposed lease of the Property will enable Sunnyside to continue providing critical daycare and early childhood education services to the community, and the renovation of the site will contribute to the revitalization of the City's Mount Auburn neighborhood.

Section 6. That Council authorizes the proper City officials to take all necessary and proper actions to fulfill the terms of this ordinance, including, without limitation, negotiating acceptable terms of the lease and executing all agreements, deeds, easements, conveyance documents, plats, amendments, and other documents.

Section 7. That in the event that there are proceeds from the lease of the Property, such proceeds shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the lease, and that the City's Finance Director is hereby authorized to deposit amounts in excess thereof into Miscellaneous Permanent Improvement Fund 757.

Section 8. 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 City Administration to begin negotiating a new lease, on terms and conditions acceptable to the City Administration, with Sunnyside as soon as possible, therefore resulting in the revitalization of the Mount Auburn neighborhood, the maintenance of necessary daycare services for the community, and the economic growth of the City at the earliest possible date.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Legal Description

Property Address: 2010 Auburn Avenue, Cincinnati, Ohio 45219

Auditor's Parcel No.: 088-0007-0146-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

Commencing at the intersection of the east line of the old Auburn Avenue, 60' R/W and the south line of the old Bodmann Avenue, 50' R/W; thence with the south line of the said old Bodmann Avenue, South 84°06'54" East, 3.65 feet to the Place of Beginning; thence with the south line of said Bodmann Avenue, South 84°06'54" East, 147.61 feet to an existing iron pin; thence South 05°53'06" West, 100.00 feet to a point being 0.45 feet south and 0.20 feet east of an existing iron pin; thence North 84°06'54" West, 123.36 feet to a point in the east line of the new R/W of Auburn Avenue; thence on a curve to the right having a radius of 189.01 feet, a chord bearing North 07°44'45" West, 102.90 feet, 104.21 feet as measured along said curve to the Place of Beginning. Containing 14,040 square feet of land more or less (0.322 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

ATTACHMENT A

Legal Description

Property Address: 2010 Auburn Avenue, Cincinnati, Ohio 45219

Auditor's Parcel No.: 088-0007-0146-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

Commencing at the intersection of the east line of the old Auburn Avenue, 60' R/W and the south line of the old Bodmann Avenue, 50' R/W; thence with the south line of the said old Bodmann Avenue, South 84°06'54" East, 3.65 feet to the Place of Beginning; thence with the south line of said Bodmann Avenue, South 84°06'54" East, 147.61 feet to an existing iron pin; thence South 05°53'06" West, 100.00 feet to a point being 0.45 feet south and 0.20 feet east of an existing iron pin; thence North 84°06'54" West, 123.36 feet to a point in the east line of the new R/W of Auburn Avenue; thence on a curve to the right having a radius of 189.01 feet, a chord bearing North 07°44'45" West, 102.90 feet, 104.21 feet as measured along said curve to the Place of Beginning. Containing 14,040 square feet of land more or less (0.322 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

city of CINCINNATI
Interdepartment Correspondence Sheet

September 1, 2021

To: Mayor and Members of City Council 202102649

From: Paula Boggs Muething, City Manager

Subject: **EMERGENCY ORDINANCE – APPROVING A JOB CREATION TAX CREDIT AGREEMENT WITH STARSTONE US INTERMEDIARIES**

Attached is an Emergency Ordinance captioned:

> **APPROVING AND AUTHORIZING** the execution of a Job Creation Tax Credit Agreement with Starstone US Intermediaries, Inc., pursuant to which the company agrees to create 55 new jobs at 201 E. Fifth Street in downtown Cincinnati and, for a period of 4 years, the City agrees to provide an income tax credit equal to 35% of City income tax revenue from such new jobs.

BACKGROUND/CURRENT CONDITIONS

Starstone US Intermediaries, Inc. is a New Jersey-based specialty insurance company that is considering a relocation of its headquarters to the City of Cincinnati. The Company submitted a financial assistance application to the Department of Community & Economic Development, specifically requesting a Job Creation Tax Credit incentive for their relocation and job creation project.

COMPANY INFORMATION

Starstone US Intermediaries, Inc., a subsidiary of Core Specialty Insurance Holdings, is a specialty insurance company focusing on niche markets & product offerings like agriculture, directors & officers, marine, real property, excess casualty, and healthcare professional insurance.

PROJECT DESCRIPTION

The Company will be relocating its headquarters from New Jersey to the City of Cincinnati, and more specifically to 201 E. Fifth Street in the Central Business District. Through the project, the Company has agreed to relocate 15 existing employees and $3,460,000 in annual payroll to Cincinnati and create a minimum of 40 new full-time employees and $4,640,000 in annual payroll within the next three years. The new hires will serve a variety of functions for the business, including accounting, underwriting, human resources, information technology, and other administrative roles. The Company will be leasing office space at The Company has also committed to investing a minimum of $425,000 into their office space by or before the end of 2023.

PROPOSED INCENTIVE

The Administration is recommending a 4-year, annual refundable job creation tax credit (JCTC-R) in the amount of $30,000 or 35% of any new City income tax, whichever is less. The Company will be required to retain the newly created jobs for a total of eight years. The credit term will commence in either 2022 or 2023, at the option of the Company.

The reason for providing the payroll tax incentive is that the project provides an advantageous return on investment for the City. In addition, the incentive will require the Company to maintain an operation within the City beyond the expiration of their initial lease in 2023.

Estimated Total Term JCTC-R Value to Company:	$113,400
Estimated Total Term New Payroll Tax Revenue:	$945,648
Incentive Leverage per Dollar of City Investment:	**$8.34**

PROJECT TEAM & TIMELINE

The project's legislative team (listed below) is available to answer questions regarding this project.

- Assistant City Manager: Billy Weber (Ext. 3318)
- DCED Director: Markiea Carter (Ext. 1953)
- Project Attorney: Kaitlyn Geiger (Ext. 4544)

The anticipated council timeline is as follows:

- September 1, 2021: Introduction to City Council
- September 7, 2021: Budget and Finance (#1)
- September 13, 2021: Budget and Finance (#2)
- September 15, 2021: City Council for Final Approval

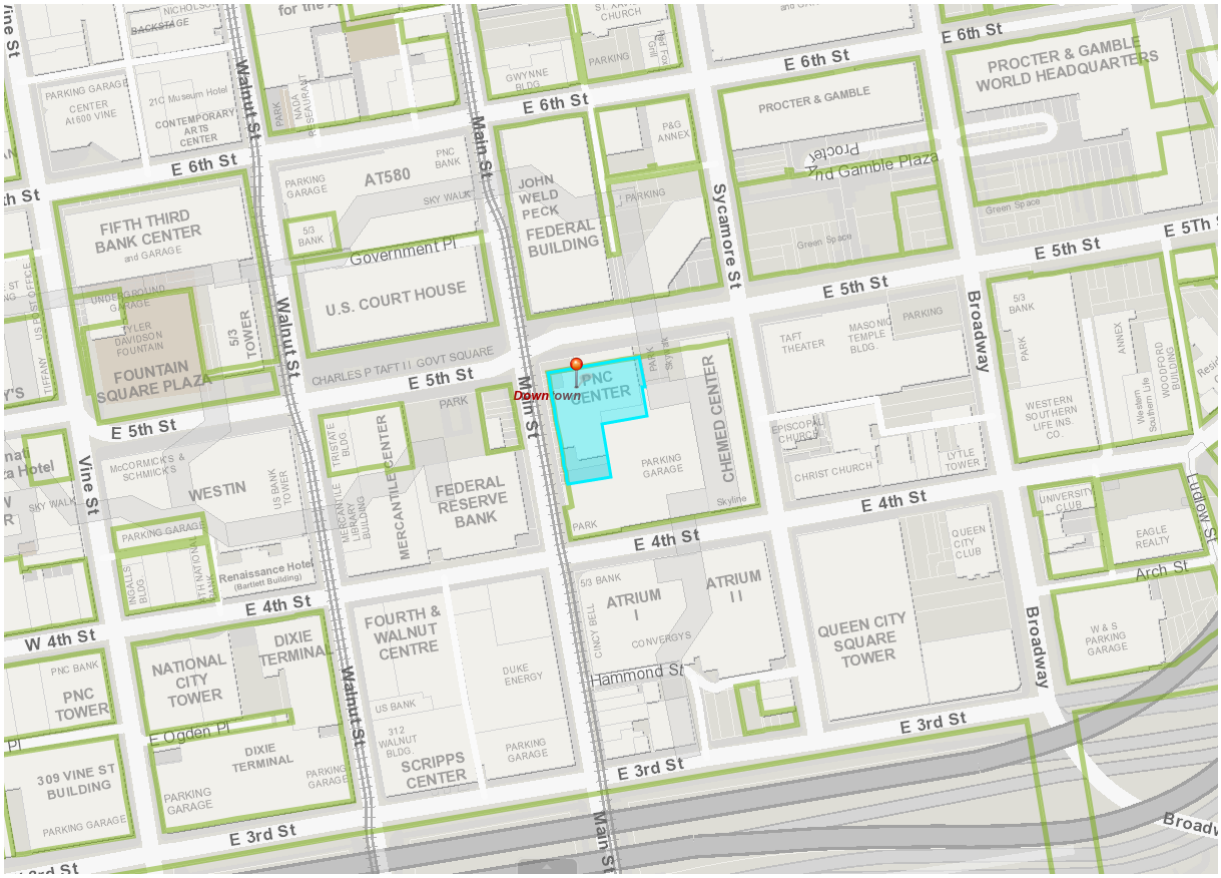
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location

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

Attachment A: Location



201 E. Fifth Street

EMERGENCY

City of Cincinnati

DSC

An Ordinance No._____ - 2021

APPROVING AND AUTHORIZING the execution of a Job Creation Tax Credit Agreement with Starstone US Intermediaries, Inc., pursuant to which the company agrees to create 55 new jobs at 201 E. Fifth Street in downtown Cincinnati and, for a period of 4 years, the City agrees to provide an income tax credit equal to 35% 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, Starstone US Intermediaries, Inc. ("Employer") intends to expend approximately $425,000 on leasehold improvements at 201 E. Fifth Street (the "Project" and the "Project Site," respectively), which will result in the creation of at least 55 new jobs in Cincinnati 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 35% of income tax revenue from new jobs created by Employer at the Project Site for a term of 4 years; and

WHEREAS, the Agreement provides that Employer will spend a minimum of $425,000 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 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 Starstone US Intermediaries, Inc. ("Employer"), in substantially the form attached hereto as Attachment A, in order to assist Employer in the investment of $425,000 in leasehold improvements at 201 E. Fifth Street in downtown Cincinnati (the "Project" and the

"Project Site," respectively), which provides for a City income tax credit equal to 35% of City income tax revenue from new jobs created by Employer at the Project Site for a period of 4 years, and the creation of 55 new jobs in Cincinnati 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: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

Job Creation Tax Credit Agreement

SEE ATTACHED

Contract Number _____

JOB CREATION TAX CREDIT AGREEMENT

This Job Creation Tax Credit Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and STARSTONE US INTERMEDIARIES, INC., a New Jersey corporation (the "Grantee").

BACKGROUND INFORMATION

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 "City Boundaries"), 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 the Grantee will create new jobs within the City Boundaries in connection with a project to be implemented by the Grantee at 201 E. Fifth Street, Cincinnati, Ohio (the "Project Site"), consisting of constructing leasehold improvements on the Project Site (the "Project").

C. Cincinnati Municipal Code ("CMC") Chapter 311 imposes income taxes, including a tax on business net profits. The Grantee represents and has documented to the City that the credit authorized by this Agreement against the tax imposed on the Grantee's net profits under CMC Chapter 311 (the "City Income Tax Credit") is a major factor in the 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 ("ORC") 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 thirty-five percent (35%) City Income Tax Credit applicable to new jobs created by Grantee at the Project Site for a period of four (4) years, and thereby create 55 new jobs in the City within three (3) years of the Determination Date (as defined below).

STATEMENT OF THE AGREEMENT

In consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. PRECONDITIONS TO EFFECTIVENESS OF AGREEMENT. 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. CERTAIN DEFINITIONS. As used in this Agreement:

   (A) "Aggregate Employees" means, for any stated period, the Number of Full-Time Employee Equivalents employed either by the Grantee or by a Related Member, calculated with reference to all employees of the Grantee and all Related Members of the Grantee for which (1) the primary work location is within the City of Cincinnati and (2) the Grantee or a Related Member withholds City income taxes.

   (B) "City Tax Credit Term" means the 4-year term commencing for Tax Year 2022 or 2023, at the option of the Grantee.

(C) "Determination Date" means May 18, 2021.

(D) "Employment Retention Period" means an 8-year period commencing as of the start of the City Tax Credit Term.

(E) "Grantee's City-Wide Employees" means, for any stated period, the Number of Full-Time Employee Equivalents employed by the Grantee, calculated with reference to all employees of the Grantee for which (1) the primary work location is within the City (not limited to the Project Site) and (2) the 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 the 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 the 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 the 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 the Grantee, as such refunds are reported by the City to the Grantee from time to time.

(G) "Initial Tax Year" means the first Tax Year during which the Grantee is entitled to a City Income Tax Credit.

(H) "Minimum Qualifying Wage" 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) the 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) "Net Number of New Employees" means, for any Tax Year, the lesser of:

(1) The average Number of New Employees in the final three (3) calendar months of that Tax Year; or

(2) The remainder computed by subtracting (a) the Baseline City-Wide Employment Level from (b) the average number of the Grantee's City-Wide Employees in the final three (3) 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 in the final three (3) months of that Tax Year.

Computations of an "average number" of employees, as required by this Agreement, shall be made and documented by the Grantee in a manner subject to approval by the City, such approval not to be unreasonably withheld.

(J) "New Employee" means an employee of the Grantee that meets all of the following criteria during the applicable Tax Year: (i) has a primary work location at the Project Site, (ii) is first employed by the Grantee within the City Boundaries after the Determination Date, and (iii) is paid at least the Minimum Qualifying Wage by the 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 the Grantee to that employee is taxed by the City with respect to work performed at the Project Site. "New Employees" may include employees of the Grantee employed in

employment positions that were relocated to the Project Site from other operations of the Grantee (or of a Related Member) outside of the City Boundaries.

(K) "New Income Tax Revenue" 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) "Number of Full-Time Employee Equivalents" 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) "Number of New Employees" 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) "Related Member" means any of the 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.

(O) "Tax Year" means the fiscal year used by the Grantee to compute net profits under CMC Chapter 311.

3. PROJECT; JOB CREATION AND RETENTION.

(A) Grantee Representations. The Grantee represents that:
(1) The monthly average of the Number of Full-Time Employee Equivalents employed by the 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 0.
(2) The monthly average of the Grantee's City-Wide Employees for the three (3) full calendar month period immediately prior to the Determination Date was 2 (the "Baseline City-Wide Employment Level").
(3) The monthly average of Aggregate Employees for the three (3) full calendar month period immediately prior to the Determination Date was 2 (the "Baseline Aggregate Employment Level").
(4) Related Members of the 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) The 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.

(B) Minimum Expenditures. The Grantee agrees to expend a minimum of $425,000 on or before December 31, 2023 to accomplish the Project.

(C) Minimum Number of New Employees. Within three (3) years from the Determination Date, the Grantee agrees to employ a Number of New Employees at the Project Site equal to at least fifty-five (55). The Grantee agrees that the aggregate annual wages of the New Employees will be equal to at least $7,960,000.

(D) Relocation of Employment Positions from Elsewhere in Ohio. The 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 the Grantee of the relocation.

(E) Employment Retention by the Grantee.

(1) During each year of the Employment Retention Period, the Grantee agrees to maintain a monthly average of Aggregate Employees (determined on a twelve (12) month basis) 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, the Grantee agrees to maintain a monthly average of the Grantee's City-Wide Employees (determined on a twelve (12) month basis) equal to or greater than the Baseline City-Wide Employee Level.

(3) Beginning with the fourth (4th) year of the City Tax Credit Term and continuing during each subsequent year of the Employment Retention Period, the Grantee agrees to maintain an average Net Number of New Employees (determined on a twelve (12) month basis) of at least ninety percent (90%) of the highest Net Number of New Employees reported by the Grantee in calculating the City Income Tax Credit in any prior Tax Year during the City Tax Credit Term.

The Grantee acknowledges and agrees that the obligations of the 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 the Grantee and the Related Members. The Grantee may apply to the City Manager for waiver of this employment retention requirement (which waiver may be granted in the City Manager's sole discretion) on the grounds that the Grantee's failure to maintain the required Net Number of New Employees is excusable based on exceptional circumstances not under the control of the Grantee or of the Related Members, as described in Section 12.

(F) City Residents; Referral Procedure for New Hires. The 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 "City Resident Hiring Goal"). In furtherance of such goal, the Grantee shall implement the following procedures:

(1) City Representative. In its efforts to meet the City Resident Hiring Goal, the 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 the Grantee will meet periodically with a representative of the OhioMeansJobs Center (the "City Representative") to assess the Grantee's future employment needs and to assure that qualified applicants can be recruited and trained in a timely manner.

(2) Initial Positions. 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, the 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, the Grantee agrees to provide such notice as far in advance of such ninety-day period as is practicable.

(3) City Referrals. The City Representative shall, within thirty (30) days after receiving such notification from the 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 the Grantee up to thirty (30) days prior to the date that such positions are to be filled.

(4) Interviews. The Grantee agrees to interview those applicants who are referred by the City Representative and shall consider for employment those applicants the Grantee finds to be qualified for an available position. If (a) the City Representative informs the 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 the Grantee, then the Grantee may hire individuals from other sources for such position, without any further obligations or restrictions hereunder as to such position.

(5) Subsequent Positions. During the three (3) year period following the date upon which this Agreement becomes effective, if the Grantee needs to fill a vacant employment position (either from attrition or an increase in employment), the Grantee agrees to notify the City Representative for an additional referral of applicants. The 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, the Grantee shall interview those applicants who are referred by the City Representative and shall consider for employment those applicants the Grantee finds to be qualified for an available position.

(6) Continuation of Referral Procedure. If the 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. CITY INCOME TAX CREDIT.

(A) Credit Requirements. Subject to the terms and conditions of this Agreement, for each Tax Year during the City Tax Credit Term in which the 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, the Grantee shall be allowed to apply the City Income Tax Credit stated in this Section against the tax imposed on the 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) Amount of Credit. The amount of the City Income Tax Credit shall be the lesser of $30,000 or thirty-five percent (35%) 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 the 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 the Grantee's tax liability for such Tax Year, the City Income Tax Credit shall be fully refundable.

(C) Related Members. The 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 the 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 Ohio Revised Code Section 9.66, (A) the 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) the Grantee authorizes the City and/or the State to inspect the personal financial statements of the Grantee, including tax records and other similar information not ordinarily open to public inspection; and (C) the 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 Ohio Revised Code Section 2921.13, may render the 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 the 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 the 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 the Grantee with written notice of an event of default under Section 3(C) or 3(D), and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City may, after giving the Grantee an opportunity to explain such default, require the Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed under this Agreement. In determining the portion of the City Income Tax Credit amounts to be repaid, the City may consider the effect of market conditions on the Grantee's Project and whether the Grantee continues to maintain other operations and employment in the City. 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 the 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) Grantee's Failure to Comply with Outstanding Liability Obligations. If the City provides the Grantee with written notice of an event of default under Section 5, the City may, after giving the Grantee an opportunity to explain such default, require the 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 the 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. The 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"), the 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 the Grantee will reduce its future City Income Tax Credits by the Refund Amount, such reduction to begin with the first City Income Tax Credit the Grantee is eligible to receive pursuant to this Agreement following the Grantee's receipt of the City's Notice. In the event that the 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). The Grantee hereby expressly waives the statute of limitations period contained in CMC Chapter 311 with respect to any such demand and payment.

7. SUBMISSION OF ANNUAL REPORTS. During the Employment Retention Period, the 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 the 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, and any other information that the City deems relevant to this Agreement. The report shall include computations of necessary employment information for the 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.). The 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 the Grantee and (C) the Chief Financial Officer of the 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 the 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 the 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. SMALL BUSINESS ENTERPRISE PROGRAM AND EQUAL EMPLOYMENT OPPORTUNITY PROGRAM.[1]

(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, the 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. The Grantee may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The 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. The 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, the Grantee shall require the prime contractor (if different from the Grantee) to take the above affirmative steps.

(5) Prior to the commencement of work under any subcontracts, the 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. The Grantee shall update the report monthly.

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[1] Note: The Department of Community and Economic Development is currently reviewing alternatives for updating this provision based on recent legislative changes adopted by Council. If an alternative policy is approved by DCED prior to the execution of this Agreement, this provision will be revised accordingly.

(6) The 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) Small Business Enterprise Program Remedies. Failure of the 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 the 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) Equal Employment Opportunity Program. 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) Further Information. 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. RECORDS, ACCESS AND MAINTENANCE. Throughout the period required by CMC Section 311-81, the 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, the 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 the 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), the 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. AUDITS AND INSPECTIONS. At any time during normal business hours upon written notice and as often as the City may deem necessary, the Grantee shall make available to the City and to appropriate State agencies or officials all records of the 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. FORBEARANCE NOT A WAIVER. No act of forbearance or failure to insist on the prompt performance by the 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. ENFORCED FAILURE TO PERFORM FOR CAUSES BEYOND CONTROL OF THE GRANTEE -- RELIEF FROM REIMBURSEMENT OBLIGATION.

(A) The Grantee shall not be required to pay the reimbursement required for default under Section 6(B) of this Agreement for any Tax Year in which such default is due to unforeseeable causes beyond the control of the Grantee and the Related Members and without fault or negligence of the Grantee or the Related Members, restricted to: acts of the federal, state or city government; orders of courts; fires, floods, epidemics, earthquakes or similar natural disasters; quarantine restrictions; strikes; and other causes which in the opinion of the City Manager are beyond the control of the Grantee and the Related Members and without fault or negligence of the Grantee or the Related Members. Economic difficulties of the Grantee or the Related Members (including, without limitation, bankruptcy), do not constitute causes beyond the control of the Grantee or the Related Members under this subsection.

If the Grantee seeks the benefit of the provisions of this subsection it shall, within sixty (60) days after the beginning of any such unforeseeable cause, notify the City thereof in writing.

(B) Notwithstanding the provisions set forth in subsection (A) above, the 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 the Grantee is not in full compliance with all requirements of this Agreement.

13. COMPLIANCE WITH IMMIGRATION AND NATIONALITY ACT. In the performance of its obligations under this Agreement, the 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.

14. INDEMNIFICATION. The 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 the 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 the Grantee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section may be unenforceable because it violates any law or public policy, the Grantee shall pay the maximum portion 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 the Grantee nor the City shall assert, and each of the Grantee and the City hereby waives, any claim against either the 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.

15. CITY IDENTIFICATION IN MARKETING MATERIALS. The 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 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). In identifying the City as a funding source, the 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. The Grantee's obligations under this Section shall be in effect throughout the term of this Agreement.

16. CONFLICT OF INTEREST. The 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 the Grantee or in this Agreement and the Grantee shall take appropriate steps to assure compliance.

17. MISCELLANEOUS.

(A) Relocation of Project Site Within the City. During the City Tax Credit Term, the Grantee may change the location of the Project Site to another location, but only within the City of Cincinnati's corporate boundaries.

(B) Governing Law. 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) Forum and Venue. All actions regarding this Agreement shall be brought in a court of competent subject matter jurisdiction in Hamilton County, Ohio.

(D) Entire Document. 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) Severability. 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) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by the Grantee without the prior express written consent of the City.

(G) Successor in Interest. Each and all of the Grantee's obligations under this Agreement shall extend to and bind not only the Grantee, but its successors and assigns. Only in the case of assignment consented to by the City (as provided in subsection (F) above), the Grantee's benefits hereunder shall inure to the benefit of any approved assignee.

(H) Certification as to Non-Debarment. 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) Notices. 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 the Grantee:

StarStone US Intermediaries, Inc.

221 Dawson Road
Columbia, SC 29223

And a copy to:
StarStone U.S. Intermediaries, Inc.
201 East 5th Street, 12th Floor
Cincinnati, Ohio 45202
Attention: Lynn Tetley, Assistant Vice President Human Resources

If the Grantee sends a notice to the City alleging that the City is in breach of this Agreement, the 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) Wage Enforcement. 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) Legal Requirements. In completing and operating the Project, and in undertaking the matters contemplated by this Agreement, the 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) Counterparts and Electronic Signatures. 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; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

18. FEES. The 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 "Effective Date."

STARSTONE US INTERMEDIARIES, INC.,
a New Jersey corporation

By:_____

Printed Name:_____

Title:_____

Date: _____, 2021
As authorized by corporate resolution dated _____, 2021

CITY OF CINCINNATI,
an Ohio municipal corporation

By:_____
Paula Boggs Muething, City Manager

Date:_____, 2021

Approved as to Form:

_____

Assistant City Solicitor

Certification of Funds:

Certified Date:_____

Fund/Code:_____

Amount:_____

By: _____
Karen Alder, City Finance Director

Contract Number _____

JOB CREATION TAX CREDIT AGREEMENT

This Job Creation Tax Credit Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and STARSTONE US INTERMEDIARIES, INC., a New Jersey corporation (the "Grantee").

BACKGROUND INFORMATION

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 "City Boundaries"), 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 the Grantee will create new jobs within the City Boundaries in connection with a project to be implemented by the Grantee at 201 E. Fifth Street, Cincinnati, Ohio (the "Project Site"), consisting of constructing leasehold improvements on the Project Site (the "Project").

C. Cincinnati Municipal Code ("CMC") Chapter 311 imposes income taxes, including a tax on business net profits. The Grantee represents and has documented to the City that the credit authorized by this Agreement against the tax imposed on the Grantee's net profits under CMC Chapter 311 (the "City Income Tax Credit") is a major factor in the 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 ("ORC") 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 thirty-five percent (35%) City Income Tax Credit applicable to new jobs created by Grantee at the Project Site for a period of four (4) years, and thereby create 55 new jobs in the City within three (3) years of the Determination Date (as defined below).

STATEMENT OF THE AGREEMENT

In consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. PRECONDITIONS TO EFFECTIVENESS OF AGREEMENT. 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. CERTAIN DEFINITIONS. As used in this Agreement:

   (A) "Aggregate Employees" means, for any stated period, the Number of Full-Time Employee Equivalents employed either by the Grantee or by a Related Member, calculated with reference to all employees of the Grantee and all Related Members of the Grantee for which (1) the primary work location is within the City of Cincinnati and (2) the Grantee or a Related Member withholds City income taxes.

   (B) "City Tax Credit Term" means the 4-year term commencing for Tax Year 2022 or 2023, at the option of the Grantee.

(C) "Determination Date" means May 18, 2021.

(D) "Employment Retention Period" means an 8-year period commencing as of the start of the City Tax Credit Term.

(E) "Grantee's City-Wide Employees" means, for any stated period, the Number of Full-Time Employee Equivalents employed by the Grantee, calculated with reference to all employees of the Grantee for which (1) the primary work location is within the City (not limited to the Project Site) and (2) the 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 the 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 the 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 the 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 the Grantee, as such refunds are reported by the City to the Grantee from time to time.

(G) "Initial Tax Year" means the first Tax Year during which the Grantee is entitled to a City Income Tax Credit.

(H) "Minimum Qualifying Wage" 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) the 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) "Net Number of New Employees" means, for any Tax Year, the lesser of:

(1) The average Number of New Employees in the final three (3) calendar months of that Tax Year; or

(2) The remainder computed by subtracting (a) the Baseline City-Wide Employment Level from (b) the average number of the Grantee's City-Wide Employees in the final three (3) 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 in the final three (3) months of that Tax Year.

Computations of an "average number" of employees, as required by this Agreement, shall be made and documented by the Grantee in a manner subject to approval by the City, such approval not to be unreasonably withheld.

(J) "New Employee" means an employee of the Grantee that meets all of the following criteria during the applicable Tax Year: (i) has a primary work location at the Project Site, (ii) is first employed by the Grantee within the City Boundaries after the Determination Date, and (iii) is paid at least the Minimum Qualifying Wage by the 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 the Grantee to that employee is taxed by the City with respect to work performed at the Project Site. "New Employees" may include employees of the Grantee employed in

employment positions that were relocated to the Project Site from other operations of the Grantee (or of a Related Member) outside of the City Boundaries.

(K) "New Income Tax Revenue" 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) "Number of Full-Time Employee Equivalents" 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) "Number of New Employees" 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) "Related Member" means any of the 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.

(O) "Tax Year" means the fiscal year used by the Grantee to compute net profits under CMC Chapter 311.

3. PROJECT; JOB CREATION AND RETENTION.

(A) Grantee Representations. The Grantee represents that:
(1) The monthly average of the Number of Full-Time Employee Equivalents employed by the 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 0.
(2) The monthly average of the Grantee's City-Wide Employees for the three (3) full calendar month period immediately prior to the Determination Date was 2 (the "Baseline City-Wide Employment Level").
(3) The monthly average of Aggregate Employees for the three (3) full calendar month period immediately prior to the Determination Date was 2 (the "Baseline Aggregate Employment Level").
(4) Related Members of the 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) The 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.

(B) Minimum Expenditures. The Grantee agrees to expend a minimum of $425,000 on or before December 31, 2023 to accomplish the Project.

(C) Minimum Number of New Employees. Within three (3) years from the Determination Date, the Grantee agrees to employ a Number of New Employees at the Project Site equal to at least fifty-five (55). The Grantee agrees that the aggregate annual wages of the New Employees will be equal to at least $7,960,000.

(D) Relocation of Employment Positions from Elsewhere in Ohio. The 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 the Grantee of the relocation.

(E) Employment Retention by the Grantee.

(1) During each year of the Employment Retention Period, the Grantee agrees to maintain a monthly average of Aggregate Employees (determined on a twelve (12) month basis) 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, the Grantee agrees to maintain a monthly average of the Grantee's City-Wide Employees (determined on a twelve (12) month basis) equal to or greater than the Baseline City-Wide Employee Level.

(3) Beginning with the fourth (4th) year of the City Tax Credit Term and continuing during each subsequent year of the Employment Retention Period, the Grantee agrees to maintain an average Net Number of New Employees (determined on a twelve (12) month basis) of at least ninety percent (90%) of the highest Net Number of New Employees reported by the Grantee in calculating the City Income Tax Credit in any prior Tax Year during the City Tax Credit Term.

The Grantee acknowledges and agrees that the obligations of the 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 the Grantee and the Related Members. The Grantee may apply to the City Manager for waiver of this employment retention requirement (which waiver may be granted in the City Manager's sole discretion) on the grounds that the Grantee's failure to maintain the required Net Number of New Employees is excusable based on exceptional circumstances not under the control of the Grantee or of the Related Members, as described in Section 12.

(F) City Residents; Referral Procedure for New Hires. The 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 "City Resident Hiring Goal"). In furtherance of such goal, the Grantee shall implement the following procedures:

(1) City Representative. In its efforts to meet the City Resident Hiring Goal, the 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 the Grantee will meet periodically with a representative of the OhioMeansJobs Center (the "City Representative") to assess the Grantee's future employment needs and to assure that qualified applicants can be recruited and trained in a timely manner.

(2) Initial Positions. 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, the 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, the Grantee agrees to provide such notice as far in advance of such ninety-day period as is practicable.

(3) City Referrals. The City Representative shall, within thirty (30) days after receiving such notification from the 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 the Grantee up to thirty (30) days prior to the date that such positions are to be filled.

(4) Interviews. The Grantee agrees to interview those applicants who are referred by the City Representative and shall consider for employment those applicants the Grantee finds to be qualified for an available position. If (a) the City Representative informs the 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 the Grantee, then the Grantee may hire individuals from other sources for such position, without any further obligations or restrictions hereunder as to such position.

(5) Subsequent Positions. During the three (3) year period following the date upon which this Agreement becomes effective, if the Grantee needs to fill a vacant employment position (either from attrition or an increase in employment), the Grantee agrees to notify the City Representative for an additional referral of applicants. The 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, the Grantee shall interview those applicants who are referred by the City Representative and shall consider for employment those applicants the Grantee finds to be qualified for an available position.

(6) Continuation of Referral Procedure. If the 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. CITY INCOME TAX CREDIT.

(A) Credit Requirements. Subject to the terms and conditions of this Agreement, for each Tax Year during the City Tax Credit Term in which the 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, the Grantee shall be allowed to apply the City Income Tax Credit stated in this Section against the tax imposed on the 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) Amount of Credit. The amount of the City Income Tax Credit shall be the lesser of $30,000 or thirty-five percent (35%) 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 the 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 the Grantee's tax liability for such Tax Year, the City Income Tax Credit shall be fully refundable.

(C) Related Members. The 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 the 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 Ohio Revised Code Section 9.66, (A) the 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) the Grantee authorizes the City and/or the State to inspect the personal financial statements of the Grantee, including tax records and other similar information not ordinarily open to public inspection; and (C) the 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 Ohio Revised Code Section 2921.13, may render the 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 the 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 the 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 the Grantee with written notice of an event of default under Section 3(C) or 3(D), and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City may, after giving the Grantee an opportunity to explain such default, require the Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed under this Agreement. In determining the portion of the City Income Tax Credit amounts to be repaid, the City may consider the effect of market conditions on the Grantee's Project and whether the Grantee continues to maintain other operations and employment in the City. 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 the 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) Grantee's Failure to Comply with Outstanding Liability Obligations. If the City provides the Grantee with written notice of an event of default under Section 5, the City may, after giving the Grantee an opportunity to explain such default, require the 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 the 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. The 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"), the 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 the Grantee will reduce its future City Income Tax Credits by the Refund Amount, such reduction to begin with the first City Income Tax Credit the Grantee is eligible to receive pursuant to this Agreement following the Grantee's receipt of the City's Notice. In the event that the 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). The Grantee hereby expressly waives the statute of limitations period contained in CMC Chapter 311 with respect to any such demand and payment.

7. SUBMISSION OF ANNUAL REPORTS. During the Employment Retention Period, the 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 the 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, and any other information that the City deems relevant to this Agreement. The report shall include computations of necessary employment information for the 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.). The 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 the Grantee and (C) the Chief Financial Officer of the 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 the 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 the 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. SMALL BUSINESS ENTERPRISE PROGRAM AND EQUAL EMPLOYMENT OPPORTUNITY PROGRAM.[1]

(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, the 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. The Grantee may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The 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. The 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, the Grantee shall require the prime contractor (if different from the Grantee) to take the above affirmative steps.

(5) Prior to the commencement of work under any subcontracts, the 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. The Grantee shall update the report monthly.

[1] Note: The Department of Community and Economic Development is currently reviewing alternatives for updating this provision based on recent legislative changes adopted by Council. If an alternative policy is approved by DCED prior to the execution of this Agreement, this provision will be revised accordingly.

(6) The 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) Small Business Enterprise Program Remedies. Failure of the 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 the 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) Equal Employment Opportunity Program. 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) Further Information. 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. RECORDS, ACCESS AND MAINTENANCE. Throughout the period required by CMC Section 311-81, the 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, the 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 the 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), the 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. AUDITS AND INSPECTIONS. At any time during normal business hours upon written notice and as often as the City may deem necessary, the Grantee shall make available to the City and to appropriate State agencies or officials all records of the 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. FORBEARANCE NOT A WAIVER. No act of forbearance or failure to insist on the prompt performance by the 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. ENFORCED FAILURE TO PERFORM FOR CAUSES BEYOND CONTROL OF THE GRANTEE -- RELIEF FROM REIMBURSEMENT OBLIGATION.

(A) The Grantee shall not be required to pay the reimbursement required for default under Section 6(B) of this Agreement for any Tax Year in which such default is due to unforeseeable causes beyond the control of the Grantee and the Related Members and without fault or negligence of the Grantee or the Related Members, restricted to: acts of the federal, state or city government; orders of courts; fires, floods, epidemics, earthquakes or similar natural disasters; quarantine restrictions; strikes; and other causes which in the opinion of the City Manager are beyond the control of the Grantee and the Related Members and without fault or negligence of the Grantee or the Related Members. Economic difficulties of the Grantee or the Related Members (including, without limitation, bankruptcy), do not constitute causes beyond the control of the Grantee or the Related Members under this subsection.

If the Grantee seeks the benefit of the provisions of this subsection it shall, within sixty (60) days after the beginning of any such unforeseeable cause, notify the City thereof in writing.

(B) Notwithstanding the provisions set forth in subsection (A) above, the 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 the Grantee is not in full compliance with all requirements of this Agreement.

13. COMPLIANCE WITH IMMIGRATION AND NATIONALITY ACT. In the performance of its obligations under this Agreement, the 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.

14. INDEMNIFICATION. The 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 the 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 the Grantee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section may be unenforceable because it violates any law or public policy, the Grantee shall pay the maximum portion 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 the Grantee nor the City shall assert, and each of the Grantee and the City hereby waives, any claim against either the 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.

15. CITY IDENTIFICATION IN MARKETING MATERIALS. The 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 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). In identifying the City as a funding source, the 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. The Grantee's obligations under this Section shall be in effect throughout the term of this Agreement.

16. CONFLICT OF INTEREST. The 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 the Grantee or in this Agreement and the Grantee shall take appropriate steps to assure compliance.

17. MISCELLANEOUS.

(A) Relocation of Project Site Within the City. During the City Tax Credit Term, the Grantee may change the location of the Project Site to another location, but only within the City of Cincinnati's corporate boundaries.

(B) Governing Law. 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) Forum and Venue. All actions regarding this Agreement shall be brought in a court of competent subject matter jurisdiction in Hamilton County, Ohio.

(D) Entire Document. 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) Severability. 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) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by the Grantee without the prior express written consent of the City.

(G) Successor in Interest. Each and all of the Grantee's obligations under this Agreement shall extend to and bind not only the Grantee, but its successors and assigns. Only in the case of assignment consented to by the City (as provided in subsection (F) above), the Grantee's benefits hereunder shall inure to the benefit of any approved assignee.

(H) Certification as to Non-Debarment. 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) Notices. 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 the Grantee:

StarStone US Intermediaries, Inc.

221 Dawson Road
Columbia, SC 29223

And a copy to:
StarStone U.S. Intermediaries, Inc.
201 East 5th Street, 12th Floor
Cincinnati, Ohio 45202
Attention: Lynn Tetley, Assistant Vice President Human Resources

If the Grantee sends a notice to the City alleging that the City is in breach of this Agreement, the 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) Wage Enforcement. 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) Legal Requirements. In completing and operating the Project, and in undertaking the matters contemplated by this Agreement, the 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) Counterparts and Electronic Signatures. 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; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

18. FEES. The 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 "Effective Date."

STARSTONE US INTERMEDIARIES, INC.,
a New Jersey corporation

By:_____

Printed Name:_____

Title:_____

Date: _____, 2021
As authorized by corporate resolution dated _____, 2021

CITY OF CINCINNATI,
an Ohio municipal corporation

By:_____
Paula Boggs Muething, City Manager

Date:_____, 2021

Approved as to Form:

_____

Assistant City Solicitor

Certification of Funds:

Certified Date:_____

Fund/Code:_____

Amount:_____

By: _____
Karen Alder, City Finance Director

city of CINCINNATI
Interdepartment Correspondence Sheet

September 1, 2021

To: Mayor and Members of City Council 202102650

From: Paula Boggs Muething, City Manager

Subject: **EMERGENCY ORDINANCE – COMMUNITY REINVESTMENT AREA TAX EXEMPTION AGREEMENT FOR HYDE PARK PARTNERS, LLC.**

Attached is an Emergency Ordinance captioned:

> **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Hyde Park Hotel Partners, LLC, thereby authorizing a 13-year tax exemption for 100% of the value of improvements made to real property located at 2654 Madison Road in the Hyde Park neighborhood of Cincinnati, in connection with the construction of a 103-room hotel, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold, or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately $11,771,503.

BACKGROUND/CURRENT CONDITIONS

This property was formally a vacant, multi-building site in the Hyde Park neighborhood of Cincinnati. The Developer submitted a CRA application to DCED requesting assistance in the redevelopment of this property. The property is within walking distance to Rookwood Shopping Center and Hyde Park Square. The property is also within proximity to the city funded Wasson Way Trail, a bicycle and pedestrian corridor using trail and signed bicycle routes connecting Uptown and Fairfax. The trail will be located primarily within an unused railroad corridor and existing City right-of-way which starts at Marburg Avenue in Hyde Park and goes to Montgomery Road on the edge of Xavier's campus. Wasson Way is a key east-west corridor in CROWN, the Cincinnati Riding or Walking Network.

DEVELOPER INFORMATION

Hyde Park Partners, LLC is an entity affiliate of Brandicorp. Based in Bellevue, KY. Brandicorp has been investing in their local markets since 1984 to serve the real estate needs of clients and provide a positive impact on communities by which they operate. Brandicorp develops, owns, operates, and manages commercial real estate across a variety of product types located primarily in Greater Cincinnati and Northern Kentucky. Brandicorp has been working on Montgomery Quarter, a transformational mixed-use development located at the intersection of Montgomery Road (US-22) and Ronald Reagan Cross-County Highway (SR-126). Brandicorp specializes in medical office buildings, hotels, restaurants, and retail projects.

PROJECT DESCRIPTION

Once completed, the formally vacant site will consist of a seven-floor, one hundred and three (103) guest room hotel located at 2654 Madison Road in the Hyde Park neighborhood of Cincinnati. The hotel will be constructed to LEED-Silver standards. Hyde Park Partners, LLC will partner with Lexington Management to develop, build, and operate the hotel. These two firms have been working together for over 12 years and co-own and manage over a dozen hotels in the tri-state area. In connection with this project, it is estimated that 65 temporary construction jobs are created at a total annual payroll of $2,500,000 and 17 estimated full-time employees are created at a total annual payroll of $600,000.

This project is consistent with several of Plan Cincinnati's goals including the City's goal to remain competitive economically, and the City's goal to be good stewards of its resources—both built and environmental.

PROPOSED INCENTIVE

DCED is recommending a 100% (net 52%), 13-year CRA tax exemption for this property. The exemption applies only to the increase in value of the property site attributable to the project improvements. Pursuant to the Commercial CRA policy established by City Council, this project scored 12 points as indicated below which would merit a 13-year net 52% CRA Tax Abatement:

"But For" Analysis (0-3 points) *	2
LEED (0-6 points)	2
Neighborhood VTICA (1 point for contributions over 1% but less than 15% and 8 points for contributions of 15% or more)	8
TOTAL	**12**

* *"But For" Analysis Explanation:* 3 points were awarded for the following reasons:

- The *"But For"* analysis factors in site assembly required by the developer to construct the hotel
- Over 10 parcels were acquired and consolidated to form new parcel 041-0005-0193-00 (2690 Madison Road)
- The Project will create 17 FTEs with a payroll of $600,000

The administration is recommending a 13-year CRA term to allow for the project to secure adequate construction and permanent financing using the realized savings. This project will result in a much-needed hotel option in the Hyde Park neighborhood, in very close proximity to Rookwood Shopping Center, and Hyde Park Center at Madison and Edwards Road intersection.

SUMMARY		
Forgone Public Benefit if Project Does not Proceed		
	CPS PILOT (Forgone New Revenue)	($1,017,428)
	VTICA (Forgone New Revenue)	($462,467)
	Income Tax (Forgone New Revenue)	($233,800)
	Total Public Benefit Lost	($1,713,696)
Incentive Value		
	Annual Net Incentive to Developer	$123,325
	Total Term Incentive to Developer	**$1,603,220**
	City's Portion of Property Taxes Forgone	**$397,911**
Public Benefit		
	CPS PILOT	
	Annual CPS Pilot	$78,264
	Total Term CPS PILOT	**$1,017,428**
	VTICA	
	Annual VTICA	$35,574
	Total Term VTICA	**$462,467**
	Income Tax (Max)	**$233,800**
	Total Public Benefit (CPS PILOT/VTICA /Income Tax)	**$1,713,696**
	Total Public Benefit ROI*	$1.07
	City's ROI*	$4.31

PROJECT TEAM & TIMELINE

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

- Assistant City Manager: Billy Weber (Ext. 3318)
- DCED Director: Markiea Carter (Ext. 1953)
- Project Attorney: Samantha Brandenburg (Ext. 4704)

The anticipated council timeline, which includes two Budget and Finance meetings if necessary is as follows:

- September 1, 2021: Introduction to City Council
- September 7, 2021: Budget and Finance (#1)
- September 13, 2021: Budget and Finance (#2)
- September 9, 2021: City Council for Final Approval

RECOMMENDATION

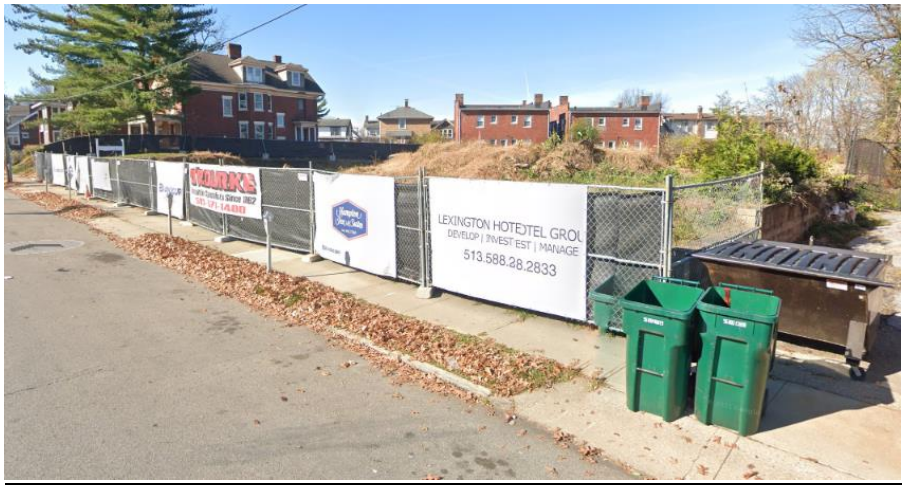
The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs

Property Location



EMERGENCY

City of Cincinnati

SSB

An Ordinance No._____ - 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Hyde Park Hotel Partners, LLC, thereby authorizing a 13-year tax exemption for 100% of the value of improvements made to real property located at 2654 Madison Road in the Hyde Park neighborhood of Cincinnati, in connection with the construction of a 103-room hotel, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately $11,771,503.

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

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

WHEREAS, to encourage the development of real property in a more environmentally-friendly manner, the Commercial Policy Ordinance incentivizes: (i) construction and remodeling to Leadership in Energy and Environmental Design ("LEED") standards (as defined by the U.S. Green Building Council); and (ii) construction and remodeling that obtains (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (collectively, "LBC" standards), all pursuant to the Statute; and

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

WHEREAS, Hyde Park Hotel Partners, LLC (the "Company") desires to construct a 103-room hotel on real property at 2654 Madison Road located within the corporate boundaries of the City of Cincinnati, to LEED or LBC standards (the "Improvements"), provided that the

appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

WHEREAS, the Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as may be amended, the "Board of Education Agreement"), has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to facilitate permanent improvements and neighborhood services furthering redevelopment in the neighborhood of the Improvements and to support affordable housing on a City-wide basis; and

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

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Hyde Park Hotel Partners, LLC (the "Agreement"), thereby authorizing a 13-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 2654 Madison Road in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the construction of a 103-room hotel, to be constructed in compliance with Leadership in Energy and Environmental Design

Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total construction cost of approximately $11,771,503.

Section 2. That Council authorizes the City Manager:

(i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and

(ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and

(iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District, in accordance with Ohio Revised Code Section 3735.672; and

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

Community Reinvestment Area Tax Exemption Agreement
(LEED or Living Building Challenge)

SEE ATTACHED

Contract No. _____

Community Reinvestment Area Tax Exemption Agreement
(LEED or Living Building Challenge)

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and HYDE PARK HOTEL PARTNERS, LLC, an Ohio limited liability company (the "Company").

Recitals:

A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.

D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.

E. The Company is the sole owner of certain real property within the City, located at 2654 Madison Road, Cincinnati, Ohio 45208 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

F. The Company has proposed the construction of a building located on the Property to LEED Silver standards, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax

exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to 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.

L. 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 thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

P. The Company acknowledges that the Hyde Park neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Hyde Park neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit

administrative organization (the "Third-Party Administrator") to contribute to the Third-Party Administrator an amount equal to fifteen percent (15%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the Hyde Park neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a City-wide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

Q. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.

R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to construct a 103-room hotel with associated amenities and site improvements on the Property (the "Improvements") at an estimated aggregate cost of $11,771,503 to commence after the execution of this Agreement and to be completed no later than December 31, 2023; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code requirements and zoning regulations, as well as complying with LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 13 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days

after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC and/or LEED standards identified in Section 1, and (E) 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 construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2024 nor extend beyond the earlier of (i) tax year 2036 or (ii) the end of the 13th year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first

degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program.[1]

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, 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-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

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

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

[1] Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

(vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 17 full-time equivalent permanent jobs, and (ii) 65 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $600,000 of additional annual payroll with respect to the full-time equivalent permanent jobs, and (ii) $2,500,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of

Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars ($1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

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

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), 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.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an

agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

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

To the City:

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

To the Company:

Hyde Park Hotel Partners, LLC
45 Fairfield Avenue, Suite 200
Bellevue, Kentucky 41073

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

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

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

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

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with

the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

Section 37. Legal Requirements. In completing and operating the Project, the Company shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati.

Section 38. Counterparts and Electronic Signatures. 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; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

HYDE PARK HOTEL PARTNERS, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Lying in Section 33, Town 4, Fractional Range 2 of the Miami Purchase, Columbia Township, in the City of Cincinnati, Hamilton County, Ohio, being all of Lots 1-4, 8-9 and 12-15 and part of Lots 5, 7 and 10 of Rugg's Amended Plat of Subdivision Adjoining Hyde Park (P.B. 19 Pg. 15) and conveyed to Power Madison, LLC in O.R. 13847 Pg. 1552, O.R. 13470 Pg. 1676, O.R. 13247 Pg. 3282, O.R. 13470 Pg. 1673 and O.R. 13586, Pg. 563 the boundary of which being more particularly described as follows:

BEGINNING at a 1.25" pipe found at the northwest corner of Lot 15 of said Besuden Subdivision;

Thence along the north line of said subdivision, South 85°01'53" East a distance of 252.66 feet to a ½" iron pin found "P.L.S. 5214" at the northwest corner of a tract of land conveyed to Pancereo Tullis Investments, LTD. In O.R. 8156 Pg. 3220;

Thence along said west line, South 36°26'16" East a distance of 146.21 feet to a cross notch found in the north right of way line of Madison Road;

Thence along said right of way, South 53°33'44" West a distance of 100.00 feet to a 1" pipe found at the southeast corner of a tract of land conveyed to William K. Yee and Lai Sun Yee in O.R. 6951 Pg. 2058;

Thence along the east line of said Yee tract, North 36°26'16" West a distance of 140.00 feet to a point referenced by a 0.75" pipe found (South 61°45'55" West, 1.04 feet);

Thence in part along the north line of said Yee tract and the north line of the tract of land conveyed to William Yee Trust in O.R. 8761 Pg. 3454, South 53°33'44" West a distance of 100.00 feet to a 5/8" iron pin set "J.G.K. S-8227";

Thence along the west line of said William Yee Trust tract, South 36°26'16" East a distance of 140.00 feet to a 2" pipe found in the north right of way line of Madison Road;

Thence along said right of way line, South 53°33'44" West a distance of 150.27 feet to a 5/8" iron pin set at the southeast corner of a tract of land conveyed to Madison Road Holding Company, LLC in O.R. 11496 Pg. 2712;

Thence along the east line of said Holding Company, North 36°26'16" West a distance of 135.42 feet to a 5/8" iron pin found "J.G.K. S-8227" in the east line of a tract of land conveyed to Danielle M. Discepoli in O.R. 12765 Pg. 620;

Thence along the east line of said Discepoli Tract, North 04°42'20" East a distance of 6.42 feet to an existing stone found at the southeast corner of a tract of land conveyed to 3636 Besuden Court, LLC in O.R. 13586 Pg. 563;

DESCRIPTION ACCEPTABLE

Thence in part along the east line of said Besuden Court tract and the east line of the tracts of land conveyed to Power Madison, LLC in O.R. 13419 Pg. 1411, O.R. 13327 Pg. 277 and O.R. 13278 Pg. 1731 and the tract of land conveyed to Kimberli Temple in O.R. 13920 Pg. 1465, North 05°41'36" East a distance of 233.35 feet to the POINT OF BEGINNING

Containing 1.507 acres and is subject to easements and restrictions of record.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, (NAD 83)

Said herein description being the result of a field survey by Cardinal Engineering Corporation in November 2018 under the direct supervision of Daniel K. York, P.S. No. 8729. All 5/8" iron pins set are 30" in length with ID cap Stamped "DKY S-8729".

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

[TO BE ATTACHED TO EXECUTION VERSION]

Community Reinvestment Area Tax Exemption Agreement
(*LEED or Living Building Challenge*)

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and HYDE PARK HOTEL PARTNERS, LLC, an Ohio limited liability company (the "Company").

Recitals:

A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").

B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.

C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.

D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.

E. The Company is the sole owner of certain real property within the City, located at 2654 Madison Road, Cincinnati, Ohio 45208 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.

F. The Company has proposed the construction of a building located on the Property to LEED Silver standards, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax

exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.

H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars ($1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars ($750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.

K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to 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.

L. 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 thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").

M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").

N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.

O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.

P. The Company acknowledges that the Hyde Park neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Hyde Park neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit

administrative organization (the "Third-Party Administrator") to contribute to the Third-Party Administrator an amount equal to fifteen percent (15%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the Hyde Park neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a City-wide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

Q. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.

R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to construct a 103-room hotel with associated amenities and site improvements on the Property (the "Improvements") at an estimated aggregate cost of $11,771,503 to commence after the execution of this Agreement and to be completed no later than December 31, 2023; *provided,* however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code requirements and zoning regulations, as well as complying with LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 13 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days

after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC and/or LEED standards identified in Section 1, and (E) 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 construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2024 nor extend beyond the earlier of (i) tax year 2036 or (ii) the end of the 13th year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first

degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program.[1]

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, 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-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

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

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

[1] Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

(vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 17 full-time equivalent permanent jobs, and (ii) 65 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) $600,000 of additional annual payroll with respect to the full-time equivalent permanent jobs, and (ii) $2,500,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of

Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars ($1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

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

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), 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.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an

agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

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

To the City:

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

To the Company:

Hyde Park Hotel Partners, LLC
45 Fairfield Avenue, Suite 200
Bellevue, Kentucky 41073

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

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

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

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

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with

the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

Section 37. Legal Requirements. In completing and operating the Project, the Company shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati.

Section 38. Counterparts and Electronic Signatures. 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; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

HYDE PARK HOTEL PARTNERS, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Lying in Section 33, Town 4, Fractional Range 2 of the Miami Purchase, Columbia Township, in the City of Cincinnati, Hamilton County, Ohio, being all of Lots 1-4, 8-9 and 12-15 and part of Lots 5, 7 and 10 of Rugg's Amended Plat of Subdivision Adjoining Hyde Park (P.B. 19 Pg. 15) and conveyed to Power Madison, LLC in O.R. 13847 Pg. 1552, O.R. 13470 Pg. 1676, O.R. 13247 Pg. 3282, O.R. 13470 Pg. 1673 and O.R. 13586, Pg. 563 the boundary of which being more particularly described as follows:

BEGINNING at a 1.25" pipe found at the northwest corner of Lot 15 of said Besuden Subdivision;

Thence along the north line of said subdivision, South 85°01'53" East a distance of 252.66 feet to a ½" iron pin found "P.L.S. 5214" at the northwest corner of a tract of land conveyed to Pancereo Tullis Investments, LTD. In O.R. 8156 Pg. 3220;

Thence along said west line, South 36°26'16" East a distance of 146.21 feet to a cross notch found in the north right of way line of Madison Road;

Thence along said right of way, South 53°33'44" West a distance of 100.00 feet to a 1" pipe found at the southeast corner of a tract of land conveyed to William K. Yee and Lai Sun Yee in O.R. 6951 Pg. 2058;

Thence along the east line of said Yee tract, North 36°26'16" West a distance of 140.00 feet to a point referenced by a 0.75" pipe found (South 61°45'55" West, 1.04 feet);

Thence in part along the north line of said Yee tract and the north line of the tract of land conveyed to William Yee Trust in O.R. 8761 Pg. 3454, South 53°33'44" West a distance of 100.00 feet to a 5/8" iron pin set "J.G.K. S-8227";

Thence along the west line of said William Yee Trust tract, South 36°26'16" East a distance of 140.00 feet to a 2" pipe found in the north right of way line of Madison Road;

Thence along said right of way line, South 53°33'44" West a distance of 150.27 feet to a 5/8" iron pin set at the southeast corner of a tract of land conveyed to Madison Road Holding Company, LLC in O.R. 11496 Pg. 2712;

Thence along the east line of said Holding Company, North 36°26'16" West a distance of 135.42 feet to a 5/8" iron pin found "J.G.K. S-8227" in the east line of a tract of land conveyed to Danielle M. Discepoli in O.R. 12765 Pg. 620;

Thence along the east line of said Discepoli Tract, North 04°42'20" East a distance of 6.42 feet to an existing stone found at the southeast corner of a tract of land conveyed to 3636 Besuden Court, LLC in O.R. 13586 Pg. 563;

DESCRIPTION ACCEPTABLE

Thence in part along the east line of said Besuden Court tract and the east line of the tracts of land conveyed to Power Madison, LLC in O.R. 13419 Pg. 1411, O.R. 13327 Pg. 277 and O.R. 13278 Pg. 1731 and the tract of land conveyed to Kimberli Temple in O.R. 13920 Pg. 1465, North 05°41'36" East a distance of 233.35 feet to the POINT OF BEGINNING

Containing 1.507 acres and is subject to easements and restrictions of record.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, (NAD 83)

Said herein description being the result of a field survey by Cardinal Engineering Corporation in November 2018 under the direct supervision of Daniel K. York, P.S. No. 8729. All 5/8" iron pins set are 30" in length with ID cap Stamped "DKY S-8729".

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

[TO BE ATTACHED TO EXECUTION VERSION]

city of CINCINNATI
Interdepartment Correspondence Sheet

September 1, 2021

To: Mayor and Members of City Council 202102651

From: Paula Boggs Muething, City Manager

Subject: Zone Change at 4325 - 4329 Red Bank Avenue in Madisonville

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Transmitted is an Ordinance captioned:

AMENDING the official zoning map of the City of Cincinnati to rezone the real property located at 4325-4329 Red Bank Road in the Madisonville neighborhood from the MG, "Manufacturing General," zoning district to the CG-A, "Commercial General Auto-Oriented," zoning district to provide for the establishment of new commercial uses, including retail sales and daycare uses.

The City Planning Commission recommended approval of the amendment at its August 20, 2021, meeting.

Summary

The Myers Y. Cooper Company submitted an application seeking the rezoning of 4325-4329 Red Bank Road from the Manufacturing General (MG) zone to Commercial General Auto-Oriented (CG-A) zone in the Madisonville neighborhood. No new development is proposed; the rezoning would allow for more flexibility, regarding the permitted uses. More specifically, the zone change would permit retail sales and daycare uses that occupy 5,000 square feet or more of building space within the existing development at the current building square footage. The proposed zone change would allow uses that are consistent with adjacent properties along the Red Bank Expressway which contains a major commercial corridor, extending from Madison Road to Red Bank Road.

The proposed zone change has received a letter of support from the Madisonville Community Urban Redevelopment Corporation.

The Administration recommends passage of the Ordinance.

cc: Katherine Keough-Jurs, AICP, Director, Department of City Planning and Engagement

DBS

- 2021

AMENDING the official zoning map of the City of Cincinnati to rezone the real property located at 4325-4329 Red Bank Road in the Madisonville neighborhood from the MG, "Manufacturing General," zoning district to the CG-A, "Commercial General Auto-Oriented," zoning district to provide for the establishment of new commercial uses, including retail sales and daycare uses.

WHEREAS, The Myers Y. Cooper Company ("Petitioner") has petitioned to rezone the real property located at 4325-4329 Red Bank Road in the Madisonville neighborhood ("Property") from the MG, "Manufacturing General," zoning district to the CG-A, "Commercial General Auto-Oriented," zoning district; and

WHEREAS, the current MG, "Manufacturing General," zoning district does not permit retail sales uses that occupy 5,000 square feet or more of building space and rezoning the Property to the CG-A, "Commercial General Auto-Oriented," zoning district would allow the Petitioner to make full use of the existing buildings on the Property for retail sales and daycare uses; and

WHEREAS, the proposed zone change would allow for the Property to be developed and operated in a manner that is consistent with adjacent properties along the Red Bank Expressway, a major commercial corridor that extends from Madison Road to Red Bank Road; and

WHEREAS, the proposed zone change is consistent with *Plan Cincinnati* (2012), particularly the plan's goal to "target investment to geographic areas where there is already economic activity" (page 141) and the goal to "strategically select areas for new growth" (page 118); and

WHEREAS, at its regularly scheduled meeting on August 20, 2021, the City Planning Commission determined that the proposed zone change is in the interest of the public's health, safety, morals, and general welfare, and it recommended rezoning the Property from the MG, "Manufacturing General," zoning district to the CG-A, "Commercial General Auto-Oriented," zoning district; 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 rezoning the Property, finding it in the interest of the public's health, safety, morals, and general welfare; and

WHEREAS, the Council resolves to rezone the Property from the MG, "Manufacturing General," zoning district to the CG-A, "Commercial General Auto-Oriented," zoning district, 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 the shape and area of the City of Cincinnati's official zoning map in the location of the real property located at 4325-4329 Red Bank Road in the Madisonville neighborhood, shown on the map attached hereto as Exhibit "A" and incorporated herein by reference, and being more particularly described on the legal description contained in Exhibit "B" attached hereto and incorporated herein by reference, is hereby amended from the MG, "Manufacturing General," zoning district to the CG-A, "Commercial General Auto-Oriented," zoning district.

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Honorable City Planning Commission
Cincinnati, Ohio

August 20, 2021

SUBJECT: A report and recommendation on a proposed zone change from Manufacturing General (MG) to Commercial General-Auto-oriented (CG-A) at 4325-4329 Red Bank Road in Madisonville.

GENERAL INFORMATION:

Location: 4325-4329 Red Bank Road, Cincinnati, Ohio 45227
Petitioner: The Myers Y. Cooper Company
Petitioner's Address: 9301 Montgomery Road # 2B, Cincinnati, Ohio 45242

EXHIBITS:

Provided in addition to this report are the following exhibits:

- Exhibit A Location Map
- Exhibit B Zone Change Application
- Exhibit C Legal Description
- Exhibit D Zone Plat
- Exhibit E Zoning Survey
- Exhibit F Coordinated Site Review Letter
- Exhibit G Letter from Madisonville Community Urban Redevelopment Corporation
- Exhibit H Site Photos

BACKGROUND:

The petitioner, The Myers Y. Cooper Company, requests a zone change at 4325, 4327, and 4329 Red Bank Road in Madisonville from Manufacturing General (MG) to Commercial General-Auto-oriented (CG-A) to permit mixed-uses for the existing development at the subject property. The subject property is 2.569 acres and located just north of the intersection of Red Bank Road and Brotherton Road. The area is characterized by a mix of retail, institutional, and office uses.

The subject property is currently zoned Manufacturing General (MG). The MG zone is intended to identify, create, preserve, and enhance areas that are appropriate for a wide variety of supporting and related commercial and manufacturing establishments that may have the potential to generate off-site impacts. The proposed zone is Commercial General – Auto-oriented (CG-A). The CG-A zone is intended to maintain, support and create areas of the City that serve as region-drawing centers of activity. These areas should reflect a mix of commercial, office, recreation and entertainment and arts that reflect the regional importance of the area. Auto-oriented is intended for areas that provide for easy automobile access. Large buildings are located on the site with parking on the front. Out lots associated with shopping centers often contain auto-oriented businesses. Performance standards are intended to mitigate the impact of the parking lots and buffer adjacent residential areas.

ADJACENT LAND USE AND ZONING:

The subject properties are currently zoned MG (Manufacturing General) as shown on the attached map (Exhibit A). The zoning and land uses surrounding the subject properties are as follows:

North:

Zoning: Manufacturing Limited (ML)
Existing Use: Commercial Office

East:

Zoning: Residential Multi-family (2,000 sq. ft/unit) (RM-2.0)

Existing Use: Commercial Apartments

South:
Zoning: Manufacturing General (MG)
Existing Use: Commercial Retail

West:
Zoning: Manufacturing General (MG)
Existing Use: Public Utility

COORDINATED SITE REVIEW:

The petitioner submitted their proposed zone change for Coordinated Site Review as a Preliminary Design Review in June 2021. The Department of City Planning and Engagement recommended the petitioner engage with the Madisonville Community Council.

Other City Departments provided feedback and requirements to fulfill prior to permitting. All departmental comments can be seen in the feedback letter (Exhibit F).

PUBLIC COMMENT AND NOTIFICATION:

The petitioners presented the proposed zone change to the Madisonville Community Council (MCC) on July 15, 2021. Attendees asked questions about whether the petitioner planned to re-develop the property, in lieu of the proposed zone change, and how they could indicate support of the request. The petitioner stated no interest in redevelopment at this time. MCC voted in favor for providing a letter of support.

The Department of City Planning and Engagement held a virtual public staff conference on the proposed zone change on July 22, 2021. Notices were sent to property owners within a 400-foot radius of the subject properties, the MCC, and the Madisonville Community Urban Redevelopment Corporation (MCURC). There were two members of the petitioner's team present and a representative from MCURC, in addition to one community member. Generally, attendees were supportive. Questions included additional clarification of the intended future use of the subject property, pending zone change approval. A member of the petitioner's team shared anticipation of retail sale and daycare uses, limitations of allowable square footage for retail sale uses of the adjacent Manufacturing Limited (ML) zoning district, and the contact between MCURC and MCC that occurred, prior to the submission of the request.

All property owners within a 400-foot radius of the subject properties, MCC, and MCURC, and public staff conference attendees were mailed notice of the City Planning Commission meeting on August 5, 2021. MCURC submitted a letter of support for the proposed zone change (Exhibit G). Staff has not received any additional correspondence on the proposed zone change to-date.

CONSISTENCY WITH PLANS:

The proposed zone change is consistent with the Compete Initiative Area of *Plan Cincinnati* (2012), specifically the Goal "Strategically select areas for new growth" (p. 118). It will help focus retail uses nearby a "*GO Cincinnati Plan*" area, located at the Madison Road and Red Bank Expressway intersection. While the Red Bank Road Corridor may have been previously expected by the community to sustain a focus primarily on industrial uses (*Madisonville Industrial Corridor Urban Renewal Plan* [1991]), the effects of increased commercial development made along the Madison Road Growth Opportunity (GO) Corridor have branched into new growth of commercial and residential uses along Red Bank Expressway. The proposed zone change will permit retail sale uses of 5,000 square feet and above. Additionally, the subject property is located within the walkable one-mile radius of the Neighborhood Business District.

ANALYSIS:
The Department of City Planning and Engagement reviewed the zone change request and analyzed several zoning districts to determine the most appropriate zoning designation that would allow for more flexibility of commercial uses within the existing development. The zoning designations analyzed were Manufacturing Limited (ML) and Commercial General – Auto-oriented (CG-A).

The current MG zone and the adjacent ML zone does not permit retail sale uses that occupy 5,000 square feet and above. The petitioner has asked for the CG-A zoning designation to permit mixed uses for the existing development. This would allow the petitioner to lease space within the existing development at current building square footages for, both, retail sale and daycare uses.

The proposed zone change would increase the extent of CG-A zoning districts, along the Red Bank Expressway Corridor. In the neighborhood, Red Bank Expressway contains a major commercial corridor that extends from Madison Road to south of Red Bank Road. Supporting commercial density near Red Bank Expressway in these areas will help support the corridor and the CG-A District, located within 0.25 miles of the subject property.

Based on staff analysis, it was determined that the Commercial General – Auto-oriented (CG-A) zoning district would be an appropriate zoning designation for the site to allow the anticipated uses. Additionally, the petitioner has the support of MCURC and MCC, entities intimately familiar with the needs of the neighborhood and its residents.

CONCLUSIONS:
The staff of the Department of City Planning and Engagement supports the proposed change in zoning for the following reasons:

1. The proposed zone is consistent with the existing surrounding built environment with regards to allowable uses, building scale, massing, and existing zoning districts along the Red Bank Expressway Corridor.

2. It is consistent with *Plan Cincinnati* (2012) within the Compete Initiative Area, specifically the Goal to, "Strategically select areas for new growth."

RECOMMENDATION:
The staff of the Department of City Planning and Engagement recommends that the City Planning Commission take the following action:

APPROVE the proposed zone change from Manufacturing General (MG) to Commercial General – Auto-oriented (CG-A) at 4325-4329 Red Bank Road in Madisonville.

Respectfully submitted:

Ashlee Dingler-Marshall, City Planner
Department of City Planning and Engagement

Approved:

Katherine Keough-Jurs, AICP, Director
Department of City Planning and Engagement

Proposed Zone Change at 4325-29 Red Bank Road in Madisonville

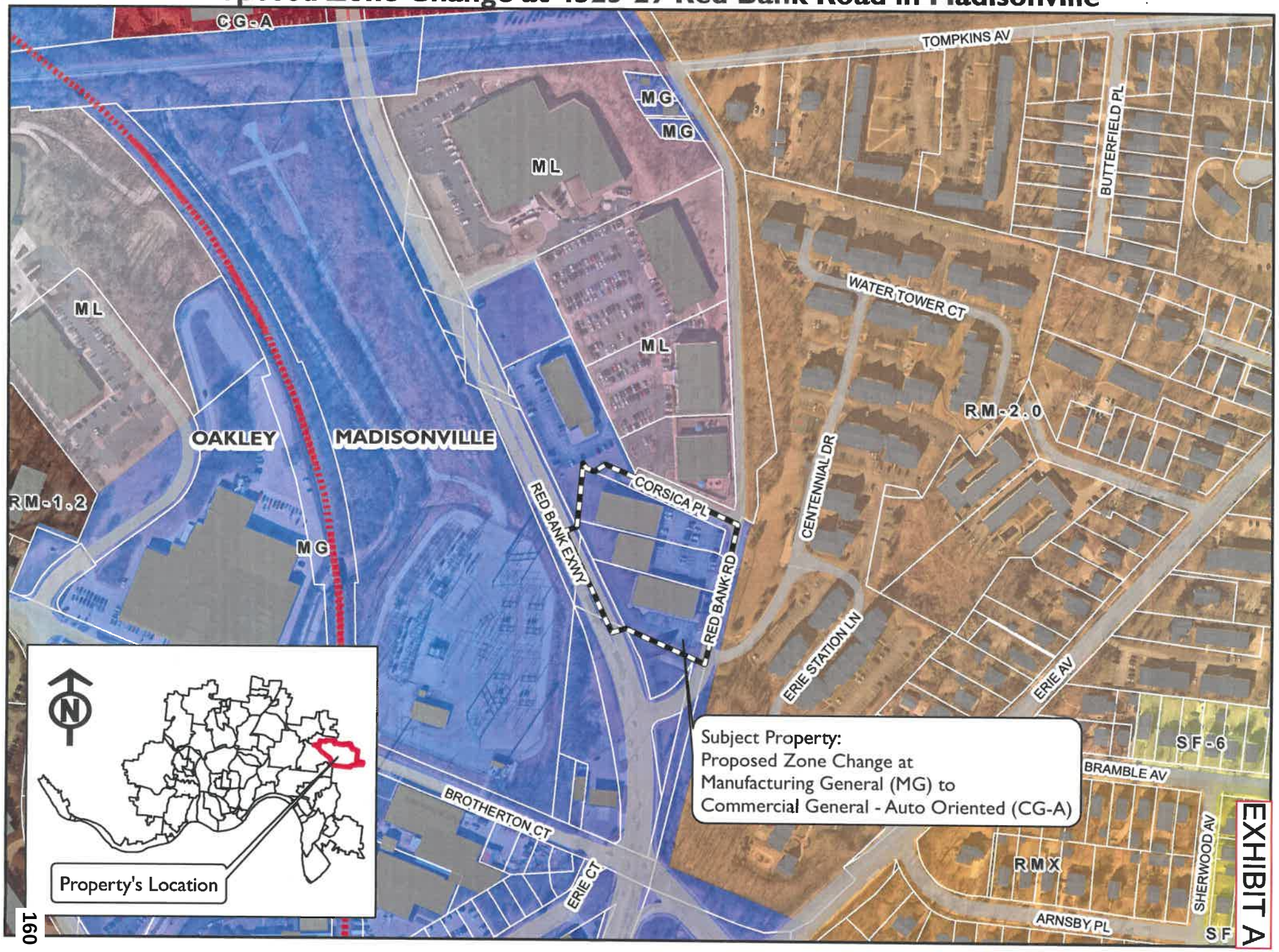


EXHIBIT A

EXHIBIT B

PETITION FOR CHANGE OF ZONING OF PROPERTY
LOCATED IN THE CITY OF CINCINNATI, OHIO

To: The Honorable Council of the City of Cincinnati Date: June 16, 2021

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the MG Zone District to the CG-A Zone District.

Location of Property (Street Address): 4325, 4327 & 4329 Red Bank Rd. Cincinnati, OH 45227
Auditor parcels: 036-0006-0330-00, 036-0006-0326-00, 036-0006-0327-00, 036-0006-0181-00

Area Contained in Property (Excluding Streets): 1.966 acres

Present Use of Property: Mixed use: retail, office, health and juvenile therapy.

Proposed Use of Property & Reason for Change: Zone change request from MG to GC-A for this three parcel development to accommodate additional commercial uses in keeping with the community needs and corridor growth. Current MG zoning restricts a variety of business uses and sizes...specifically retail and day care.

Property Owner's Signature: Raymond K. Cooper

Raymond K. Cooper, II - President

Name Typed: The Myers Y. Cooper Company

Address: 9301 Montgomery Rd., Suite 2B, Cinti., OH 45242 Phone: 513-248-8350

Agent Signature: _____

Name Typed: _____

Address: _____ Phone: _____

Please Check if the Following Items are Attached

Application Fee X Copies of Plat X Copies of Metes and Bounds X

EXHIBIT C

Thomas Graham Associates, Inc.
Engineers • Surveyors

803 Compton Road, Suite A
Cincinnati, Ohio 45231-3819
(513) 521-4760
Fax (513) 521-2439
bobtrenkamp@tgraham.com

June 30, 2021

Legal Description: Zone Change
MG to CG-A (2.569 Acres)

Situated in Section 16, Town 4, Range 2, Miami Purchase, City of Cincinnati, Hamilton County, State of Ohio, and being more particularly described as follows:

Beginning at the centerline intersection of Red Bank Road and Corsica Place, thence with the centerline of Red Bank Road, South 13° 27' 05" West, 325.28 feet; thence departing the said centerline of Red Bank Road, North 66° 24' 55" West, 193.47 feet to the existing East right-of-way line of Red Bank Expressway, thence departing the said existing East right-of-way of Red Bank Expressway, South 64° 23' 36" West, 43.00 feet to the centerline of Red Bank Expressway; thence with the said centerline of Red Bank Expressway, North 25° 36' 24" West, 252.65 feet; thence departing the said centerline of Red Bank Expressway, North 64° 23' 36" East, 43.00 feet to the existing East right-of-way of Red Bank Expressway and the East line of Section 16, thence departing the said existing East right-of-way of Red Bank Expressway with the said East line of Section 16, North 05° 10' 28" East, 143.87 feet; thence departing the said East line of Section 16, South 34° 23' 58" East, 13.60 feet; thence South 66° 33' 15" East, 20.74 feet; thence North 55° 14' 26" East, 29.41 feet; thence South 66° 33' 15" East, 69.30 feet to the West terminus of the right of way and the centerline of Corsica Place; thence departing the said West terminus of right of way with the centerline of Corsica Place, South 66° 33' 15" East, 255.92 feet to the centerline intersection of Red Bank Road and Corsica Place and the point of beginning. The above-described tract contains 2.569 acres of land and is subject to all easements and restrictions of record.

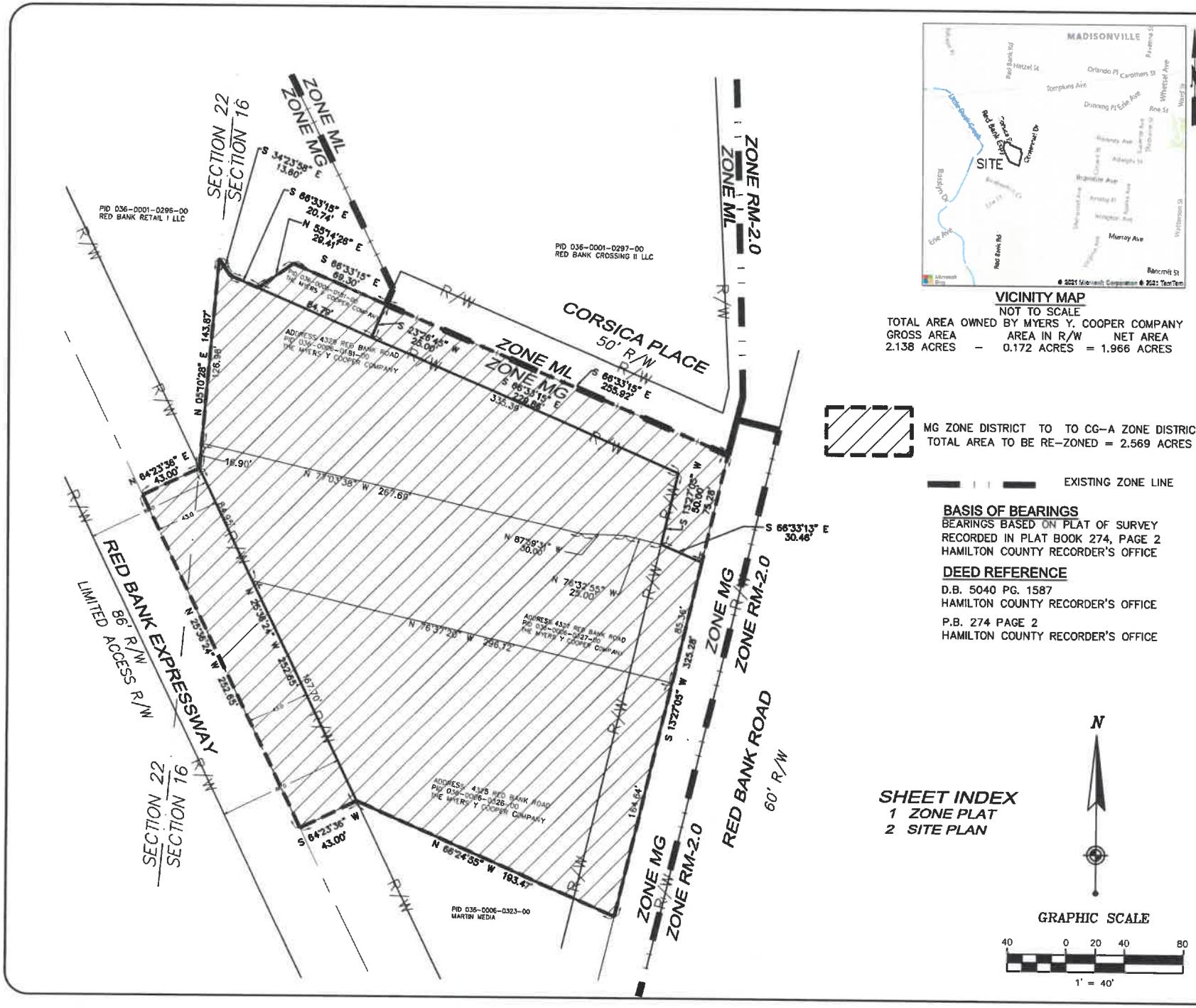
This description was prepared from existing records and is not the result of a field survey. This description is to be used for rezoning purposes only.

I hereby certify that this description of the property to be rezoned is a complete, proper, and legal description thereof.

Jason L. Kaffenberger

Jason L. Kaffenberger, Professional Surveyor #8428 in Ohio

STATE OF OHIO
JASON L. KAFFENBERGER 8428
REGISTERED PROFESSIONAL SURVEYOR



VICINITY MAP

NOT TO SCALE

TOTAL AREA OWNED BY MYERS Y. COOPER COMPANY

GROSS AREA		AREA IN R/W		NET AREA
2.138 ACRES	–	0.172 ACRES	=	1.966 ACRES

MG ZONE DISTRICT TO TO CG–A ZONE DISTRICT
TOTAL AREA TO BE RE–ZONED = 2.569 ACRES

EXISTING ZONE LINE

BASIS OF BEARINGS

BEARINGS BASED ON PLAT OF SURVEY RECORDED IN PLAT BOOK 274, PAGE 2 HAMILTON COUNTY RECORDER'S OFFICE

DEED REFERENCE

D.B. 5040 PG. 1587
HAMILTON COUNTY RECORDER'S OFFICE

P.B. 274 PAGE 2
HAMILTON COUNTY RECORDER'S OFFICE

SHEET INDEX

1 ZONE PLAT
2 SITE PLAN

N

GRAPHIC SCALE

40 0 20 40 80

1' = 40'

tga
THOMAS GRAHAM ASSOCIATES, INC.
• Engineers
• Surveyors

803 Compton Road
Cincinnati, Ohio 45231
513–521–4760
Fax # 521–2439

Date: JUNE 30, 2021
Scale: 1" = 40'
Job No: 7520

Revisions

No.	Date

ZONE PLAT

SECTION 16 TOWN 4 RANGE 2
MIAMI PURCHASE
CITY OF CINCINNATI
COUNTY OF HAMILTON
STATE OF OHIO

STATE OF OHIO
JASON L. KAFFENBERGER
8428
REGISTERED PROFESSIONAL SURVEYOR

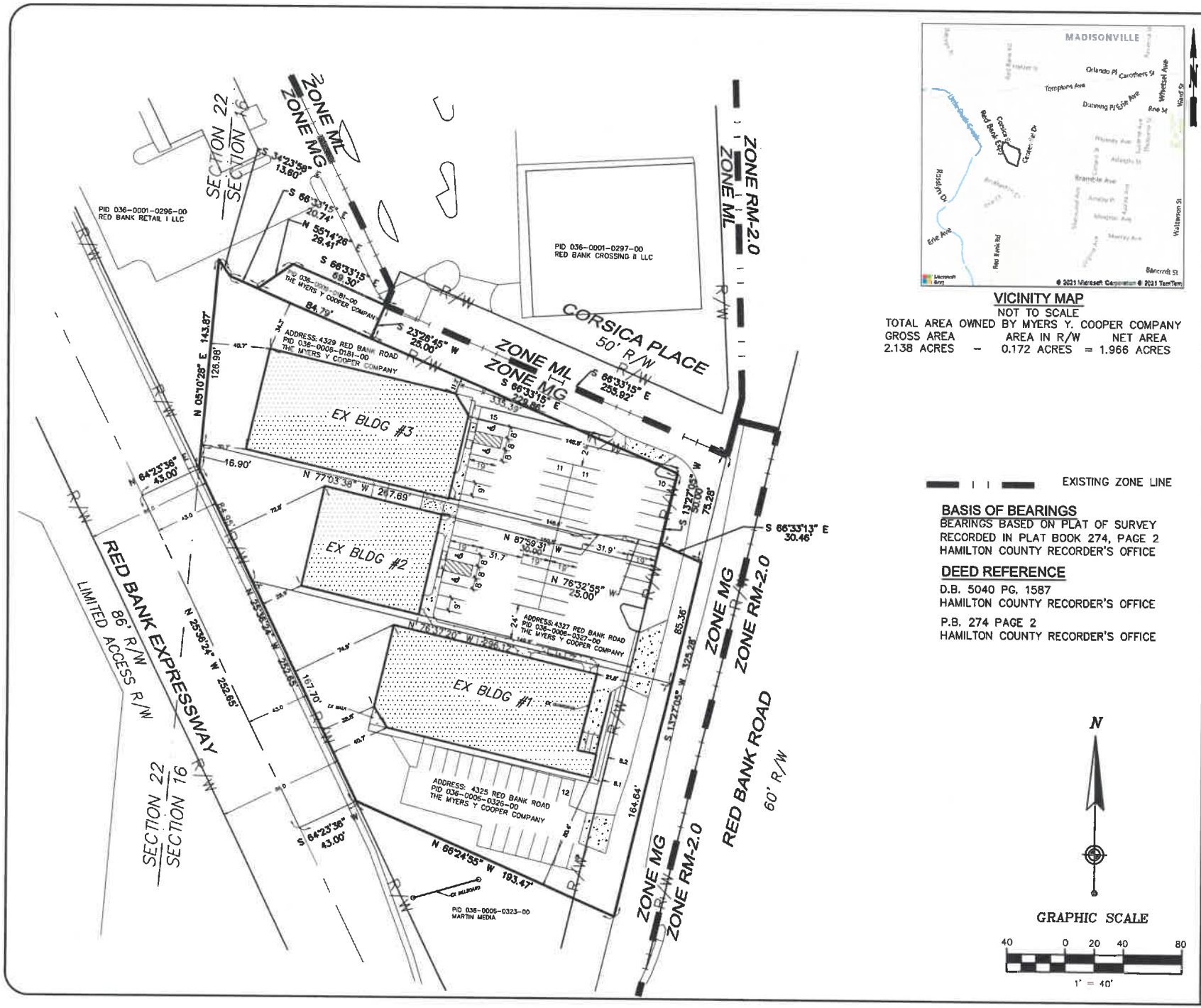
1 OF 2

Drawn By: J.KAFFENBER

Job No: 7520–2021

520_ZONE.DWG

EXHIBIT D



VICINITY MAP

NOT TO SCALE

TOTAL AREA OWNED BY MYERS Y. COOPER COMPANY

GROSS AREA		AREA IN R/W		NET AREA
2.138 ACRES	–	0.172 ACRES	=	1.966 ACRES

EXISTING ZONE LINE

BASIS OF BEARINGS

BEARINGS BASED ON PLAT OF SURVEY RECORDED IN PLAT BOOK 274, PAGE 2 HAMILTON COUNTY RECORDER'S OFFICE

DEED REFERENCE

D.B. 5040 PG. 1587
HAMILTON COUNTY RECORDER'S OFFICE

P.B. 274 PAGE 2
HAMILTON COUNTY RECORDER'S OFFICE

N

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THOMAS GRAHAM ASSOCIATES, INC.

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No.	Date

SITE PLAN

SECTION 16 TOWN 4 RANGE 2
MIAMI PURCHASE
CITY OF CINCINNATI
COUNTY OF HAMILTON
STATE OF OHIO

STATE OF OHIO
JASON L. KAFFENBERGER
8428
REGISTERED PROFESSIONAL SURVEYOR

Jason L. Kaffenberger

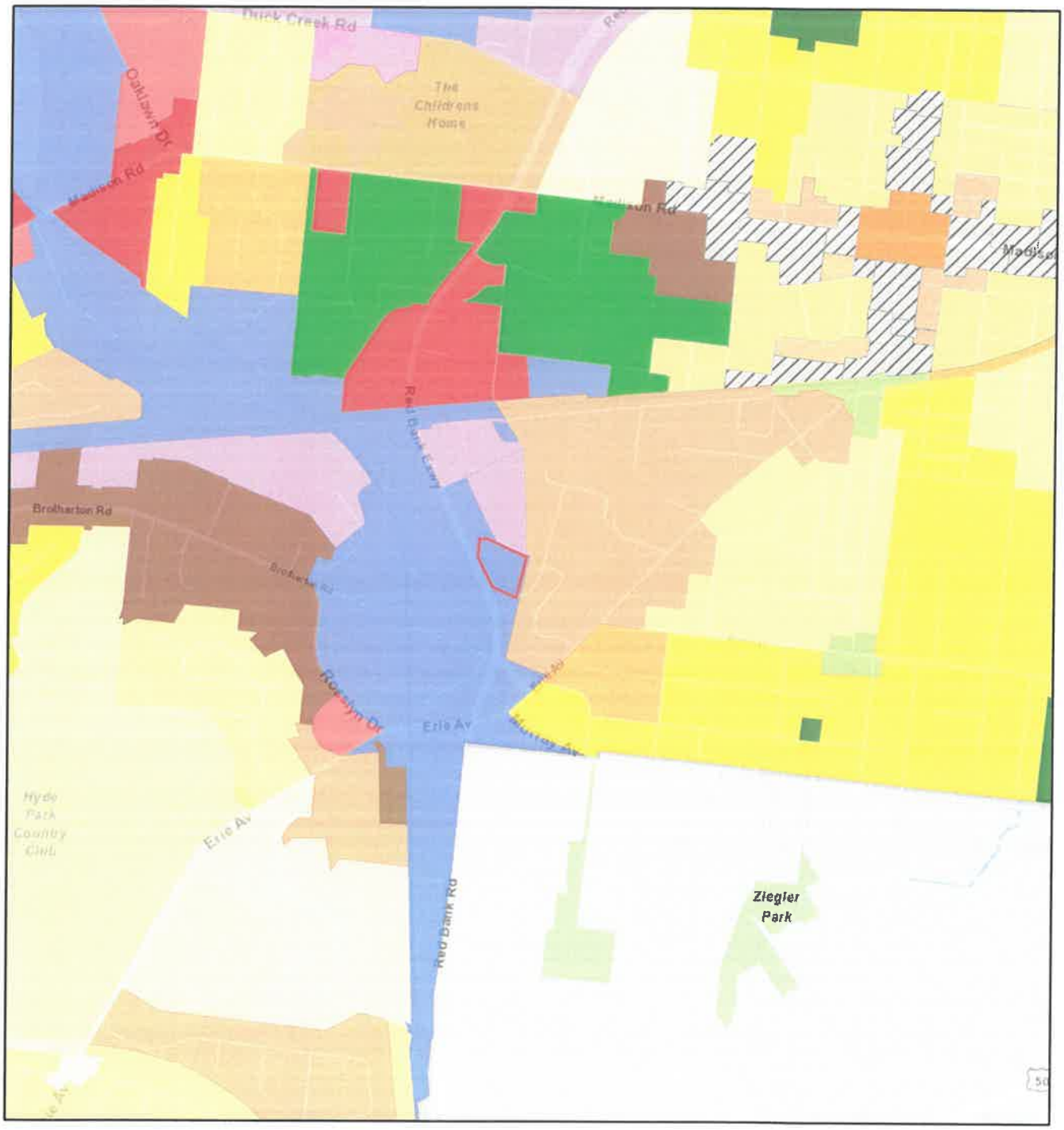
2 OF 2

Drawn By: J.KAFFENBERGER
Job No: 7520-2021

ACAD FILENAME: 7520_ZONE.DWG

EXHIBIT E

Zoning Map



6/24/2021, 10:27:40 AM

1:12,800

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Override 1

Zoning Designation (Cincinnati Only)

CC-A Commercial Community - Auto

CC-M Commercial Community- Mixed

CG-A Commercial General

CN-M Commercial Neighborhood - Mixed

CN-P Commercial Neighborhood - Pedestrian

MG Manufacturing General

ML Manufacturing Limited

OL Office Limited

CAGIS

The Myers Y. Cooper Company
CAGIS |

EXHIBIT F

city of CINCINNATI

July 8, 2021

Mr. Jeff Baumgarth
The Myers Y. Cooper Company
9301 Montgomery Road, Suite 2B
Cincinnati, Ohio 45242

Re: 4325, 4327 & 4329 Red Bank Road | Merchants of Red Bank (P) – **(CPRE210061)** Initial Comments and Recommendations

Dear Mr. Baumgarth,

This **Preliminary Design Review** letter is to inform you that our Advisory-TEAM has reviewed your proposed project located at **4325, 4327 & 4329 Red Bank Road** in the Community of Madisonville. This project may need to be returned to us for either a Development Design Review or Technical Design Review due to the need for a zone change. Please see our initial feedback listed below. Thank you for developing within the City of Cincinnati.

City Planning and Engagement Department

Immediate Requirements to move forward with project:

1. **A Zone Change from the existing Manufacturing General (MG) zoning district will be required to move the project forward. The applicant has already submitted an application for the zone change.**

Requirements to obtain Permits:

1. Zone Change must be approved prior to applying for permits.

Recommendations:

1. The Department of City Planning and Engagement recommends that the applicant engage with the Madisonville Community Council to discuss the project.

Contact:

- **Ashlee Dingler-Marshall** | City Planning and Engagement |513-352-4854 | ashlee.dingler-marshall @cincinnati-oh.gov

Buildings & Inspections – Zoning

Immediate Requirements to move forward with project:

1. What are the existing uses on the site? Analysis of the existing uses needs to be performed to determine if the existing uses would be non-conforming under the proposed zoning district.

Requirements to obtain Permits:

1. Note that future change of uses would be required to conform to parking requirements.

Recommendations:

- None

Contact:

- **Wes Munzel** | ZPE | 513-352-2442 | weston.munzel@cincinnati-oh.gov

Metropolitan Sewer District (MSD)

Immediate Requirements to move forward with project:

- None at this time

Requirements to obtain Permits:

- None at this time

Recommendations:

- None at this time

Contact:

- **Jim Wood** | MSD | 513-352-4311 | jim.wood@cincinnati-oh.gov

Stormwater Management Utility (SMU)

Immediate requirements to move forward with project:

- None at this time

Requirements to obtain Permits:

- None at this time

Recommendation:

- None at this time

Contact:

- **Rob Goodpaster** | SMU | 513-581-0893 | robert.goodpaster@cincinnati-oh.gov

Water Works

Immediate requirements to move forward with project:

- None

Requirements to obtain Permits:

- None

Recommendations:

- None

Contact:

- **Rick Roell** | Water Works | 513-591-7858 | richard.roell@gcww.cincinnati-oh.gov

Fire Department

Immediate Requirements to move forward with project:

1. None. Hydrants closest to property are:
    - 4321 Red Bank Rd.
    - 4410 Red Bank Rd.
    - 4403 Corsica Pl.

Requirements to obtain Permits:

- None

Recommendations:

1. No further recommendations needed at this time, as the project develops the Cincinnati Fire Department reserves the right to make additional recommendations per the Ohio Fire Code, NFPA, or the Cincinnati Fire Prevention Code.

Contact:

- **Maurice Byrd** | Fire Dept. | 513-806-9403 | maurice.byrdl@cincinnati-oh.gov

Office of Environmental Sustainability (OES)

Immediate Requirements to move forward with project:

- None

Requirements to obtain permits:

- None

Recommendations:

- None

Contact:

- **Howard Miller** | OES | 513-352-6999 | howard.miller@cincinnati-oh.gov

Parks Department (Urban Forestry)

Immediate Requirements to move forward with project:

- None

Requirements to obtain Permits:

- None

Recommendations:

- None

Contact:

- **Robin Hunt** | Urban Forestry. | 513-861-9070 | robin.hunt@cincinnati-oh.gov

Department of Transportation & Engineering (DOTE)

Immediate Requirements to move forward with project:

- None

Requirements to obtain Permits:

1. DOTE will need to review and approve any future development of the site.
2. Addresses need to be posted on each building, or individual commercial space, and be visible from Red Bank Rd. Contact DTEaddress@cincinnati-oh.gov for any questions.

Recommendations:

- None

Contact:

- **Morgan Kolks** | DOTE | 513-335-7322 | morgan.kolks@cincinnati-oh.gov

Buildings & Inspections – Buildings

Immediate Requirements to move forward with project:

- None

Requirements to obtain Permits:

1. Obtain a wrecking permit for each structure removed
2. The lots will need to be consolidated for new construction over existing property lines.

Recommendations:

- None

Contact:

- **Bob Martin** | B&I Plans Exam | 513-352-2456 | robert.martin@cincinnati-oh.gov

Law Department

Immediate Requirements to move forward with project:

- No comment at this time.

Requirements to obtain Permits:

- None

Recommendations:

- None

Contact:

- **Charles Martinez** | Law | 513-352-3359 | charles.martinez@cincinnati-oh.gov

Department of Community & Economic Development (DCED)

Immediate Requirements to move forward with project:

- None

Requirements to obtain Permits:

- None

Recommendations:

- None

Contact:

- **Roy Hackworth** | DCED | 513-352-6119 | roy.hackworth@cincinnati-oh.gov

Health Department

Immediate Requirements to move forward with project:

- None

Requirements to obtain Permits:

1. No need for Health to review project as proposed.

Recommendations:

- None

Contact:

- **Trisha Blake** | Health Dept. | 513-352-2447 | trisha.blake@cincinnati-oh.gov

Police Department

Immediate Requirements to move forward with project:

- None at this time.

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. | brandon.kyle@cincinnati-oh.gov

This letter is not intended as the City's final approval of your project, but rather as an initial review and consultation to provide feedback from the City's various departments and to better coordinate between the City and developer. We hope you find this process both forthcoming and helpful.

Sincerely,

Rodney D. Ringer,
Development Manager

RDR: rdr

EXHIBIT G

MCURC
Madisonville Community Urban Redevelopment Corporation

6111 Madison Road | Cincinnati, OH 45227
(513) 271-2495 | www.mcurc.org

July 21, 2021

To: City Planning Department
Two Centennial Plaza
805 Central Avenue, Seventh Floor
Cincinnati, Ohio 45202

Cc: Meyers Y Cooper Company

Re: Letter of Support

Planning Staff,

I am writing this letter to offer MCURC's support for Meyers Y Cooper Company's request for zone change for their properties located at 4325-4329 Red Bank Road. Their request is for a zone change from MG to GC-A which will allow them to accommodate additional commercial businesses in their existing structures and support the continued growth and development of the Red Bank Road Business Corridor keeping in line with the desires of the Madisonville neighborhood.

MCURC appreciates your consideration of our support as you work to make staff recommendations regarding this zone change. The Meyers Y Cooper Company has thoughtfully engaged with the community throughout this process, and this request reflects their commitment to having a positive impact on the community.

Thank you,
Elishia Chamberlain
Elishia Chamberlain, MPA
Executive Director

EXHIBIT H

CHRIST HOSPITAL THE
2139 AUBURN AVE Suite 304
CINCINNATI, OH 45219

DUKE ENERGY OHIO INC
C/O TAX DEPARTMENT
550 TRYON ST P.O. Box 1321
CHARLOTTE, NC 28201

JARU REALTY INC
5639 MACEY AVE
CINCINNATI, OH 45227

MARTIN MEDIA
1260 EDISON DR
CINCINNATI, OH 45216

MYERS Y COOPER CO THE
9301 MONTGOMERY RD Suite 2B
CINCINNATI, OH 45242

NAP ERIE LLC
212 E 3RD ST Suite 300
CINCINNATI, OH 45202

RED BANK CROSSING LTD
2135 DANA AVE Suite 200
CINCINNATI, OH 45207

SUNSHINE PLUS INC
4220 ORDERS RD
GROVE CITY, OH 43123

SUTTON HOLLAND M
& ROSEMARIE S
4239 ERIE AVE
CINCINNATI, OH 45227

Madisonville Community Council
P.O. Box 9514
Cincinnati, OH 45209

Madisonville Community Urban Redevelopment
Corporation
6111 Madison Rd.
Cincinnati, OH 45227

September 1, 2021

Cincinnati City Council
Council Chambers, City Hall
801 Plum Street
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 4325-4329 Red Bank Road in the Madisonville neighborhood from the MG, "Manufacturing General," zoning district to the CG-A, "Commercial General Auto-Oriented," zoning district to provide for the establishment of new commercial uses, including retail sales and daycare uses.

Summary:
The Myers Y. Cooper Company submitted an application seeking the rezoning of 4325-4329 Red Bank Road from the Manufacturing General (MG) zone to Commercial General Auto-oriented (CG-A) zone in the Madisonville neighborhood. No new development is proposed; the rezoning would allow for more flexibility, regarding the permitted uses. More specifically, the zone change would permit retail sales and daycare uses that occupy 5,000 square feet or more of building space within the existing development at the current building square footage. The proposed zone change would allow uses that are consistent with adjacent properties along the Red Bank Expressway which contains a major commercial corridor, extending from Madison Road to Red Bank Road.

The proposed zone change has received a letter of support from the Madisonville Community Urban Redevelopment Corporation.

The City Planning Commission recommended the following on August 20, 2021 to City Council:

> **APPROVE** the proposed zone change from Manufacturing General (MG) to Commercial General Auto-oriented (CG-A) at 4325-4329 Red Bank Road in Madisonville.

Motion to Approve:	Mr. Eby	Ayes:	Mr. Eby
			Mr. Juech
Seconded:	Ms. Sesler		Ms. McKinney
			Mr. Samad
			Ms. Sesler
			Mr. Smitherman

THE CITY PLANNING COMMISSION

_____
Katherine Keough-Jurs, AICP, Director
Department of City Planning and Engagement

city of CINCINNATI
Interdepartment Correspondence Sheet

Date: September 1, 2021
202102652

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: EMERGENCY ORDINANCE – SIDEWALK ASSESSMENTS – 2020 - SIDEWALK SAFETY PROGRAM – Miscellaneous Emergency Repair Locations

---

Attached is an emergency ordinance captioned as follows:

> LEVYING assessments for unpaid costs for necessary sidewalk, sidewalk area, curb and gutter construction, reconstruction and emergency repairs conducted at miscellaneous locations by the City of Cincinnati through its Sidewalk Safety Program, made in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169.

As required by state and local laws, this ordinance declares the necessity of levying assessments to reimburse the City for the cost and expense of repairing, reconstructing, and constructing concrete sidewalk and driveways on certain properties (Exhibit A) abutting the following streets within the City of Cincinnati: Congress Avenue, Hurd Avenue, Junietta Avenue, Knottypine Drive, Pembroke Avenue, and Ritchie Avenue for a total amount of $8,981.11

We have notified the abutting property owners of the need for these repairs. After providing time for property owners to arrange for repairs, the City directed its contractor to repair the remaining properties on the list. Abutting property owners were then billed the cost of the repairs performed by the City's contractor. The property owners have submitted a written confirmation agreeing to have the repair costs assesed to their property tax bill.

With passage of this ordinance, bills not paid within thirty days will be assessed as provided by the Ohio Revised Code and the Cincinnati Municipal Code. These amounts are scheduled to be paid over a three-year, five-year, or ten-year, as indicated on the attached Exhibit.

The reason for the emergency is the immediate need to levy the assessments to timely certify the assessments to the County Auditor so the assessmetns can be placed on the January 2022 tax bills.

The Administration recommends passage of the attached ordinance.

Attachment I – Exhibit A

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

EMERGENCY

City of Cincinnati

JRS

An Ordinance No. _____ - 2021

LEVYING assessments for unpaid costs incurred by the City in making emergency repairs to sidewalks, sidewalk areas, curbs, and gutters at various locations in the City through the City of Cincinnati's Sidewalk Safety Program, in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169.

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

WHEREAS, Cincinnati Municipal Code Section 721-165 authorizes the City to make emergency repairs to sidewalks, sidewalk areas, curbs, and gutters without prior notice to the abutting property owner when necessary to provide for public safety and also to bill the owner for the cost of the work; and

WHEREAS, City inspectors documented the need for emergency sidewalk repairs adjacent to each of the properties listed in the attached Exhibit A (the "Properties"); and

WHEREAS, the City performed the repairs after the owners of the Properties received written notice to make the repairs and failed to do so; and

WHEREAS, the City Council thereafter passed Resolution 35-2021 declaring the need for the emergency sidewalk repairs and the need to assess the Properties for repair and administrative costs incurred by the City in making the repairs; and

WHEREAS, the owners of the Properties have each agreed to have their respective properties assessed to reimburse the City for its costs, and the Clerk of Council has not received any objections to the assessments; and

WHEREAS, in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169, the Council hereby levies assessments on those Properties for which repair and administrative costs remain outstanding following the property owners' failure to pay such amounts within thirty days of being billed, which assessments shall be certified to the County Auditor and shall be collected in the same manner as real estate taxes; now, therefore,

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

Section 1. That the City Council hereby assesses those properties identified on the attached Exhibit A (the "Assessed Properties"), incorporated herein by reference, for outstanding

repair and administrative costs incurred by the City in making emergency repairs to the sidewalks, sidewalk areas, curbs, and gutters abutting the Assessed Properties.

Section 2. That each of the Assessed Properties is listed in the attached Exhibit A together with the amount of the assessment and the length of the assessment period.

Section 3. That the assessments shall be payable in cash to the City Treasurer within thirty days after the passage of this ordinance or, at the option of each property owner, in semi-annual installments for the assessment period.

Section 4. That the assessments not paid in cash within thirty days are to be certified to the County Auditor by the City Treasurer with interest at the rate of 3.16% for 3-year assessments, 3.36% for 5-year assessments, and 3.93% for 10-year assessments.

Section 5. That notes and bonds of the City of Cincinnati may be issued in anticipation of the collection of the assessments.

Section 6. That any amount received as a result of the assessments levied herein shall be deposited into the Sidewalk Special Assessment Fund No. 791.

Section 7. That a property owner's right under Section 721-159 of the Cincinnati Municipal Code to file a protest against an assessment shall expire 180 days following the date of the first tax bill containing a sidewalk assessment for the protested work.

Section 8. That the Clerk of Council is hereby directed to cause notice to be published once in a newspaper of general circulation within the City of Cincinnati, which notice shall state that the assessments have been made, that they are on file with the Clerk of Council, and that they are available for public inspection and examination by persons interested therein.

Section 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 levy the assessments to timely certify the assessments to the County Auditor so the assessments can be placed on the January 2022 tax bills.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

EXHIBIT A

Resolution No. 35-2021

		Total Assessment Amount	$8,981.11

		Term Years:	3
		Term Assessment Amount:	$5,964.30

Location #	Billing Parcel	Location	Collection Amount
1	021000740054	3036 JUNIETTA Av	$3,721.75
2	000100040147	6561 KNOTTYPINE Dr	$977.83
3	00380A030101	3548 PEMBROKE Av	$1,264.72

		Term Years:	5
		Term Assessment Amount:	$1,827.36

Location #	Billing Parcel	Location	Collection Amount
4	003700030381	6814 HURD Av	$1,827.36

		Term Years:	10
		Term Assessment Amount:	$1,189.45

Location #	Billing Parcel	Location	Collection Amount
5	002800030129	223 CONGRESS Av	$1,189.45

		Total Assessment Amount	$8,981.11
		Term Years:	**3**
		Term Assessment Amount:	$5,964.30

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city of CINCINNATI
Interdepartment Correspondence Sheet

Date: September 1, 2021
202102656

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: EMERGENCY ORDINANCE – SIDEWALK ASSESSMENTS – 2020 - SIDEWALK SAFETY PROGRAM – Miscellaneous Emergency Repair Locations – B Version

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Attached is an emergency ordinance captioned as follows:

> LEVYING assessments for unpaid costs for necessary sidewalk, sidewalk area, curb and gutter construction, reconstruction and emergency repairs conducted at miscellaneous locations by the City of Cincinnati through its Sidewalk Safety Program, made in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169.

As required by state and local laws, this ordinance declares the necessity of levying assessments to reimburse the City for the cost and expense of repairing, reconstructing, and constructing concrete sidewalk and driveways on certain properties (Exhibit A) abutting the following streets within the City of Cincinnati: Congress Avenue, Hurd Avenue, Junietta Avenue, Knottypine Drive, Pembroke Avenue, and Ritchie Avenue for a total amount of $8,981.11

We have notified the abutting property owners of the need for these repairs. After providing time for property owners to arrange for repairs, the City directed its contractor to repair the remaining properties on the list. Abutting property owners were then billed the cost of the repairs performed by the City's contractor. The property owners have submitted a written confirmation agreeing to have the repair costs assesed to their property tax bill.

With passage of this ordinance, bills not paid within fifteen days will be assessed as provided by the Ohio Revised Code and the Cincinnati Municipal Code. These amounts are scheduled to be paid over a three-year, five-year, or ten-year, as indicated on the attached Exhibit.

This ordinance modifies the amount of time provided to the citizen for payment to allow the City to meet the Hamilton County Auditor's September 30, 2021 deadline for assessment submittals.

The reason for the emergency is the immediate need to levy the assessments to timely certify the assessments to the County Auditor so the assessmetns can be placed on the January 2022 tax bills.

The Administration recommends passage of the attached ordinance.

Attachment I – Exhibit A

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

EMERGENCY

City of Cincinnati

JRS/B

BWG

An Ordinance No._____ - 2021

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WHEREAS, City inspectors documented the need for emergency sidewalk repairs adjacent to each of the properties listed in the attached Exhibit A (the "Properties"); and

WHEREAS, the City performed the repairs after the owners of the Properties received written notice to make the repairs and failed to do so; and

WHEREAS, the City Council thereafter passed Resolution 35-2021 declaring the need for the emergency sidewalk repairs and the need to assess the Properties for repair and administrative costs incurred by the City in making the repairs; and

WHEREAS, the owners of the Properties have each agreed to have their respective properties assessed to reimburse the City for its costs, and the Clerk of Council has not received any objections to the assessments; and

WHEREAS, in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169, the Council hereby levies assessments on those Properties for which repair and administrative costs remain outstanding following the property owners' failure to pay such amounts within fifteen days of being billed, which assessments shall be certified to the County Auditor and shall be collected in the same manner as real estate taxes; now, therefore,

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Section 2. That each of the Assessed Properties is listed in the attached Exhibit A together with the amount of the assessment and the length of the assessment period.

Section 3. That the assessments shall be payable in cash to the City Treasurer within fifteen days after the passage of this ordinance or, at the option of each property owner, in semi-annual installments for the assessment period.

Section 4. That the assessments not paid in cash within fifteen days are to be certified to the County Auditor by the City Treasurer with interest at the rate of 3.16% for 3-year assessments, 3.36% for 5-year assessments, and 3.93% for 10-year assessments.

Section 5. That notes and bonds of the City of Cincinnati may be issued in anticipation of the collection of the assessments.

Section 6. That any amount received as a result of the assessments levied herein shall be deposited into the Sidewalk Special Assessment Fund No. 791.

Section 7. That a property owner's right under Section 721-159 of the Cincinnati Municipal Code to file a protest against an assessment shall expire 180 days following the date of the first tax bill containing a sidewalk assessment for the protested work.

Section 8. That the Clerk of Council is hereby directed to cause notice to be published once in a newspaper of general circulation within the City of Cincinnati, which notice shall state that the assessments have been made, that they are on file with the Clerk of Council, and that they are available for public inspection and examination by persons interested therein.

Section 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

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Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

EXHIBIT A

Resolution No. 35-2021

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Location #	Billing Parcel	Location	Collection Amount
4	003700030381	6814 HURD Av	$1,827.36
		Term Years:	**10**
		Term Assessment Amount:	$1,189.45

Location #	Billing Parcel	Location	Collection Amount
5	002800030129	223 CONGRESS Av	$1,189.45

city of CINCINNATI

Interdepartment Correspondence Sheet

September 1, 2021

202102653

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance – Amending Ordinance No. 265-2020 to correct a clerical error

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Attached is an Emergency Ordinance captioned:

> **AMENDING** Ordinance 265-2020 to correct a clerical error in Exhibit 1 to the ordinance so that the list of properties to be assessed the unpaid costs of the private lead service line replacement is complete.

On August 5, 2020, Council approved Ordinance No. 265-2020 levying assessments for the unpaid private lead service line replacements conducted by the City of Cincinnati Greater Cincinnati Water Works. Exhibit 1 attached to Ordinance No. 265-2020, however, contained a clerical error resulting an incomplete list of properties attached. This amending ordinance will substitute a complete copy of Exhibit 1 to correct the record with the Clerk of Council.

The Administration recommends passage of this Emergency Ordinance.

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

EMERGENCY

City of Cincinnati

An Ordinance No._____ - 2021

ALA

BWG

AMENDING Ordinance 265-2020 to correct a clerical error in Exhibit 1 to the ordinance so that the list of properties to be assessed the unpaid costs of the private lead service line replacement is complete.

WHEREAS, on August 5, 2020, Council approved Ordinance 265-2020 levying assessments for the unpaid costs of private lead service line replacements undertaken at various locations by the City of Cincinnati Greater Cincinnati Water Works through its Lead Service Line Replacement Program in accordance with Cincinnati Municipal Code Sections 401-127 through 401-135; and

WHEREAS, Exhibit 1 to Ordinance 265-2020 listed the properties to be assessed for the unpaid costs of the private lead service line replacements undertaken at various locations by the City of Cincinnati Greater Cincinnati Water Works through its Lead Service Line Replacement Program; and

WHEREAS, through a clerical error an incomplete copy of Exhibit 1 was transmitted to the Clerk of Council; and

WHEREAS, Ordinance 265-2020 must be amended to substitute the attached Exhibit 1, which is a complete copy of the assessments levied upon the real property for the unpaid costs of the private lead service line replacements for FY 2020; now, therefore,

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

Section 1. That Ordinance 265-2020, approved by Council on August 5, 2020, is hereby amended to substitute the attached Exhibit 1 for the incomplete Exhibit 1 attached to Ordinance 265-2020.

Section 2. That all terms of Ordinance No. 265-2020 not amended by this ordinance remain in full force and effect.

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

emergency is the immediate necessity to authorize the Clerk of Council to substitute the attached Exhibit 1 for the incomplete Exhibit 1 attached to Ordinance 265-2020 in order to correct the legislative record on file with the Clerk of Council.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

EXHIBIT 1

AFFIDAVIT

STATE OF OHIO)
) **ss:**
COUNTY OF HAMILTON)

Re: Certification of Lead Service Line Replacement costs (CMC 401-133 and -135 and ORC 729.06)

Now comes Niranjan Deshpande and after being duly cautioned and sworn, states that that the following is true and based upon his own knowledge and belief:

1. I am employed by the City of Cincinnati and served in the position of Interim Lead Program Manager of the Greater Cincinnati Water Works (GCWW) of the City of Cincinnati from August 25, 2019 to May 16, 2020.

2. Pursuant to the Cincinnati Municipal Code (CMC) sections 401-133 and -135, the City of Cincinnati, through GCWW has the authority to notify the owner in writing of the requirement to replace the private lead service line.

3. Exhibit A, attached hereto and incorporated herein by reference, contains a list of properties and their owners who were either served with notices to replace their private Lead Service Line or who waived such notice and who executed agreements with GCWW to replace the private lead service line on the property and for owner to pay its share of costs incurred by GCWW.

4. Pursuant to the agreements and CMC 401-135, GCWW has completed the lead service line replacement work on the properties listed in Exhibit A and billed the property owner for their share of the replacement costs. The due date on the bills for each of the listed properties has passed.

5. CMC 401-135 provides, that GCWW shall certify any unpaid amounts to the City Treasurer in an affidavit with the following information as detailed in Exhibit A: the number of tax years over which the amount shall be collected, the amounts to be assessed in each semianual assessment, the date the costs were incurred, the address and parcel number(s) of the property served by the replaced service line and the name of the property owner of record at the time the costs were incurred.

6. Following approval of the assessments by ordinance, CMC 401-135 authorizes the Clerk of Council to certify the assessments to the Hamilton County Auditor for placement upon the tax list and duplicate for the relevant property.

7. I hereby certify the amounts and information listed on Exhibit A to the City Treasurer, and request that upon approval of ordinance that the Clerk of Council certify the listed assessments to the Hamilton County Auditor for placement upon the tax list and duplicate.

FURTHER, AFFIANT SAITH NAUGHT.

NIRANJAN DESHPANDE,

NOTARIAL SEAL STATE OF OHIO

Andrea Eumei Yang, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

Sworn to before me and in my presence this 13th day of July, 2020.

Notary Public – State of Ohio

{00289926-1}

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0070002000400	GERWE COLLEEN C	
1593 MOON VALLEY LN	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3999.00	799.80	399.90	3199.20	2021	1
	799.80	399.90	2399.40	2022	2
	799.80	399.90	1599.60	2023	3
	799.80	399.90	799.80	2024	4
	799.80	399.90	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0200001001300	ROBERT F & ANNE M CAVELLIER	
1048 RICHWOOD AV	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1975.80	395.16	197.58	1580.64	2021	1
	395.16	197.58	1185.48	2022	2
	395.16	197.58	790.32	2023	3
	395.16	197.58	395.16	2024	4
	395.16	197.58	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0340002004300	CHANEY BRITTANY J	
5325 WARD ST	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2009.40	401.88	200.94	1607.52	2021	1
	401.88	200.94	1205.64	2022	2
	401.88	200.94	803.76	2023	3
	401.88	200.94	401.88	2024	4
	401.88	200.94	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0370005004700	DAVIS ALEXANDER	
6911 MERWIN AV	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1493.40	298.68	149.34	1194.72	2021	1
	298.68	149.34	896.04	2022	2
	298.68	149.34	597.36	2023	3
	298.68	149.34	298.68	2024	4
	298.68	149.34	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0380A03015600	SAFFER JAMES L & ANNA V	
3644 ERIE AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	300.00	150.00	1200.00	2021	1
	300.00	150.00	900.00	2022	2
	300.00	150.00	600.00	2023	3
	300.00	150.00	300.00	2024	4
	300.00	150.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0390002017800	ROBERTS MELVIN & DANA	
3311 ALICEMONT AVE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1350.00	270.00	135.00	1080.00	2021	1
	270.00	135.00	810.00	2022	2
	270.00	135.00	540.00	2023	3
	270.00	135.00	270.00	2024	4
	270.00	135.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
053000200190 0	WARD VINCENT E & MEGAN A	
2161 EAST HILL AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	500.00	250.00	2000.00	2021	1
	500.00	250.00	1500.00	2022	2
	500.00	250.00	1000.00	2023	3
	500.00	250.00	500.00	2024	4
	500.00	250.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
054000100740 0	WALKER ROOSEVELT III & DONNA G	
3131 FAIRFIELD AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3000.00	600.00	300.00	2400.00	2021	1
	600.00	300.00	1800.00	2022	2
	600.00	300.00	1200.00	2023	3
	600.00	300.00	600.00	2024	4
	600.00	300.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
054000100750 0	SHROYER STUART M & STEPHANIE A	
3115 FAIRFIELD AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3000.00	600.00	300.00	2400.00	2021	1
	600.00	300.00	1800.00	2022	2
	600.00	300.00	1200.00	2023	3
	600.00	300.00	600.00	2024	4
	600.00	300.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540001011300	ANDERSON EMMA J	
1877 FAIRFAX AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
420.00	84.00	42.00	336.00	2021	1
	84.00	42.00	252.00	2022	2
	84.00	42.00	168.00	2023	3
	84.00	42.00	84.00	2024	4
	84.00	42.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002000300	RILEY DESMOND & CHERYL	
1917 KINNEY AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	360.00	180.00	1440.00	2021	1
	360.00	180.00	1080.00	2022	2
	360.00	180.00	720.00	2023	3
	360.00	180.00	360.00	2024	4
	360.00	180.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002001400	ZORN MATTHEW E	
1900 FAIRFAX AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	360.00	180.00	1440.00	2021	1
	360.00	180.00	1080.00	2022	2
	360.00	180.00	720.00	2023	3
	360.00	180.00	360.00	2024	4
	360.00	180.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002002600	RICHARD & KATIE LANE	
1934 FAIRFAX AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2100.00	420.00	210.00	1680.00	2021	1
	420.00	210.00	1260.00	2022	2
	420.00	210.00	840.00	2023	3
	420.00	210.00	420.00	2024	4
	420.00	210.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002008100	DUNAWAY CHRISTOPHER & AMANDA MARY	
1935 FAIRFAX AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1470.00	294.00	147.00	1176.00	2021	1
	294.00	147.00	882.00	2022	2
	294.00	147.00	588.00	2023	3
	294.00	147.00	294.00	2024	4
	294.00	147.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002008400	ROCKY TOP PROPERTIES LLC	
1943 FAIRFAX AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2100.00	420.00	210.00	1680.00	2021	1
	420.00	210.00	1260.00	2022	2
	420.00	210.00	840.00	2023	3
	420.00	210.00	420.00	2024	4
	420.00	210.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002008500	VESIO-STEINKAMP SUSAN	
1947 FAIRFAX AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2100.00	420.00	210.00	1680.00	2021	1
	420.00	210.00	1260.00	2022	2
	420.00	210.00	840.00	2023	3
	420.00	210.00	420.00	2024	4
	420.00	210.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540003000600	WRIGHT GLORIA A	
1911 HEWITT AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	360.00	180.00	1440.00	2021	1
	360.00	180.00	1080.00	2022	2
	360.00	180.00	720.00	2023	3
	360.00	180.00	360.00	2024	4
	360.00	180.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004012800	LEWIS JOHN B & MARY E	
3236 FAIRFIELD AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1554.00	310.80	155.40	1243.20	2021	1
	310.80	155.40	932.40	2022	2
	310.80	155.40	621.60	2023	3
	310.80	155.40	310.80	2024	4
	310.80	155.40	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004017400	BLUE CHIP RENTAL PROPERTIES LLC	
3318 FAIRFIELD AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	360.00	180.00	1440.00	2021	1
	360.00	180.00	1080.00	2022	2
	360.00	180.00	720.00	2023	3
	360.00	180.00	360.00	2024	4
	360.00	180.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540005007000	ALVAREZ TORRICO NOE	
1720 KINNEY AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	500.00	250.00	2000.00	2021	1
	500.00	250.00	1500.00	2022	2
	500.00	250.00	1000.00	2023	3
	500.00	250.00	500.00	2024	4
	500.00	250.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540005007200	SMITH LINDA D	
1717 HEWITT AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2220.00	444.00	222.00	1776.00	2021	1
	444.00	222.00	1332.00	2022	2
	444.00	222.00	888.00	2023	3
	444.00	222.00	444.00	2024	4
	444.00	222.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540005007300	TRIVENO MARIA	
1725 HEWITT AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2220.00	444.00	222.00	1776.00	2021	1
	444.00	222.00	1332.00	2022	2
	444.00	222.00	888.00	2023	3
	444.00	222.00	444.00	2024	4
	444.00	222.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540005015400	ETTER PORTIA E TR	
1715 HEWITT AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	360.00	180.00	1440.00	2021	1
	360.00	180.00	1080.00	2022	2
	360.00	180.00	720.00	2023	3
	360.00	180.00	360.00	2024	4
	360.00	180.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540006004200	FLYNN DANIEL	
1522 RUTH AV	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1875.00	375.00	187.50	1500.00	2021	1
	375.00	187.50	1125.00	2022	2
	375.00	187.50	750.00	2023	3
	375.00	187.50	375.00	2024	4
	375.00	187.50	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004001100	FRAZIER SHIRLEY	
3055 HACKBERRY ST	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1977.60	395.52	197.76	1582.08	2021	1
	395.52	197.76	1186.56	2022	2
	395.52	197.76	791.04	2023	3
	395.52	197.76	395.52	2024	4
	395.52	197.76	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004002400	KELPE JANELLE A	
1612 DEXTER AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	360.00	180.00	1440.00	2021	1
	360.00	180.00	1080.00	2022	2
	360.00	180.00	720.00	2023	3
	360.00	180.00	360.00	2024	4
	360.00	180.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004003800	WARREN MARIE	
1628 DEXTER AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	360.00	180.00	1440.00	2021	1
	360.00	180.00	1080.00	2022	2
	360.00	180.00	720.00	2023	3
	360.00	180.00	360.00	2024	4
	360.00	180.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004008500	MILLER STEFAN & GENEVA WATKINS	
1712 DEXTER AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	360.00	180.00	1440.00	2021	1
	360.00	180.00	1080.00	2022	2
	360.00	180.00	720.00	2023	3
	360.00	180.00	360.00	2024	4
	360.00	180.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005002500	JONES ANDREW	
2944 FAIRFIELD AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	500.00	250.00	2000.00	2021	1
	500.00	250.00	1500.00	2022	2
	500.00	250.00	1000.00	2023	3
	500.00	250.00	500.00	2024	4
	500.00	250.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006003700	BEAN WILLIAM A	
1717 FERNWOOD STREET	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	360.00	180.00	1440.00	2021	1
	360.00	180.00	1080.00	2022	2
	360.00	180.00	720.00	2023	3
	360.00	180.00	360.00	2024	4
	360.00	180.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006004700	BATTLE RAYMOND	
2936 HACKBERRY STREET	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	360.00	180.00	1440.00	2021	1
	360.00	180.00	1080.00	2022	2
	360.00	180.00	720.00	2023	3
	360.00	180.00	360.00	2024	4
	360.00	180.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006007100	BEAN WILLIAM	
2916 CLEINVIEW AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	360.00	180.00	1440.00	2021	1
	360.00	180.00	1080.00	2022	2
	360.00	180.00	720.00	2023	3
	360.00	180.00	360.00	2024	4
	360.00	180.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006013600	HARVEY JEROME E	
3007 CLEINVIEW AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	252.00	126.00	1008.00	2021	1
	252.00	126.00	756.00	2022	2
	252.00	126.00	504.00	2023	3
	252.00	126.00	252.00	2024	4
	252.00	126.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006013700	MUELLER CAROL	
1622 DE SALES LN	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	360.00	180.00	1440.00	2021	1
	360.00	180.00	1080.00	2022	2
	360.00	180.00	720.00	2023	3
	360.00	180.00	360.00	2024	4
	360.00	180.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0570005004800	YARBOROUGH CHERYL J	
3456 HUDSON AVE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1099.40	219.88	109.94	879.52	2021	1
	219.88	109.94	659.64	2022	2
	219.88	109.94	439.76	2023	3
	219.88	109.94	219.88	2024	4
	219.88	109.94	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0630002004700	FREDRICK L MARTENS	
2334 UPLAND PLACE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3500.00	700.00	350.00	2800.00	2021	1
	700.00	350.00	2100.00	2022	2
	700.00	350.00	1400.00	2023	3
	700.00	350.00	700.00	2024	4
	700.00	350.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0630003001300	BALLARD TOWERS LLC	
2407 ASHLAND AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3000.00	600.00	300.00	2400.00	2021	1
	600.00	300.00	1800.00	2022	2
	600.00	300.00	1200.00	2023	3
	600.00	300.00	600.00	2024	4
	600.00	300.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0630004002500	Christopher B Sales and Erin Fung	
2210 KEMPER LN	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1199.40	239.88	119.94	959.52	2021	1
	239.88	119.94	719.64	2022	2
	239.88	119.94	479.76	2023	3
	239.88	119.94	239.88	2024	4
	239.88	119.94	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0860002042700	DAMON A & MELISSA B GRAY	
438 LIBERTY HILL ST	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2385.00	477.00	238.50	1908.00	2021	1
	477.00	238.50	1431.00	2022	2
	477.00	238.50	954.00	2023	3
	477.00	238.50	477.00	2024	4
	477.00	238.50	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0930003006800	M&K PROPERTY INVESTMENTS LLC	
103 GAGE ST	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2235.60	447.12	223.56	1788.48	2021	1
	447.12	223.56	1341.36	2022	2
	447.12	223.56	894.24	2023	3
	447.12	223.56	447.12	2024	4
	447.12	223.56	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0940005007900	GORMAN JOSEPH T	
67 MULBERRY ST	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1559.40	311.88	155.94	1247.52	2021	1
	311.88	155.94	935.64	2022	2
	311.88	155.94	623.76	2023	3
	311.88	155.94	311.88	2024	4
	311.88	155.94	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1000001003000	LHMA LLC	
2331 VICTOR ST	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1199.40	239.88	119.94	959.52	2021	1
	239.88	119.94	719.64	2022	2
	239.88	119.94	479.76	2023	3
	239.88	119.94	239.88	2024	4
	239.88	119.94	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1030004003600	VIRAY JECARL C TR & MIA J TR	
3280 JEFFERSON AVE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2161.80	432.36	216.18	1729.44	2021	1
	432.36	216.18	1297.08	2022	2
	432.36	216.18	864.72	2023	3
	432.36	216.18	432.36	2024	4
	432.36	216.18	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1110007000400	KANT KOTAGAL S & UMA R KOTAGAL	
4157 PADDOCK RD	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
9499.00	1899.80	949.90	7599.20	2021	1
	1899.80	949.90	5699.40	2022	2
	1899.80	949.90	3799.60	2023	3
	1899.80	949.90	1899.80	2024	4
	1899.80	949.90	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1150003016400	BRACY RAYMOND W JR	
3955 ABINGTON AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	360.00	180.00	1440.00	2021	1
	360.00	180.00	1080.00	2022	2
	360.00	180.00	720.00	2023	3
	360.00	180.00	360.00	2024	4
	360.00	180.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1210001003500	HONERLAW CONNIE S	
2720 SILVERLEAF AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	300.00	150.00	1200.00	2021	1
	300.00	150.00	900.00	2022	2
	300.00	150.00	600.00	2023	3
	300.00	150.00	300.00	2024	4
	300.00	150.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1210001013200	JACOB WESTOVER MAYER & ALYSSA MAYER	
6131 TULANE RD	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1919.40	383.88	191.94	1535.52	2021	1
	383.88	191.94	1151.64	2022	2
	383.88	191.94	767.76	2023	3
	383.88	191.94	383.88	2024	4
	383.88	191.94	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1210001027000	BARLION RICHARD A & INES ESTABRIDIS	
5703 LESTER RD	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	360.00	180.00	1440.00	2021	1
	360.00	180.00	1080.00	2022	2
	360.00	180.00	720.00	2023	3
	360.00	180.00	360.00	2024	4
	360.00	180.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1320002002900	LARRY & VALERIE MORRIS	
846 DAYTON ST	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
4000.00	800.00	400.00	3200.00	2021	1
	800.00	400.00	2400.00	2022	2
	800.00	400.00	1600.00	2023	3
	800.00	400.00	800.00	2024	4
	800.00	400.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1320003028400	WALKER MONICA L	
451 WHITEMAN ST	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1383.90	276.78	138.39	1107.12	2021	1
	276.78	138.39	830.34	2022	2
	276.78	138.39	553.56	2023	3
	276.78	138.39	276.78	2024	4
	276.78	138.39	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1670007001200	BREDESTEGE GEORGE W JR & ANGELA J	
7132 FERNBANK AVE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1978.20	395.64	197.82	1582.56	2021	1
	395.64	197.82	1186.92	2022	2
	395.64	197.82	791.28	2023	3
	395.64	197.82	395.64	2024	4
	395.64	197.82	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1750017009700	CHARLES WEATHERS	
963 PURCELL AV	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1379.40	275.88	137.94	1103.52	2021	1
	275.88	137.94	827.64	2022	2
	275.88	137.94	551.76	2023	3
	275.88	137.94	275.88	2024	4
	275.88	137.94	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1780026000700	HAUSMITH LLC	
558 ELBERON AVE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2005.20	401.04	200.52	1604.16	2021	1
	401.04	200.52	1203.12	2022	2
	401.04	200.52	802.08	2023	3
	401.04	200.52	401.04	2024	4
	401.04	200.52	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1830002011900	HEIN JEREMY R	
4943 WESTERN HILLS AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2750.00	550.00	275.00	2200.00	2021	1
	550.00	275.00	1650.00	2022	2
	550.00	275.00	1100.00	2023	3
	550.00	275.00	550.00	2024	4
	550.00	275.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1890022004000	GEOFFREY CHARLES CULLEN & HEATHER CALCAGNO	
2940 COLERAIN AVE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1620.00	324.00	162.00	1296.00	2021	1
	324.00	162.00	972.00	2022	2
	324.00	162.00	648.00	2023	3
	324.00	162.00	324.00	2024	4
	324.00	162.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1890023019200	CAMP WASHINGTON COMMUNITY BOARD INC	
3073 HENSHAW AVE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1979.40	395.88	197.94	1583.52	2021	1
	395.88	197.94	1187.64	2022	2
	395.88	197.94	791.76	2023	3
	395.88	197.94	395.88	2024	4
	395.88	197.94	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1950028019400	LASNESKI JON A & SARAH E RIESENBERG	
1727 HANFIELD ST	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2039.40	407.88	203.94	1631.52	2021	1
	407.88	203.94	1223.64	2022	2
	407.88	203.94	815.76	2023	3
	407.88	203.94	407.88	2024	4
	407.88	203.94	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1950029010500	BECKER GERALD J & ANNE B	
1845 HANFIELD ST	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1919.40	383.88	191.94	1535.52	2021	1
	383.88	191.94	1151.64	2022	2
	383.88	191.94	767.76	2023	3
	383.88	191.94	383.88	2024	4
	383.88	191.94	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1960023001600	DHIMAN SUZANNE D	
4217 BROOKSIDE AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	300.00	150.00	1200.00	2021	1
	300.00	150.00	900.00	2022	2
	300.00	150.00	600.00	2023	3
	300.00	150.00	300.00	2024	4
	300.00	150.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1960025005200	NORTHSIDE HARDWARE LLC	
4171 HAMILTON AVENUE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1807.80	361.56	180.78	1446.24	2021	1
	361.56	180.78	1084.68	2022	2
	361.56	180.78	723.12	2023	3
	361.56	180.78	361.56	2024	4
	361.56	180.78	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1970037003300	HAYES STEVEN J & VICTORIA B	
1551 DONALDSON PLACE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	300.00	150.00	1200.00	2021	1
	300.00	150.00	900.00	2022	2
	300.00	150.00	600.00	2023	3
	300.00	150.00	300.00	2024	4
	300.00	150.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1990042008600	BARTLETT ETHAN J & JESSICA L SHIELDS	
4568 INNES AVE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2061.60	412.32	206.16	1649.28	2021	1
	412.32	206.16	1236.96	2022	2
	412.32	206.16	824.64	2023	3
	412.32	206.16	412.32	2024	4
	412.32	206.16	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2100073000300	COREY ROBINSON	
3009 JUNIETTA AVE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1918.80	383.76	191.88	1535.04	2021	1
	383.76	191.88	1151.28	2022	2
	383.76	191.88	767.52	2023	3
	383.76	191.88	383.76	2024	4
	383.76	191.88	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2100077003300	SEIPPEL TERI A & DEBRA A JOHNSON	
3572 EPWORTH AVE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1919.40	383.88	191.94	1535.52	2021	1
	383.88	191.94	1151.64	2022	2
	383.88	191.94	767.76	2023	3
	383.88	191.94	383.88	2024	4
	383.88	191.94	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2130001009000	CARDINAL RENTAL PROPERTIES LTD	
2576 ORLAND AVE	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1858.80	371.60	185.80	1486.40	2021	1
	371.60	185.80	1114.80	2022	2
	371.60	185.80	743.20	2023	3
	371.60	185.80	371.60	2024	4
	371.60	185.80	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2210013004100	VIDOUREK MARY B	
4010 GULOW ST	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1200.00	240.00	120.00	960.00	2021	1
	240.00	120.00	720.00	2022	2
	240.00	120.00	480.00	2023	3
	240.00	120.00	240.00	2024	4
	240.00	120.00	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2210020024600	SHAW RONALD A	
4236 CHAMBERS ST	5 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2499.00	499.80	249.90	1999.20	2021	1
	499.80	249.90	1499.40	2022	2
	499.80	249.90	999.60	2023	3
	499.80	249.90	499.80	2024	4
	499.80	249.90	0.00	2025	5

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0010003006700	ELBISSER CAMILL PAUL	
1939 MEARS AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1250.90	125.10	62.55	1125.80	2021	1
	125.10	62.55	1000.70	2022	2
	125.10	62.55	875.60	2023	3
	125.10	62.55	750.50	2024	4
	125.10	62.55	625.40	2025	5
	125.10	62.55	500.30	2026	6
	125.10	62.55	375.20	2027	7
	125.10	62.55	250.10	2028	8
	125.10	62.55	125.00	2029	9
	125.00	62.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0160001008600	THOMPSON ERICK	
4500 EASTERN AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
4400.00	440.00	220.00	3960.00	2021	1
	440.00	220.00	3520.00	2022	2
	440.00	220.00	3080.00	2023	3
	440.00	220.00	2640.00	2024	4
	440.00	220.00	2200.00	2025	5
	440.00	220.00	1760.00	2026	6
	440.00	220.00	1320.00	2027	7
	440.00	220.00	880.00	2028	8
	440.00	220.00	440.00	2029	9
	440.00	220.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0190002013200	FRASURE BRUCE A & JAMEY S	
3343 LOOKOUT DR	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2499.00	249.90	124.95	2249.10	2021	1
	249.90	124.95	1999.20	2022	2
	249.90	124.95	1749.30	2023	3
	249.90	124.95	1499.40	2024	4
	249.90	124.95	1249.50	2025	5
	249.90	124.95	999.60	2026	6
	249.90	124.95	749.70	2027	7
	249.90	124.95	499.80	2028	8
	249.90	124.95	249.90	2029	9
	249.90	124.95	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0240003015900	NICOLE STIENMAN	
4407 EASTERN AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1686.00	168.60	84.30	1517.40	2021	1
	168.60	84.30	1348.80	2022	2
	168.60	84.30	1180.20	2023	3
	168.60	84.30	1011.60	2024	4
	168.60	84.30	843.00	2025	5
	168.60	84.30	674.40	2026	6
	168.60	84.30	505.80	2027	7
	168.60	84.30	337.20	2028	8
	168.60	84.30	168.60	2029	9
	168.60	84.30	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0270001008000	THOMAS M & LISA M GLENNON	
345 TUSCULUM AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1858.80	185.88	92.94	1672.92	2021	1
	185.88	92.94	1487.04	2022	2
	185.88	92.94	1301.16	2023	3
	185.88	92.94	1115.28	2024	4
	185.88	92.94	929.40	2025	5
	185.88	92.94	743.52	2026	6
	185.88	92.94	557.64	2027	7
	185.88	92.94	371.76	2028	8
	185.88	92.94	185.88	2029	9
	185.88	92.94	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0270003002500	SHAFFER GLORIA	
348 TUSCULUM AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2039.40	203.94	101.97	1835.46	2021	1
	203.94	101.97	1631.52	2022	2
	203.94	101.97	1427.58	2023	3
	203.94	101.97	1223.64	2024	4
	203.94	101.97	1019.70	2025	5
	203.94	101.97	815.76	2026	6
	203.94	101.97	611.82	2027	7
	203.94	101.97	407.88	2028	8
	203.94	101.97	203.94	2029	9
	203.94	101.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0270003015800	INDYBEAR LLC	
3815 EASTERN AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1979.40	197.94	98.97	1781.46	2021	1
	197.94	98.97	1583.52	2022	2
	197.94	98.97	1385.58	2023	3
	197.94	98.97	1187.64	2024	4
	197.94	98.97	989.70	2025	5
	197.94	98.97	791.76	2026	6
	197.94	98.97	593.82	2027	7
	197.94	98.97	395.88	2028	8
	197.94	98.97	197.94	2029	9
	197.94	98.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0310003005700	CHERYL B WINANS	
3046 ONONTA AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0340003000900	REYES FERMIN & KARLA LEMUS	
5340 WELTNER ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
949.00	94.90	47.45	854.10	2021	1
	94.90	47.45	759.20	2022	2
	94.90	47.45	664.30	2023	3
	94.90	47.45	569.40	2024	4
	94.90	47.45	474.50	2025	5
	94.90	47.45	379.60	2026	6
	94.90	47.45	284.70	2027	7
	94.90	47.45	189.80	2028	8
	94.90	47.45	94.90	2029	9
	94.90	47.45	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0360001018500	COMMUNITY FIRST PROPERTIES LLC	
5554 DUNNING PL	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1739.40	173.94	86.97	1565.46	2021	1
	173.94	86.97	1391.52	2022	2
	173.94	86.97	1217.58	2023	3
	173.94	86.97	1043.64	2024	4
	173.94	86.97	869.70	2025	5
	173.94	86.97	695.76	2026	6
	173.94	86.97	521.82	2027	7
	173.94	86.97	347.88	2028	8
	173.94	86.97	173.94	2029	9
	173.94	86.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	**OWNER**	**RES/ORD#**
0380A03011400	**DENO & ROSE PROPERTIES LTD**	
3500 ERIE AVENUE	**10 Yrs - Semi-Annual Charge**	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	**150.00**	75.00	1350.00	2021	1
	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5
	150.00	75.00	600.00	2026	6
	150.00	75.00	450.00	2027	7
	150.00	75.00	300.00	2028	8
	150.00	75.00	150.00	2029	9
	150.00	75.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	**OWNER**	**RES/ORD#**
0380A03016000	**BIRK EILEEN**	
3628 ERIE AVENUE	**10 Yrs - Semi-Annual Charge**	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	**150.00**	75.00	1350.00	2021	1
	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5
	150.00	75.00	600.00	2026	6
	150.00	75.00	450.00	2027	7
	150.00	75.00	300.00	2028	8
	150.00	75.00	150.00	2029	9
	150.00	75.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0380A03016100	GIANNETTI PETER	
3624 ERIE AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	150.00	75.00	1350.00	2021	1
	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5
	150.00	75.00	600.00	2026	6
	150.00	75.00	450.00	2027	7
	150.00	75.00	300.00	2028	8
	150.00	75.00	150.00	2029	9
	150.00	75.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0380A03030400	KONZ M KEVIN & DOLLY S	
3751 AYLESBORO AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2322.00	232.20	116.10	2089.80	2021	1
	232.20	116.10	1857.60	2022	2
	232.20	116.10	1625.40	2023	3
	232.20	116.10	1393.20	2024	4
	232.20	116.10	1161.00	2025	5
	232.20	116.10	928.80	2026	6
	232.20	116.10	696.60	2027	7
	232.20	116.10	464.40	2028	8
	232.20	116.10	232.20	2029	9
	232.20	116.10	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0390001008800	BETSCH JOHN E & MEGAN	
3443 WELLSTON PL	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1959.00	195.90	97.95	1763.10	2021	1
	195.90	97.95	1567.20	2022	2
	195.90	97.95	1371.30	2023	3
	195.90	97.95	1175.40	2024	4
	195.90	97.95	979.50	2025	5
	195.90	97.95	783.60	2026	6
	195.90	97.95	587.70	2027	7
	195.90	97.95	391.80	2028	8
	195.90	97.95	195.90	2029	9
	195.90	97.95	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0390001014700	ELLEN D & BRADLEY E PRESLAR	
3428 ST JOHNS PL	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3859.00	385.90	192.95	3473.10	2021	1
	385.90	192.95	3087.20	2022	2
	385.90	192.95	2701.30	2023	3
	385.90	192.95	2315.40	2024	4
	385.90	192.95	1929.50	2025	5
	385.90	192.95	1543.60	2026	6
	385.90	192.95	1157.70	2027	7
	385.90	192.95	771.80	2028	8
	385.90	192.95	385.90	2029	9
	385.90	192.95	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0390003003600	ENDERLE LEIGH E	
3131 MARKBREIT AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0390007004300	FORGUS KAREN M	
3583 MONTEITH AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1977.60	197.76	98.88	1779.84	2021	1
	197.76	98.88	1582.08	2022	2
	197.76	98.88	1384.32	2023	3
	197.76	98.88	1186.56	2024	4
	197.76	98.88	988.80	2025	5
	197.76	98.88	791.04	2026	6
	197.76	98.88	593.28	2027	7
	197.76	98.88	395.52	2028	8
	197.76	98.88	197.76	2029	9
	197.76	98.88	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0390007005500	VICTORIA L & BLAKE A CASTRUCCI	
3590 MONTEITH AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2013.00	201.30	100.65	1811.70	2021	1
	201.30	100.65	1610.40	2022	2
	201.30	100.65	1409.10	2023	3
	201.30	100.65	1207.80	2024	4
	201.30	100.65	1006.50	2025	5
	201.30	100.65	805.20	2026	6
	201.30	100.65	603.90	2027	7
	201.30	100.65	402.60	2028	8
	201.30	100.65	201.30	2029	9
	201.30	100.65	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0390007011300	HICKS JON & MICHELLE ROBOSKY	
2861 MINTO AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2191.80	219.18	109.59	1972.62	2021	1
	219.18	109.59	1753.44	2022	2
	219.18	109.59	1534.26	2023	3
	219.18	109.59	1315.08	2024	4
	219.18	109.59	1095.90	2025	5
	219.18	109.59	876.72	2026	6
	219.18	109.59	657.54	2027	7
	219.18	109.59	438.36	2028	8
	219.18	109.59	219.18	2029	9
	219.18	109.59	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0390A06009400	SCHAULTS THOMAS W & LINDSAY A	
3560 PAXTON AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3535.00	353.50	176.75	3181.50	2021	1
	353.50	176.75	2828.00	2022	2
	353.50	176.75	2474.50	2023	3
	353.50	176.75	2121.00	2024	4
	353.50	176.75	1767.50	2025	5
	353.50	176.75	1414.00	2026	6
	353.50	176.75	1060.50	2027	7
	353.50	176.75	707.00	2028	8
	353.50	176.75	353.50	2029	9
	353.50	176.75	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0400002004500	TODD A GIGAX	
3803 DRAKE AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2089.80	208.98	104.49	1880.82	2021	1
	208.98	104.49	1671.84	2022	2
	208.98	104.49	1462.86	2023	3
	208.98	104.49	1253.88	2024	4
	208.98	104.49	1044.90	2025	5
	208.98	104.49	835.92	2026	6
	208.98	104.49	626.94	2027	7
	208.98	104.49	417.96	2028	8
	208.98	104.49	208.98	2029	9
	208.98	104.49	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0400002011400	JEFFREY A & MARIE R RUSINCOVITCH	
3762 DRAKE AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1977.60	197.76	98.88	1779.84	2021	1
	197.76	98.88	1582.08	2022	2
	197.76	98.88	1384.32	2023	3
	197.76	98.88	1186.56	2024	4
	197.76	98.88	988.80	2025	5
	197.76	98.88	791.04	2026	6
	197.76	98.88	593.28	2027	7
	197.76	98.88	395.52	2028	8
	197.76	98.88	197.76	2029	9
	197.76	98.88	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0410001004900	ONIKEDE SOLOMON	
3621 MICHIGAN AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1970.40	197.04	98.52	1773.36	2021	1
	197.04	98.52	1576.32	2022	2
	197.04	98.52	1379.28	2023	3
	197.04	98.52	1182.24	2024	4
	197.04	98.52	985.20	2025	5
	197.04	98.52	788.16	2026	6
	197.04	98.52	591.12	2027	7
	197.04	98.52	394.08	2028	8
	197.04	98.52	197.04	2029	9
	197.04	98.52	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0410001005800	SCHULTHEIS MARK J & NANCY B STOVER	
3567 MICHIGAN AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2266.00	226.60	113.30	2039.40	2021	1
	226.60	113.30	1812.80	2022	2
	226.60	113.30	1586.20	2023	3
	226.60	113.30	1359.60	2024	4
	226.60	113.30	1133.00	2025	5
	226.60	113.30	906.40	2026	6
	226.60	113.30	679.80	2027	7
	226.60	113.30	453.20	2028	8
	226.60	113.30	226.60	2029	9
	226.60	113.30	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0420002005200	BUTLER RYAN & ASHLEY	
3605 BURCH AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1919.40	191.94	95.97	1727.46	2021	1
	191.94	95.97	1535.52	2022	2
	191.94	95.97	1343.58	2023	3
	191.94	95.97	1151.64	2024	4
	191.94	95.97	959.70	2025	5
	191.94	95.97	767.76	2026	6
	191.94	95.97	575.82	2027	7
	191.94	95.97	383.88	2028	8
	191.94	95.97	191.94	2029	9
	191.94	95.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0420A01000300	DEVOE MEREDITH E	
3667 STETTINIUS AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1725.00	172.50	86.25	1552.50	2021	1
	172.50	86.25	1380.00	2022	2
	172.50	86.25	1207.50	2023	3
	172.50	86.25	1035.00	2024	4
	172.50	86.25	862.50	2025	5
	172.50	86.25	690.00	2026	6
	172.50	86.25	517.50	2027	7
	172.50	86.25	345.00	2028	8
	172.50	86.25	172.50	2029	9
	172.50	86.25	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0420A01008100	CARROLL KEVIN W	
3671 STETTINIUS AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1866.60	186.66	93.33	1679.94	2021	1
	186.66	93.33	1493.28	2022	2
	186.66	93.33	1306.62	2023	3
	186.66	93.33	1119.96	2024	4
	186.66	93.33	933.30	2025	5
	186.66	93.33	746.64	2026	6
	186.66	93.33	559.98	2027	7
	186.66	93.33	373.32	2028	8
	186.66	93.33	186.66	2029	9
	186.66	93.33	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0430001001700	PUSATERI ANGELO M	
1234 GRACE AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2240.40	224.04	112.02	2016.36	2021	1
	224.04	112.02	1792.32	2022	2
	224.04	112.02	1568.28	2023	3
	224.04	112.02	1344.24	2024	4
	224.04	112.02	1120.20	2025	5
	224.04	112.02	896.16	2026	6
	224.04	112.02	672.12	2027	7
	224.04	112.02	448.08	2028	8
	224.04	112.02	224.04	2029	9
	224.04	112.02	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0430002009800	SMITH NANCY LESER	
3047 OBSERVATORY AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	150.00	75.00	1350.00	2021	1
	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5
	150.00	75.00	600.00	2026	6
	150.00	75.00	450.00	2027	7
	150.00	75.00	300.00	2028	8
	150.00	75.00	150.00	2029	9
	150.00	75.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0430A01003500	ZIMMERMAN CHRISTOPHER E & ANGELA J HUBER	
2983 LINWOOD AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1799.40	179.94	89.97	1619.46	2021	1
	179.94	89.97	1439.52	2022	2
	179.94	89.97	1259.58	2023	3
	179.94	89.97	1079.64	2024	4
	179.94	89.97	899.70	2025	5
	179.94	89.97	719.76	2026	6
	179.94	89.97	539.82	2027	7
	179.94	89.97	359.88	2028	8
	179.94	89.97	179.94	2029	9
	179.94	89.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0440006011000	PETER & MARY PHILLIPS	
3163 NILES ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2300.00	230.00	115.00	2070.00	2021	1
	230.00	115.00	1840.00	2022	2
	230.00	115.00	1610.00	2023	3
	230.00	115.00	1380.00	2024	4
	230.00	115.00	1150.00	2025	5
	230.00	115.00	920.00	2026	6
	230.00	115.00	690.00	2027	7
	230.00	115.00	460.00	2028	8
	230.00	115.00	230.00	2029	9
	230.00	115.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0460A04004000	TROY A DEBORD & JENNIFER K	
2615 ROOKWOOD LN	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3083.00	308.30	154.15	2774.70	2021	1
	308.30	154.15	2466.40	2022	2
	308.30	154.15	2158.10	2023	3
	308.30	154.15	1849.80	2024	4
	308.30	154.15	1541.50	2025	5
	308.30	154.15	1233.20	2026	6
	308.30	154.15	924.90	2027	7
	308.30	154.15	616.60	2028	8
	308.30	154.15	308.30	2029	9
	308.30	154.15	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0490003022000	TIMOTHY S MCKEE	
2724 MARKBREIT AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1919.40	191.94	95.97	1727.46	2021	1
	191.94	95.97	1535.52	2022	2
	191.94	95.97	1343.58	2023	3
	191.94	95.97	1151.64	2024	4
	191.94	95.97	959.70	2025	5
	191.94	95.97	767.76	2026	6
	191.94	95.97	575.82	2027	7
	191.94	95.97	383.88	2028	8
	191.94	95.97	191.94	2029	9
	191.94	95.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0500008005100	DAVID L & GINA SIEGEL	
3840 BROADVIEW DR	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1860.00	186.00	93.00	1674.00	2021	1
	186.00	93.00	1488.00	2022	2
	186.00	93.00	1302.00	2023	3
	186.00	93.00	1116.00	2024	4
	186.00	93.00	930.00	2025	5
	186.00	93.00	744.00	2026	6
	186.00	93.00	558.00	2027	7
	186.00	93.00	372.00	2028	8
	186.00	93.00	186.00	2029	9
	186.00	93.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530002002300	NEELY DAWN & JAMES W JR	
2223 BEDFORD TERRACE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
4000.00	400.00	200.00	3600.00	2021	1
	400.00	200.00	3200.00	2022	2
	400.00	200.00	2800.00	2023	3
	400.00	200.00	2400.00	2024	4
	400.00	200.00	2000.00	2025	5
	400.00	200.00	1600.00	2026	6
	400.00	200.00	1200.00	2027	7
	400.00	200.00	800.00	2028	8
	400.00	200.00	400.00	2029	9
	400.00	200.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530002002600	CHALMERS BRUCE ALAN & ALICE B	
2229 BEDFORD TERRACE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
4500.00	450.00	225.00	4050.00	2021	1
	450.00	225.00	3600.00	2022	2
	450.00	225.00	3150.00	2023	3
	450.00	225.00	2700.00	2024	4
	450.00	225.00	2250.00	2025	5
	450.00	225.00	1800.00	2026	6
	450.00	225.00	1350.00	2027	7
	450.00	225.00	900.00	2028	8
	450.00	225.00	450.00	2029	9
	450.00	225.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530002002700	RHOADES GREGORY R & ABIGAIL G	
2210 BEDFORD TERRACE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3500.00	350.00	175.00	3150.00	2021	1
	350.00	175.00	2800.00	2022	2
	350.00	175.00	2450.00	2023	3
	350.00	175.00	2100.00	2024	4
	350.00	175.00	1750.00	2025	5
	350.00	175.00	1400.00	2026	6
	350.00	175.00	1050.00	2027	7
	350.00	175.00	700.00	2028	8
	350.00	175.00	350.00	2029	9
	350.00	175.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530002004200	SCHMALZ CHARLES D	
2213 BEDFORD TERRACE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
4000.00	400.00	200.00	3600.00	2021	1
	400.00	200.00	3200.00	2022	2
	400.00	200.00	2800.00	2023	3
	400.00	200.00	2400.00	2024	4
	400.00	200.00	2000.00	2025	5
	400.00	200.00	1600.00	2026	6
	400.00	200.00	1200.00	2027	7
	400.00	200.00	800.00	2028	8
	400.00	200.00	400.00	2029	9
	400.00	200.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530003001300	RACHEL RANDY D	
2032 POGUE AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530003001400	SENIOURS IMOJEAN & STEVEN B GALINGER	
2034 POGUE AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530003001500	SENIOURS IMOJEAN	
2036 POGUE AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530003001600	HOUSEWORKS PROPERTY MANAGEMENT CO LTD	
2100 POGUE AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530004001100	WHITE JENEA NORRIS	
1912 POGUE AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1470.00	147.00	73.50	1323.00	2021	1
	147.00	73.50	1176.00	2022	2
	147.00	73.50	1029.00	2023	3
	147.00	73.50	882.00	2024	4
	147.00	73.50	735.00	2025	5
	147.00	73.50	588.00	2026	6
	147.00	73.50	441.00	2027	7
	147.00	73.50	294.00	2028	8
	147.00	73.50	147.00	2029	9
	147.00	73.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530004002600	LUIS STOBER	
3019 COHOON STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530004006100	Christopher Wolfe	
1915 POGUE AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2039.40	203.94	101.97	1835.46	2021	1
	203.94	101.97	1631.52	2022	2
	203.94	101.97	1427.58	2023	3
	203.94	101.97	1223.64	2024	4
	203.94	101.97	1019.70	2025	5
	203.94	101.97	815.76	2026	6
	203.94	101.97	611.82	2027	7
	203.94	101.97	407.88	2028	8
	203.94	101.97	203.94	2029	9
	203.94	101.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530004007300	VINCENT ASHLEY R & JUSTIN	
3025 CINNAMON STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530004007400	LIVINGSTON EMILY	
3023 CINNAMON STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2100.00	210.00	105.00	1890.00	2021	1
	210.00	105.00	1680.00	2022	2
	210.00	105.00	1470.00	2023	3
	210.00	105.00	1260.00	2024	4
	210.00	105.00	1050.00	2025	5
	210.00	105.00	840.00	2026	6
	210.00	105.00	630.00	2027	7
	210.00	105.00	420.00	2028	8
	210.00	105.00	210.00	2029	9
	210.00	105.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530004009500	C 3 W INVESTMENTS LLC	
3028 CINNAMON STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530004010800	NELSON STANLEY E	
3031 OBRYON STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530004012300	REILLY JEFFREY KENNEDY	
3058 OBRYON STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530004018700	AMI BECKER	
3010 PAUL STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530004020300	DOUGLAS JERRY JR	
3013 PAUL STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2100.00	210.00	105.00	1890.00	2021	1
	210.00	105.00	1680.00	2022	2
	210.00	105.00	1470.00	2023	3
	210.00	105.00	1260.00	2024	4
	210.00	105.00	1050.00	2025	5
	210.00	105.00	840.00	2026	6
	210.00	105.00	630.00	2027	7
	210.00	105.00	420.00	2028	8
	210.00	105.00	210.00	2029	9
	210.00	105.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530004020400	YOUNG STEPHANIE	
3011 PAUL STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2100.00	210.00	105.00	1890.00	2021	1
	210.00	105.00	1680.00	2022	2
	210.00	105.00	1470.00	2023	3
	210.00	105.00	1260.00	2024	4
	210.00	105.00	1050.00	2025	5
	210.00	105.00	840.00	2026	6
	210.00	105.00	630.00	2027	7
	210.00	105.00	420.00	2028	8
	210.00	105.00	210.00	2029	9
	210.00	105.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0530004022900	GRANT MARIE L	
1908 POGUE AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1470.00	147.00	73.50	1323.00	2021	1
	147.00	73.50	1176.00	2022	2
	147.00	73.50	1029.00	2023	3
	147.00	73.50	882.00	2024	4
	147.00	73.50	735.00	2025	5
	147.00	73.50	588.00	2026	6
	147.00	73.50	441.00	2027	7
	147.00	73.50	294.00	2028	8
	147.00	73.50	147.00	2029	9
	147.00	73.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540001000600	FERGUSON HUEY & SARAH	
1821 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1750.00	175.00	87.50	1575.00	2021	1
	175.00	87.50	1400.00	2022	2
	175.00	87.50	1225.00	2023	3
	175.00	87.50	1050.00	2024	4
	175.00	87.50	875.00	2025	5
	175.00	87.50	700.00	2026	6
	175.00	87.50	525.00	2027	7
	175.00	87.50	350.00	2028	8
	175.00	87.50	175.00	2029	9
	175.00	87.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540001001200	SAVOY PLACE PROPERTIES LLC	
1845 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540001001400	HOUSE RICHARD	
1851 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540001002200	BUSH BESSIE PAYNE	
1800 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540001005200	UNITY MISSIONARY BAPTIST CHURCH	
1817 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540001006300	HOUSE RICHARD TR	
1857 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
600.00	60.00	30.00	540.00	2021	1
	60.00	30.00	480.00	2022	2
	60.00	30.00	420.00	2023	3
	60.00	30.00	360.00	2024	4
	60.00	30.00	300.00	2025	5
	60.00	30.00	240.00	2026	6
	60.00	30.00	180.00	2027	7
	60.00	30.00	120.00	2028	8
	60.00	30.00	60.00	2029	9
	60.00	30.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540001006500	VARNER ROOSEVELT K	
1861 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002000100	JOHNSON GILA V	
1901 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1554.00	155.40	77.70	1398.60	2021	1
	155.40	77.70	1243.20	2022	2
	155.40	77.70	1087.80	2023	3
	155.40	77.70	932.40	2024	4
	155.40	77.70	777.00	2025	5
	155.40	77.70	621.60	2026	6
	155.40	77.70	466.20	2027	7
	155.40	77.70	310.80	2028	8
	155.40	77.70	155.40	2029	9
	155.40	77.70	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002000600	MID CITY INVESTMENTS LLC	
1927 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002000700	MID CITY INVESTMENTS LLC	
1929 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002000800	GORE ELOISE	
1933 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002001700	LIN TONY & YUKO TSUJIMOTO	
1914 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002001800	LIN TONY & YUKO TSUJIMOTO	
1916 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002002800	WOLF GLENN	
1940 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2100.00	210.00	105.00	1890.00	2021	1
	210.00	105.00	1680.00	2022	2
	210.00	105.00	1470.00	2023	3
	210.00	105.00	1260.00	2024	4
	210.00	105.00	1050.00	2025	5
	210.00	105.00	840.00	2026	6
	210.00	105.00	630.00	2027	7
	210.00	105.00	420.00	2028	8
	210.00	105.00	210.00	2029	9
	210.00	105.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002002900	COLLINS BRYCE & KHAMIDA BARLYBAYEVA	
1942 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002003400	1961 KINNEY OH LLC	
1961 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002003700	DAVIS SEEMAE	
1973 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2220.00	222.00	111.00	1998.00	2021	1
	222.00	111.00	1776.00	2022	2
	222.00	111.00	1554.00	2023	3
	222.00	111.00	1332.00	2024	4
	222.00	111.00	1110.00	2025	5
	222.00	111.00	888.00	2026	6
	222.00	111.00	666.00	2027	7
	222.00	111.00	444.00	2028	8
	222.00	111.00	222.00	2029	9
	222.00	111.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002004200	GIBERT VANESSA A	
1991 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002004300	BOUDINOT REAL ESTATES LLC	
1993 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002005400	428 DAYTON LLC	
1968 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2100.00	210.00	105.00	1890.00	2021	1
	210.00	105.00	1680.00	2022	2
	210.00	105.00	1470.00	2023	3
	210.00	105.00	1260.00	2024	4
	210.00	105.00	1050.00	2025	5
	210.00	105.00	840.00	2026	6
	210.00	105.00	630.00	2027	7
	210.00	105.00	420.00	2028	8
	210.00	105.00	210.00	2029	9
	210.00	105.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002007300	MUNCHEL MARY A	
1911 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
600.00	60.00	30.00	540.00	2021	1
	60.00	30.00	480.00	2022	2
	60.00	30.00	420.00	2023	3
	60.00	30.00	360.00	2024	4
	60.00	30.00	300.00	2025	5
	60.00	30.00	240.00	2026	6
	60.00	30.00	180.00	2027	7
	60.00	30.00	120.00	2028	8
	60.00	30.00	60.00	2029	9
	60.00	30.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002007800	BRICKWEG KIERSTON C	
1927 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002007900	BAUCKE JOHN S & NIA N BAUCKE	
1931 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1853.40	185.34	92.67	1668.06	2021	1
	185.34	92.67	1482.72	2022	2
	185.34	92.67	1297.38	2023	3
	185.34	92.67	1112.04	2024	4
	185.34	92.67	926.70	2025	5
	185.34	92.67	741.36	2026	6
	185.34	92.67	556.02	2027	7
	185.34	92.67	370.68	2028	8
	185.34	92.67	185.34	2029	9
	185.34	92.67	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002008200	JOINER-HUGHES JACKIE	
1937 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
600.00	60.00	30.00	540.00	2021	1
	60.00	30.00	480.00	2022	2
	60.00	30.00	420.00	2023	3
	60.00	30.00	360.00	2024	4
	60.00	30.00	300.00	2025	5
	60.00	30.00	240.00	2026	6
	60.00	30.00	180.00	2027	7
	60.00	30.00	120.00	2028	8
	60.00	30.00	60.00	2029	9
	60.00	30.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002008600	JEFFRIES ISAAC F & SARAH M	
1949 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
600.00	60.00	30.00	540.00	2021	1
	60.00	30.00	480.00	2022	2
	60.00	30.00	420.00	2023	3
	60.00	30.00	360.00	2024	4
	60.00	30.00	300.00	2025	5
	60.00	30.00	240.00	2026	6
	60.00	30.00	180.00	2027	7
	60.00	30.00	120.00	2028	8
	60.00	30.00	60.00	2029	9
	60.00	30.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002009000	ACKLIN REGINALD V	
1969 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
600.00	60.00	30.00	540.00	2021	1
	60.00	30.00	480.00	2022	2
	60.00	30.00	420.00	2023	3
	60.00	30.00	360.00	2024	4
	60.00	30.00	300.00	2025	5
	60.00	30.00	240.00	2026	6
	60.00	30.00	180.00	2027	7
	60.00	30.00	120.00	2028	8
	60.00	30.00	60.00	2029	9
	60.00	30.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002009200	JACKSON REGINA F	
1973 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002009300	TRANTER MICHAEL & BRANDI	
1975 FAIRFAX AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1919.40	191.94	95.97	1727.46	2021	1
	191.94	95.97	1535.52	2022	2
	191.94	95.97	1343.58	2023	3
	191.94	95.97	1151.64	2024	4
	191.94	95.97	959.70	2025	5
	191.94	95.97	767.76	2026	6
	191.94	95.97	575.82	2027	7
	191.94	95.97	383.88	2028	8
	191.94	95.97	191.94	2029	9
	191.94	95.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002009400	HUBBARD ROBERT W & SAMIRA K	
1977 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
600.00	60.00	30.00	540.00	2021	1
	60.00	30.00	480.00	2022	2
	60.00	30.00	420.00	2023	3
	60.00	30.00	360.00	2024	4
	60.00	30.00	300.00	2025	5
	60.00	30.00	240.00	2026	6
	60.00	30.00	180.00	2027	7
	60.00	30.00	120.00	2028	8
	60.00	30.00	60.00	2029	9
	60.00	30.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002010700	PERAZZO ANTHONY M & DIANNA H	
4 ANNWOOD LN	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1677.00	167.70	83.85	1509.30	2021	1
	167.70	83.85	1341.60	2022	2
	167.70	83.85	1173.90	2023	3
	167.70	83.85	1006.20	2024	4
	167.70	83.85	838.50	2025	5
	167.70	83.85	670.80	2026	6
	167.70	83.85	503.10	2027	7
	167.70	83.85	335.40	2028	8
	167.70	83.85	167.70	2029	9
	167.70	83.85	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002011200	GIBERT VANESSA A	
1960 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2100.00	210.00	105.00	1890.00	2021	1
	210.00	105.00	1680.00	2022	2
	210.00	105.00	1470.00	2023	3
	210.00	105.00	1260.00	2024	4
	210.00	105.00	1050.00	2025	5
	210.00	105.00	840.00	2026	6
	210.00	105.00	630.00	2027	7
	210.00	105.00	420.00	2028	8
	210.00	105.00	210.00	2029	9
	210.00	105.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002012100	JOHNSON GILA V	
1905 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002012800	HUGHES JACQUELINE JOINER	
1941 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2100.00	210.00	105.00	1890.00	2021	1
	210.00	105.00	1680.00	2022	2
	210.00	105.00	1470.00	2023	3
	210.00	105.00	1260.00	2024	4
	210.00	105.00	1050.00	2025	5
	210.00	105.00	840.00	2026	6
	210.00	105.00	630.00	2027	7
	210.00	105.00	420.00	2028	8
	210.00	105.00	210.00	2029	9
	210.00	105.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002013300	SARTOR NANCY	
3204 WOLD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2100.00	210.00	105.00	1890.00	2021	1
	210.00	105.00	1680.00	2022	2
	210.00	105.00	1470.00	2023	3
	210.00	105.00	1260.00	2024	4
	210.00	105.00	1050.00	2025	5
	210.00	105.00	840.00	2026	6
	210.00	105.00	630.00	2027	7
	210.00	105.00	420.00	2028	8
	210.00	105.00	210.00	2029	9
	210.00	105.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002013500	COLEMAN ANDREW L	
1931 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002014500	PAQUIN ANNIE & BERNELL TEBBE	
2 ANNWOOD LN	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
7499.00	749.90	374.95	6749.10	2021	1
	749.90	374.95	5999.20	2022	2
	749.90	374.95	5249.30	2023	3
	749.90	374.95	4499.40	2024	4
	749.90	374.95	3749.50	2025	5
	749.90	374.95	2999.60	2026	6
	749.90	374.95	2249.70	2027	7
	749.90	374.95	1499.80	2028	8
	749.90	374.95	749.90	2029	9
	749.90	374.95	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540002016400	FAIR MICHAEL P	
1929 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
600.00	60.00	30.00	540.00	2021	1
	60.00	30.00	480.00	2022	2
	60.00	30.00	420.00	2023	3
	60.00	30.00	360.00	2024	4
	60.00	30.00	300.00	2025	5
	60.00	30.00	240.00	2026	6
	60.00	30.00	180.00	2027	7
	60.00	30.00	120.00	2028	8
	60.00	30.00	60.00	2029	9
	60.00	30.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540003001800	BAKER ALTHA JR	
3230 WOLD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540003002600	HUGHES DORIS G	
1926 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1554.00	155.40	77.70	1398.60	2021	1
	155.40	77.70	1243.20	2022	2
	155.40	77.70	1087.80	2023	3
	155.40	77.70	932.40	2024	4
	155.40	77.70	777.00	2025	5
	155.40	77.70	621.60	2026	6
	155.40	77.70	466.20	2027	7
	155.40	77.70	310.80	2028	8
	155.40	77.70	155.40	2029	9
	155.40	77.70	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540003002800	KAUFMAN LANCE	
1932 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540003003100	HOUSE RICHARD	
1944 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540003005600	FOR RENT PROPERTIES LLC	
1982 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540003007200	WINTERS NICHOLAS M & JANICE M	
3240 WOLD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2220.00	222.00	111.00	1998.00	2021	1
	222.00	111.00	1776.00	2022	2
	222.00	111.00	1554.00	2023	3
	222.00	111.00	1332.00	2024	4
	222.00	111.00	1110.00	2025	5
	222.00	111.00	888.00	2026	6
	222.00	111.00	666.00	2027	7
	222.00	111.00	444.00	2028	8
	222.00	111.00	222.00	2029	9
	222.00	111.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540003007300	CASTILLE INDUSTRIES LLC	
3244 WOLD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2220.00	222.00	111.00	1998.00	2021	1
	222.00	111.00	1776.00	2022	2
	222.00	111.00	1554.00	2023	3
	222.00	111.00	1332.00	2024	4
	222.00	111.00	1110.00	2025	5
	222.00	111.00	888.00	2026	6
	222.00	111.00	666.00	2027	7
	222.00	111.00	444.00	2028	8
	222.00	111.00	222.00	2029	9
	222.00	111.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540003008100	SCOTT JAMES A & REGINA	
1918 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2220.00	222.00	111.00	1998.00	2021	1
	222.00	111.00	1776.00	2022	2
	222.00	111.00	1554.00	2023	3
	222.00	111.00	1332.00	2024	4
	222.00	111.00	1110.00	2025	5
	222.00	111.00	888.00	2026	6
	222.00	111.00	666.00	2027	7
	222.00	111.00	444.00	2028	8
	222.00	111.00	222.00	2029	9
	222.00	111.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540003012500	WILLIAMS ERNEST TR & ALMAREEN TR	
3314 WABASH AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1797.00	179.70	89.85	1617.30	2021	1
	179.70	89.85	1437.60	2022	2
	179.70	89.85	1257.90	2023	3
	179.70	89.85	1078.20	2024	4
	179.70	89.85	898.50	2025	5
	179.70	89.85	718.80	2026	6
	179.70	89.85	539.10	2027	7
	179.70	89.85	359.40	2028	8
	179.70	89.85	179.70	2029	9
	179.70	89.85	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540003014600	NAGAVI AMIR	
1918 HEWITT AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540003014800	BRIDGES CHRISTINE	
1926 HEWITT AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004003100	JACOBS ELAINE	
3338 FAIRFIELD AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2099.40	209.94	104.97	1889.46	2021	1
	209.94	104.97	1679.52	2022	2
	209.94	104.97	1469.58	2023	3
	209.94	104.97	1259.64	2024	4
	209.94	104.97	1049.70	2025	5
	209.94	104.97	839.76	2026	6
	209.94	104.97	629.82	2027	7
	209.94	104.97	419.88	2028	8
	209.94	104.97	209.94	2029	9
	209.94	104.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004003500	RGW TWO PROPERTIES LLC	
3328 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004008200	TURNER CALEB OE	
1836 HEWITT AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004008300	RUFFIN PAUL & JAQUELINE JOHNSON	
1838 HEWITT AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1750.00	175.00	87.50	1575.00	2021	1
	175.00	87.50	1400.00	2022	2
	175.00	87.50	1225.00	2023	3
	175.00	87.50	1050.00	2024	4
	175.00	87.50	875.00	2025	5
	175.00	87.50	700.00	2026	6
	175.00	87.50	525.00	2027	7
	175.00	87.50	350.00	2028	8
	175.00	87.50	175.00	2029	9
	175.00	87.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004009000	KELLEY ELIZABETH VICTORIA	
3328 GRAYDON AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1869.00	186.90	93.45	1682.10	2021	1
	186.90	93.45	1495.20	2022	2
	186.90	93.45	1308.30	2023	3
	186.90	93.45	1121.40	2024	4
	186.90	93.45	934.50	2025	5
	186.90	93.45	747.60	2026	6
	186.90	93.45	560.70	2027	7
	186.90	93.45	373.80	2028	8
	186.90	93.45	186.90	2029	9
	186.90	93.45	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004010700	BARBER HERBERT	
1850 HEWITT AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004011100	JOHNSON BOBBY R & NARTHA	
1868 HEWITT AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2300.00	230.00	115.00	2070.00	2021	1
	230.00	115.00	1840.00	2022	2
	230.00	115.00	1610.00	2023	3
	230.00	115.00	1380.00	2024	4
	230.00	115.00	1150.00	2025	5
	230.00	115.00	920.00	2026	6
	230.00	115.00	690.00	2027	7
	230.00	115.00	460.00	2028	8
	230.00	115.00	230.00	2029	9
	230.00	115.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004013900	WILSON LARUE & SHARON	
1833 HEWITT AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004014300	ACKLIN REGINALD V	
1847 HEWITT AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2220.00	222.00	111.00	1998.00	2021	1
	222.00	111.00	1776.00	2022	2
	222.00	111.00	1554.00	2023	3
	222.00	111.00	1332.00	2024	4
	222.00	111.00	1110.00	2025	5
	222.00	111.00	888.00	2026	6
	222.00	111.00	666.00	2027	7
	222.00	111.00	444.00	2028	8
	222.00	111.00	222.00	2029	9
	222.00	111.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004014800	JOHNSON BOBBY R & MARTHA H	
1859 HEWITT AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004015200	GARDETTE-COOK MARCIA D & FRANK COOK	
1875 HEWITT AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004015400	BAKER ALTHA JR & CONNIE M	
1880 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3500.00	350.00	175.00	3150.00	2021	1
	350.00	175.00	2800.00	2022	2
	350.00	175.00	2450.00	2023	3
	350.00	175.00	2100.00	2024	4
	350.00	175.00	1750.00	2025	5
	350.00	175.00	1400.00	2026	6
	350.00	175.00	1050.00	2027	7
	350.00	175.00	700.00	2028	8
	350.00	175.00	350.00	2029	9
	350.00	175.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004016200	MCCOY JOANN AND TINA PHILLIPS	
1846 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004017600	MCCOY JOANN AND TINA PHILLIPS	
1844 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2220.00	222.00	111.00	1998.00	2021	1
	222.00	111.00	1776.00	2022	2
	222.00	111.00	1554.00	2023	3
	222.00	111.00	1332.00	2024	4
	222.00	111.00	1110.00	2025	5
	222.00	111.00	888.00	2026	6
	222.00	111.00	666.00	2027	7
	222.00	111.00	444.00	2028	8
	222.00	111.00	222.00	2029	9
	222.00	111.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004018600	HAMMONDS JACKIE	
1867 HEWITT AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540004018900	BULLSEYE PROPERTY CARE & REPAIR LLC	
3235 WOLD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540005003300	BLACKMOND JABARI M SR	
3321 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540005006800	HOWARD GWENDOLYN	
1712 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540005006900	DORITY DORA	
1718 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540005007600	BULLIO PHILIP	
1736 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540005008900	JONES ROY L TR & MICHAELLE B TR	
3318 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540005011500	NEW BEGINNING HOME SOLUTIONS LLC	
1741 HOLLOWAY AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1968.60	196.86	98.43	1771.74	2021	1
	196.86	98.43	1574.88	2022	2
	196.86	98.43	1378.02	2023	3
	196.86	98.43	1181.16	2024	4
	196.86	98.43	984.30	2025	5
	196.86	98.43	787.44	2026	6
	196.86	98.43	590.58	2027	7
	196.86	98.43	393.72	2028	8
	196.86	98.43	196.86	2029	9
	196.86	98.43	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0540005014500	JONES ROY L TR & MICHAELLE B TR	
3324 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550001002500	DYER EVELYN JONES	
3193 GILBERT AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1049.58	104.96	52.48	944.62	2021	1
	104.96	52.48	839.66	2022	2
	104.96	52.48	734.70	2023	3
	104.96	52.48	629.74	2024	4
	104.96	52.48	524.78	2025	5
	104.96	52.48	419.82	2026	6
	104.96	52.48	314.86	2027	7
	104.96	52.48	209.90	2028	8
	104.96	52.48	104.94	2029	9
	104.94	52.47	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550001005700	NEW BEGINNING HOME SOLUTIONS LLC	
3136 DURRELL AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1799.40	179.94	89.97	1619.46	2021	1
	179.94	89.97	1439.52	2022	2
	179.94	89.97	1259.58	2023	3
	179.94	89.97	1079.64	2024	4
	179.94	89.97	899.70	2025	5
	179.94	89.97	719.76	2026	6
	179.94	89.97	539.82	2027	7
	179.94	89.97	359.88	2028	8
	179.94	89.97	179.94	2029	9
	179.94	89.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004001000	3051 HACKBERRY LLC	
3051 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004002700	STEPHENS LARRY JAMES & WILLA	
1620 DEXTER AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004005700	KINCAID REGINALD K	
1620 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2100.00	210.00	105.00	1890.00	2021	1
	210.00	105.00	1680.00	2022	2
	210.00	105.00	1470.00	2023	3
	210.00	105.00	1260.00	2024	4
	210.00	105.00	1050.00	2025	5
	210.00	105.00	840.00	2026	6
	210.00	105.00	630.00	2027	7
	210.00	105.00	420.00	2028	8
	210.00	105.00	210.00	2029	9
	210.00	105.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004006100	CAMPBELL JOHN C	
3215 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2220.00	222.00	111.00	1998.00	2021	1
	222.00	111.00	1776.00	2022	2
	222.00	111.00	1554.00	2023	3
	222.00	111.00	1332.00	2024	4
	222.00	111.00	1110.00	2025	5
	222.00	111.00	888.00	2026	6
	222.00	111.00	666.00	2027	7
	222.00	111.00	444.00	2028	8
	222.00	111.00	222.00	2029	9
	222.00	111.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004006200	CAMPBELL JACQUELINE M	
3217 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1554.00	155.40	77.70	1398.60	2021	1
	155.40	77.70	1243.20	2022	2
	155.40	77.70	1087.80	2023	3
	155.40	77.70	932.40	2024	4
	155.40	77.70	777.00	2025	5
	155.40	77.70	621.60	2026	6
	155.40	77.70	466.20	2027	7
	155.40	77.70	310.80	2028	8
	155.40	77.70	155.40	2029	9
	155.40	77.70	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004006500	LOVEJOY DERRICK	
3044 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004006600	DAVIS CAROLYN & MARIAN	
3048 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
900.00	90.00	45.00	810.00	2021	1
	90.00	45.00	720.00	2022	2
	90.00	45.00	630.00	2023	3
	90.00	45.00	540.00	2024	4
	90.00	45.00	450.00	2025	5
	90.00	45.00	360.00	2026	6
	90.00	45.00	270.00	2027	7
	90.00	45.00	180.00	2028	8
	90.00	45.00	90.00	2029	9
	90.00	45.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004006700	BRULE KAREN	
3052 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004007000	HICKLAND MITZI	
3047 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004007700	JOHNSON LOIS A	
3046 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004007900	TODD RICHARD & ANGELA ELENA LIPSCOMB	
1729 DEXTER AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
858.80	85.80	42.90	772.20	2021	1
	85.80	42.90	686.40	2022	2
	85.80	42.90	600.60	2023	3
	85.80	42.90	514.80	2024	4
	85.80	42.90	429.00	2025	5
	85.80	42.90	343.20	2026	6
	85.80	42.90	257.40	2027	7
	85.80	42.90	171.60	2028	8
	85.80	42.90	85.80	2029	9
	85.80	42.90	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004009400	ROVEKAMP CAROL M	
3134 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004009700	MOSES JOCELYN CHRISTIN	
3139 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004010000	CARTER VICKIE M	
1719 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004010400	FRAZIER EDWARD	
1735 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1200.00	120.00	60.00	1080.00	2021	1
	120.00	60.00	960.00	2022	2
	120.00	60.00	840.00	2023	3
	120.00	60.00	720.00	2024	4
	120.00	60.00	600.00	2025	5
	120.00	60.00	480.00	2026	6
	120.00	60.00	360.00	2027	7
	120.00	60.00	240.00	2028	8
	120.00	60.00	120.00	2029	9
	120.00	60.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004010500	KEMPER MARLA	
1737 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1470.00	147.00	73.50	1323.00	2021	1
	147.00	73.50	1176.00	2022	2
	147.00	73.50	1029.00	2023	3
	147.00	73.50	882.00	2024	4
	147.00	73.50	735.00	2025	5
	147.00	73.50	588.00	2026	6
	147.00	73.50	441.00	2027	7
	147.00	73.50	294.00	2028	8
	147.00	73.50	147.00	2029	9
	147.00	73.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004010900	ADAMORE ALLEN F JR	
3210 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004011300	EDGAR CONSTRUCTION LLC TR OF TRUST 112	
1720 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2100.00	210.00	105.00	1890.00	2021	1
	210.00	105.00	1680.00	2022	2
	210.00	105.00	1470.00	2023	3
	210.00	105.00	1260.00	2024	4
	210.00	105.00	1050.00	2025	5
	210.00	105.00	840.00	2026	6
	210.00	105.00	630.00	2027	7
	210.00	105.00	420.00	2028	8
	210.00	105.00	210.00	2029	9
	210.00	105.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004011500	ROSLEY MARY PATRICIA & RAYMOND KEITH	
1730 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004012100	FOSTER ANDRE	
1715 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2220.00	222.00	111.00	1998.00	2021	1
	222.00	111.00	1776.00	2022	2
	222.00	111.00	1554.00	2023	3
	222.00	111.00	1332.00	2024	4
	222.00	111.00	1110.00	2025	5
	222.00	111.00	888.00	2026	6
	222.00	111.00	666.00	2027	7
	222.00	111.00	444.00	2028	8
	222.00	111.00	222.00	2029	9
	222.00	111.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004012600	TANNER MICHAEL T & LYNN J	
3219 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2220.00	222.00	111.00	1998.00	2021	1
	222.00	111.00	1776.00	2022	2
	222.00	111.00	1554.00	2023	3
	222.00	111.00	1332.00	2024	4
	222.00	111.00	1110.00	2025	5
	222.00	111.00	888.00	2026	6
	222.00	111.00	666.00	2027	7
	222.00	111.00	444.00	2028	8
	222.00	111.00	222.00	2029	9
	222.00	111.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004012700	WATSON DIETRA L	
1705 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2220.00	222.00	111.00	1998.00	2021	1
	222.00	111.00	1776.00	2022	2
	222.00	111.00	1554.00	2023	3
	222.00	111.00	1332.00	2024	4
	222.00	111.00	1110.00	2025	5
	222.00	111.00	888.00	2026	6
	222.00	111.00	666.00	2027	7
	222.00	111.00	444.00	2028	8
	222.00	111.00	222.00	2029	9
	222.00	111.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004012800	WOODS CLARRISSA	
1703 KINNEY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004013600	BAM REALTY GROUP LLC	
3120 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004013700	MCDONALD RAYMOND & ROBBIE	
3059 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2220.00	222.00	111.00	1998.00	2021	1
	222.00	111.00	1776.00	2022	2
	222.00	111.00	1554.00	2023	3
	222.00	111.00	1332.00	2024	4
	222.00	111.00	1110.00	2025	5
	222.00	111.00	888.00	2026	6
	222.00	111.00	666.00	2027	7
	222.00	111.00	444.00	2028	8
	222.00	111.00	222.00	2029	9
	222.00	111.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004014300	Andre Foster and Patricia Smith	
3211 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004014500	CAMPBELL JACQUELINE M & JOHN C	
3219 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004014600	ADAM J ROCKEL & LEAH K BUSCH	
3137 FAIRFIELD AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1959.00	195.90	97.95	1763.10	2021	1
	195.90	97.95	1567.20	2022	2
	195.90	97.95	1371.30	2023	3
	195.90	97.95	1175.40	2024	4
	195.90	97.95	979.50	2025	5
	195.90	97.95	783.60	2026	6
	195.90	97.95	587.70	2027	7
	195.90	97.95	391.80	2028	8
	195.90	97.95	195.90	2029	9
	195.90	97.95	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004014700	JACKSON MICHAEL LEE	
3205 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004014900	SHANE & KIMBERLY RANZ	
3048 CLEINVIEW AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1914.00	191.40	95.70	1722.60	2021	1
	191.40	95.70	1531.20	2022	2
	191.40	95.70	1339.80	2023	3
	191.40	95.70	1148.40	2024	4
	191.40	95.70	957.00	2025	5
	191.40	95.70	765.60	2026	6
	191.40	95.70	574.20	2027	7
	191.40	95.70	382.80	2028	8
	191.40	95.70	191.40	2029	9
	191.40	95.70	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004015300	BURNS PAULA L & JOHN E JR	
3045 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004015400	WHAM PROPERTIES VII LLC	
1716 DEXTER AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004015700	HOLLAND ROXANA S	
1708 DEXTER AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004016200	WHAM PROPERTIES LLC	
1718 DEXTER AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004016900	A & M INVESTMENTS GROUP LLC	
1607 DEXTER AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550004017000	WASSON TYLER D	
1708 FAIRFAX AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005000300	BURNS GERALD S TR & BETTY R TR	
2923 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005000600	BURNS GERALD R	
2933 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3000.00	300.00	150.00	2700.00	2021	1
	300.00	150.00	2400.00	2022	2
	300.00	150.00	2100.00	2023	3
	300.00	150.00	1800.00	2024	4
	300.00	150.00	1500.00	2025	5
	300.00	150.00	1200.00	2026	6
	300.00	150.00	900.00	2027	7
	300.00	150.00	600.00	2028	8
	300.00	150.00	300.00	2029	9
	300.00	150.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005000900	LEUNG-WOLF ELAINE S & ALLEN	
3003 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2700.00	270.00	135.00	2430.00	2021	1
	270.00	135.00	2160.00	2022	2
	270.00	135.00	1890.00	2023	3
	270.00	135.00	1620.00	2024	4
	270.00	135.00	1350.00	2025	5
	270.00	135.00	1080.00	2026	6
	270.00	135.00	810.00	2027	7
	270.00	135.00	540.00	2028	8
	270.00	135.00	270.00	2029	9
	270.00	135.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005001000	ADAMS THOMAS P & ELIZABETH A	
3007 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2700.00	270.00	135.00	2430.00	2021	1
	270.00	135.00	2160.00	2022	2
	270.00	135.00	1890.00	2023	3
	270.00	135.00	1620.00	2024	4
	270.00	135.00	1350.00	2025	5
	270.00	135.00	1080.00	2026	6
	270.00	135.00	810.00	2027	7
	270.00	135.00	540.00	2028	8
	270.00	135.00	270.00	2029	9
	270.00	135.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005001100	WALKE JENNIFER K & CRAMER JONATHAN M	
3009 FAIRFIELD AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1515.00	151.50	75.75	1363.50	2021	1
	151.50	75.75	1212.00	2022	2
	151.50	75.75	1060.50	2023	3
	151.50	75.75	909.00	2024	4
	151.50	75.75	757.50	2025	5
	151.50	75.75	606.00	2026	6
	151.50	75.75	454.50	2027	7
	151.50	75.75	303.00	2028	8
	151.50	75.75	151.50	2029	9
	151.50	75.75	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005001700	ADELMAN JESSICA CRAIGLE TR & DOUGLAS MICHAEL SAC	
3055 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2700.00	270.00	135.00	2430.00	2021	1
	270.00	135.00	2160.00	2022	2
	270.00	135.00	1890.00	2023	3
	270.00	135.00	1620.00	2024	4
	270.00	135.00	1350.00	2025	5
	270.00	135.00	1080.00	2026	6
	270.00	135.00	810.00	2027	7
	270.00	135.00	540.00	2028	8
	270.00	135.00	270.00	2029	9
	270.00	135.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005002100	BERRY MICHAEL M	
2914 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005002200	FOSTER REBECCA J	
2922 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2700.00	270.00	135.00	2430.00	2021	1
	270.00	135.00	2160.00	2022	2
	270.00	135.00	1890.00	2023	3
	270.00	135.00	1620.00	2024	4
	270.00	135.00	1350.00	2025	5
	270.00	135.00	1080.00	2026	6
	270.00	135.00	810.00	2027	7
	270.00	135.00	540.00	2028	8
	270.00	135.00	270.00	2029	9
	270.00	135.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005002400	PIETOSO CRISTIAN & AMANDA	
2938 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005002600	SUTMOLLER JENS & JENNI K	
3000 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005003500	SEALE JOSEPH T & CAROLINE	
3040 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	1800.00	900.00	16200.00	2021	1
	1800.00	900.00	14400.00	2022	2
	1800.00	900.00	12600.00	2023	3
	1800.00	900.00	10800.00	2024	4
	1800.00	900.00	9000.00	2025	5
	1800.00	900.00	7200.00	2026	6
	1800.00	900.00	5400.00	2027	7
	1800.00	900.00	3600.00	2028	8
	1800.00	900.00	1800.00	2029	9
	1800.00	900.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005003600	RIDDER JOSEPH E & MARTI R	
3046 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005003700	FAIST LARRY R & ELLEN R	
3052 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3000.00	300.00	150.00	2700.00	2021	1
	300.00	150.00	2400.00	2022	2
	300.00	150.00	2100.00	2023	3
	300.00	150.00	1800.00	2024	4
	300.00	150.00	1500.00	2025	5
	300.00	150.00	1200.00	2026	6
	300.00	150.00	900.00	2027	7
	300.00	150.00	600.00	2028	8
	300.00	150.00	300.00	2029	9
	300.00	150.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550005004300	MOCK JAMES W & ELIZABETH J	
2916 FAIRFIELD AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006001100	MEYER EVAN C	
1623 DE SALES LN	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006004000	WHITTAKER STEVEN H	
1709 FERNWOOD STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006004500	DINSER ROBERT & CAROL L STREBEL	
2930 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006005300	CHARLES & COLLEEN HERT	
2948 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006006500	PORTER DONALD W & DARNESE	
2947 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006006600	BARBER JOANN	
2949 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006007200	DOEPKE DAVID J	
2924 CLEINVIEW AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1980.00	198.00	99.00	1782.00	2021	1
	198.00	99.00	1584.00	2022	2
	198.00	99.00	1386.00	2023	3
	198.00	99.00	1188.00	2024	4
	198.00	99.00	990.00	2025	5
	198.00	99.00	792.00	2026	6
	198.00	99.00	594.00	2027	7
	198.00	99.00	396.00	2028	8
	198.00	99.00	198.00	2029	9
	198.00	99.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006007900	HUGHES PATRICK H	
2942 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006008100	BURNS NICOLE	
2950 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006009600	WHAM PROPERTIES LLC	
3015 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006009700	TANNER MICHAEL	
3019 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006010500	BERTHE STEVEN & PATRICIA M	
3010 HACKBERRY ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2232.60	223.26	111.63	2009.34	2021	1
	223.26	111.63	1786.08	2022	2
	223.26	111.63	1562.82	2023	3
	223.26	111.63	1339.56	2024	4
	223.26	111.63	1116.30	2025	5
	223.26	111.63	893.04	2026	6
	223.26	111.63	669.78	2027	7
	223.26	111.63	446.52	2028	8
	223.26	111.63	223.26	2029	9
	223.26	111.63	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006010600	BRANDY MONICA	
3012 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006011000	3020 HACKBERRY LLC	
3020 HACKBERRY STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006011800	BODNER SAMANTHA JO	
3019 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006011900	LEE ALISHA D	
3021 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006012900	KOFALT MARK	
3028 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006013000	KOFALT MARK	
3030 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006013100	COULTER DENNIS J & LINDA C	
1618 DE SALES LN	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006013200	POPE MARY ANN & ANTHONY	
3002 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006013500	SETCHELL JENNA B	
3011 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006013800	WILLIAMS MILTON DEAN SR	
1626 DE SALES LN	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006014200	CAIN WILLIE	
1625 DE SALES LN	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1859.40	185.94	92.97	1673.46	2021	1
	185.94	92.97	1487.52	2022	2
	185.94	92.97	1301.58	2023	3
	185.94	92.97	1115.64	2024	4
	185.94	92.97	929.70	2025	5
	185.94	92.97	743.76	2026	6
	185.94	92.97	557.82	2027	7
	185.94	92.97	371.88	2028	8
	185.94	92.97	185.94	2029	9
	185.94	92.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006014400	CIN INVEST LLC	
1631 DE SALES LN	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006014700	MCDONALD JAMES JOSEPH JR & BETH MARIE	
2932 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006015000	RANFORD BEAUTEE K & WALTER RANFORD JR	
1712 DE SALES LN	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1260.00	126.00	63.00	1134.00	2021	1
	126.00	63.00	1008.00	2022	2
	126.00	63.00	882.00	2023	3
	126.00	63.00	756.00	2024	4
	126.00	63.00	630.00	2025	5
	126.00	63.00	504.00	2026	6
	126.00	63.00	378.00	2027	7
	126.00	63.00	252.00	2028	8
	126.00	63.00	126.00	2029	9
	126.00	63.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0550006016100	LEE ROCHELLE & LUCAS RIEMENS	
1732 DE SALES LN	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0560001001700	MARK M STAVSKY & VICTORIA L CHESTER	
2702 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
5500.00	550.00	275.00	4950.00	2021	1
	550.00	275.00	4400.00	2022	2
	550.00	275.00	3850.00	2023	3
	550.00	275.00	3300.00	2024	4
	550.00	275.00	2750.00	2025	5
	550.00	275.00	2200.00	2026	6
	550.00	275.00	1650.00	2027	7
	550.00	275.00	1100.00	2028	8
	550.00	275.00	550.00	2029	9
	550.00	275.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0560001002600	ROBERT E HAGUE & CARA K	
2631 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0560001003400	JSM PROPERTIES	
1745 MADISON ROAD	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3500.00	350.00	175.00	3150.00	2021	1
	350.00	175.00	2800.00	2022	2
	350.00	175.00	2450.00	2023	3
	350.00	175.00	2100.00	2024	4
	350.00	175.00	1750.00	2025	5
	350.00	175.00	1400.00	2026	6
	350.00	175.00	1050.00	2027	7
	350.00	175.00	700.00	2028	8
	350.00	175.00	350.00	2029	9
	350.00	175.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0560001004200	ANDREW W PETERSEN & MICHELLE C	
2702 JOHNSTONE PL	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3100.00	310.00	155.00	2790.00	2021	1
	310.00	155.00	2480.00	2022	2
	310.00	155.00	2170.00	2023	3
	310.00	155.00	1860.00	2024	4
	310.00	155.00	1550.00	2025	5
	310.00	155.00	1240.00	2026	6
	310.00	155.00	930.00	2027	7
	310.00	155.00	620.00	2028	8
	310.00	155.00	310.00	2029	9
	310.00	155.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0560001004300	DURHAM M FREEMAN & DEAN E CLEVENGER	
2725 JOHNSTONE PL	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
6500.00	650.00	325.00	5850.00	2021	1
	650.00	325.00	5200.00	2022	2
	650.00	325.00	4550.00	2023	3
	650.00	325.00	3900.00	2024	4
	650.00	325.00	3250.00	2025	5
	650.00	325.00	2600.00	2026	6
	650.00	325.00	1950.00	2027	7
	650.00	325.00	1300.00	2028	8
	650.00	325.00	650.00	2029	9
	650.00	325.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0560001004600	SUZANNE GECKLE & AARON	
2629 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0560002000300	CHAVEZ RACHEL	
1901 MADISON RD	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2290.00	229.00	114.50	2061.00	2021	1
	229.00	114.50	1832.00	2022	2
	229.00	114.50	1603.00	2023	3
	229.00	114.50	1374.00	2024	4
	229.00	114.50	1145.00	2025	5
	229.00	114.50	916.00	2026	6
	229.00	114.50	687.00	2027	7
	229.00	114.50	458.00	2028	8
	229.00	114.50	229.00	2029	9
	229.00	114.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0570002000100	RUEVE GROUP LLC	
3716 MONTGOMERY RD	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2125.80	212.58	106.29	1913.22	2021	1
	212.58	106.29	1700.64	2022	2
	212.58	106.29	1488.06	2023	3
	212.58	106.29	1275.48	2024	4
	212.58	106.29	1062.90	2025	5
	212.58	106.29	850.32	2026	6
	212.58	106.29	637.74	2027	7
	212.58	106.29	425.16	2028	8
	212.58	106.29	212.58	2029	9
	212.58	106.29	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0570005007000	EDGAR CONSTRUCTION LLC	
3419 TRIMBLE AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1959.00	195.90	97.95	1763.10	2021	1
	195.90	97.95	1567.20	2022	2
	195.90	97.95	1371.30	2023	3
	195.90	97.95	1175.40	2024	4
	195.90	97.95	979.50	2025	5
	195.90	97.95	783.60	2026	6
	195.90	97.95	587.70	2027	7
	195.90	97.95	391.80	2028	8
	195.90	97.95	195.90	2029	9
	195.90	97.95	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0580005000900	AGUADO HUMBERTO JR	
1623 JONATHAN AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2076.00	207.60	103.80	1868.40	2021	1
	207.60	103.80	1660.80	2022	2
	207.60	103.80	1453.20	2023	3
	207.60	103.80	1245.60	2024	4
	207.60	103.80	1038.00	2025	5
	207.60	103.80	830.40	2026	6
	207.60	103.80	622.80	2027	7
	207.60	103.80	415.20	2028	8
	207.60	103.80	207.60	2029	9
	207.60	103.80	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0580005006800	ONEAL ROBERT L & JULIA R	
3468 GREENLAWN AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1427.16	142.72	71.36	1284.44	2021	1
	142.72	71.36	1141.72	2022	2
	142.72	71.36	999.00	2023	3
	142.72	71.36	856.28	2024	4
	142.72	71.36	713.56	2025	5
	142.72	71.36	570.84	2026	6
	142.72	71.36	428.12	2027	7
	142.72	71.36	285.40	2028	8
	142.72	71.36	142.68	2029	9
	142.68	71.34	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0580006002100	HOMESTEADING AND URBAN REDEVELOPMENT CORPORATION	
1640 JONATHAN AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1739.40	173.94	86.97	1565.46	2021	1
	173.94	86.97	1391.52	2022	2
	173.94	86.97	1217.58	2023	3
	173.94	86.97	1043.64	2024	4
	173.94	86.97	869.70	2025	5
	173.94	86.97	695.76	2026	6
	173.94	86.97	521.82	2027	7
	173.94	86.97	347.88	2028	8
	173.94	86.97	173.94	2029	9
	173.94	86.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0590006001100	3619 NEWTOWN LLC	
3619 NEWTON AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1845.00	184.50	92.25	1660.50	2021	1
	184.50	92.25	1476.00	2022	2
	184.50	92.25	1291.50	2023	3
	184.50	92.25	1107.00	2024	4
	184.50	92.25	922.50	2025	5
	184.50	92.25	738.00	2026	6
	184.50	92.25	553.50	2027	7
	184.50	92.25	369.00	2028	8
	184.50	92.25	184.50	2029	9
	184.50	92.25	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0590006012400	GAIL V BULLARD	
3621 MONTGOMERY RD	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1629.60	162.96	81.48	1466.64	2021	1
	162.96	81.48	1303.68	2022	2
	162.96	81.48	1140.72	2023	3
	162.96	81.48	977.76	2024	4
	162.96	81.48	814.80	2025	5
	162.96	81.48	651.84	2026	6
	162.96	81.48	488.88	2027	7
	162.96	81.48	325.92	2028	8
	162.96	81.48	162.96	2029	9
	162.96	81.48	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0620002001600	RICHMOND REDEVELOPMENT LLC	
1419 LOCUST ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2699.00	269.90	134.95	2429.10	2021	1
	269.90	134.95	2159.20	2022	2
	269.90	134.95	1889.30	2023	3
	269.90	134.95	1619.40	2024	4
	269.90	134.95	1349.50	2025	5
	269.90	134.95	1079.60	2026	6
	269.90	134.95	809.70	2027	7
	269.90	134.95	539.80	2028	8
	269.90	134.95	269.90	2029	9
	269.90	134.95	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0620003002200	KEVIN ANDRISEK	
2719 HACKBERRY ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1629.00	162.90	81.45	1466.10	2021	1
	162.90	81.45	1303.20	2022	2
	162.90	81.45	1140.30	2023	3
	162.90	81.45	977.40	2024	4
	162.90	81.45	814.50	2025	5
	162.90	81.45	651.60	2026	6
	162.90	81.45	488.70	2027	7
	162.90	81.45	325.80	2028	8
	162.90	81.45	162.90	2029	9
	162.90	81.45	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0620003004200	CINCINNATI HOMES BY TURNER LLC	
2719 CLEINVIEW AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
4700.00	470.00	235.00	4230.00	2021	1
	470.00	235.00	3760.00	2022	2
	470.00	235.00	3290.00	2023	3
	470.00	235.00	2820.00	2024	4
	470.00	235.00	2350.00	2025	5
	470.00	235.00	1880.00	2026	6
	470.00	235.00	1410.00	2027	7
	470.00	235.00	940.00	2028	8
	470.00	235.00	470.00	2029	9
	470.00	235.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0620003005400	MARK J STEPANIAK & ANNE M	
2714 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
5500.00	550.00	275.00	4950.00	2021	1
	550.00	275.00	4400.00	2022	2
	550.00	275.00	3850.00	2023	3
	550.00	275.00	3300.00	2024	4
	550.00	275.00	2750.00	2025	5
	550.00	275.00	2200.00	2026	6
	550.00	275.00	1650.00	2027	7
	550.00	275.00	1100.00	2028	8
	550.00	275.00	550.00	2029	9
	550.00	275.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0620003009900	BRICK HOUSE PROPERTIES LLC	
2621 HACKBERRY ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1440.00	144.00	72.00	1296.00	2021	1
	144.00	72.00	1152.00	2022	2
	144.00	72.00	1008.00	2023	3
	144.00	72.00	864.00	2024	4
	144.00	72.00	720.00	2025	5
	144.00	72.00	576.00	2026	6
	144.00	72.00	432.00	2027	7
	144.00	72.00	288.00	2028	8
	144.00	72.00	144.00	2029	9
	144.00	72.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0620003013100	ELIZABETH F TURNBULL	
2735 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0620003CD0100	STEPHEN DANYLUK & TIFFANY & MARY PATER	
2727 B CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0630001011000	JANET A SELF & JOHN M MCHUGH	
2306 GRANDVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
4500.00	450.00	225.00	4050.00	2021	1
	450.00	225.00	3600.00	2022	2
	450.00	225.00	3150.00	2023	3
	450.00	225.00	2700.00	2024	4
	450.00	225.00	2250.00	2025	5
	450.00	225.00	1800.00	2026	6
	450.00	225.00	1350.00	2027	7
	450.00	225.00	900.00	2028	8
	450.00	225.00	450.00	2029	9
	450.00	225.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0630002000600	JAMES F & DAWN M BALITSIS	
2410 ASHLAND AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3000.00	300.00	150.00	2700.00	2021	1
	300.00	150.00	2400.00	2022	2
	300.00	150.00	2100.00	2023	3
	300.00	150.00	1800.00	2024	4
	300.00	150.00	1500.00	2025	5
	300.00	150.00	1200.00	2026	6
	300.00	150.00	900.00	2027	7
	300.00	150.00	600.00	2028	8
	300.00	150.00	300.00	2029	9
	300.00	150.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0630002000700	BARBARA J LENHARDT	
2406 ASHLAND AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2450.00	245.00	122.50	2205.00	2021	1
	245.00	122.50	1960.00	2022	2
	245.00	122.50	1715.00	2023	3
	245.00	122.50	1470.00	2024	4
	245.00	122.50	1225.00	2025	5
	245.00	122.50	980.00	2026	6
	245.00	122.50	735.00	2027	7
	245.00	122.50	490.00	2028	8
	245.00	122.50	245.00	2029	9
	245.00	122.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0630002000800	MICHAEL W JORDAN	
2402 ASHLAND AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2450.00	245.00	122.50	2205.00	2021	1
	245.00	122.50	1960.00	2022	2
	245.00	122.50	1715.00	2023	3
	245.00	122.50	1470.00	2024	4
	245.00	122.50	1225.00	2025	5
	245.00	122.50	980.00	2026	6
	245.00	122.50	735.00	2027	7
	245.00	122.50	490.00	2028	8
	245.00	122.50	245.00	2029	9
	245.00	122.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0630002001200	SVETLANA N & DMITRIJ SHKETIK	
2344 ASHLAND AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
5500.00	550.00	275.00	4950.00	2021	1
	550.00	275.00	4400.00	2022	2
	550.00	275.00	3850.00	2023	3
	550.00	275.00	3300.00	2024	4
	550.00	275.00	2750.00	2025	5
	550.00	275.00	2200.00	2026	6
	550.00	275.00	1650.00	2027	7
	550.00	275.00	1100.00	2028	8
	550.00	275.00	550.00	2029	9
	550.00	275.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0630002005600	EDWIN A PFETZING	
1359 FLEMING STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3500.00	350.00	175.00	3150.00	2021	1
	350.00	175.00	2800.00	2022	2
	350.00	175.00	2450.00	2023	3
	350.00	175.00	2100.00	2024	4
	350.00	175.00	1750.00	2025	5
	350.00	175.00	1400.00	2026	6
	350.00	175.00	1050.00	2027	7
	350.00	175.00	700.00	2028	8
	350.00	175.00	350.00	2029	9
	350.00	175.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0630002009000	RAHUL D'MELLO, CHERYL A & GILROY S D'MELLO	
1355 FLEMING STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3500.00	350.00	175.00	3150.00	2021	1
	350.00	175.00	2800.00	2022	2
	350.00	175.00	2450.00	2023	3
	350.00	175.00	2100.00	2024	4
	350.00	175.00	1750.00	2025	5
	350.00	175.00	1400.00	2026	6
	350.00	175.00	1050.00	2027	7
	350.00	175.00	700.00	2028	8
	350.00	175.00	350.00	2029	9
	350.00	175.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0630002009400	MATTHEW T PYTLIK & KELSEY ANNE HAWKE	
1344 FLEMING STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3500.00	350.00	175.00	3150.00	2021	1
	350.00	175.00	2800.00	2022	2
	350.00	175.00	2450.00	2023	3
	350.00	175.00	2100.00	2024	4
	350.00	175.00	1750.00	2025	5
	350.00	175.00	1400.00	2026	6
	350.00	175.00	1050.00	2027	7
	350.00	175.00	700.00	2028	8
	350.00	175.00	350.00	2029	9
	350.00	175.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0630002010300	STANLEY R HESTER & SVETLANA SHKETIK	
2342 UPLAND PLACE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3000.00	300.00	150.00	2700.00	2021	1
	300.00	150.00	2400.00	2022	2
	300.00	150.00	2100.00	2023	3
	300.00	150.00	1800.00	2024	4
	300.00	150.00	1500.00	2025	5
	300.00	150.00	1200.00	2026	6
	300.00	150.00	900.00	2027	7
	300.00	150.00	600.00	2028	8
	300.00	150.00	300.00	2029	9
	300.00	150.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0640002006300	CHARLES M HOLTHAUS & CORINNE E	
2522 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0640002016200	GASTELU JORGE E DALENCE & LINDSEY A BUCHER	
2519 CLEINVIEW AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0660001009800	SSECK GLOBAL TRADING LIMITED	
2625 ASHLAND AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1770.00	177.00	88.50	1593.00	2021	1
	177.00	88.50	1416.00	2022	2
	177.00	88.50	1239.00	2023	3
	177.00	88.50	1062.00	2024	4
	177.00	88.50	885.00	2025	5
	177.00	88.50	708.00	2026	6
	177.00	88.50	531.00	2027	7
	177.00	88.50	354.00	2028	8
	177.00	88.50	177.00	2029	9
	177.00	88.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0660003001700	ZABROCKA LUIZA	
2819 PARK AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2524.00	252.40	126.20	2271.60	2021	1
	252.40	126.20	2019.20	2022	2
	252.40	126.20	1766.80	2023	3
	252.40	126.20	1514.40	2024	4
	252.40	126.20	1262.00	2025	5
	252.40	126.20	1009.60	2026	6
	252.40	126.20	757.20	2027	7
	252.40	126.20	504.80	2028	8
	252.40	126.20	252.40	2029	9
	252.40	126.20	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0670001001000	BLACKDIAMOND CAPITAL MANAGEMENT LLC	
926 WINDSOR ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1950.00	195.00	97.50	1755.00	2021	1
	195.00	97.50	1560.00	2022	2
	195.00	97.50	1365.00	2023	3
	195.00	97.50	1170.00	2024	4
	195.00	97.50	975.00	2025	5
	195.00	97.50	780.00	2026	6
	195.00	97.50	585.00	2027	7
	195.00	97.50	390.00	2028	8
	195.00	97.50	195.00	2029	9
	195.00	97.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0690003004700	GREEN LISA LYNN	
2135 ST JAMES AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2025.00	202.50	101.25	1822.50	2021	1
	202.50	101.25	1620.00	2022	2
	202.50	101.25	1417.50	2023	3
	202.50	101.25	1215.00	2024	4
	202.50	101.25	1012.50	2025	5
	202.50	101.25	810.00	2026	6
	202.50	101.25	607.50	2027	7
	202.50	101.25	405.00	2028	8
	202.50	101.25	202.50	2029	9
	202.50	101.25	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0720001015900	ABARE THOMAS M & TERRI R	
1127 CARNEY ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1499.40	149.94	74.97	1349.46	2021	1
	149.94	74.97	1199.52	2022	2
	149.94	74.97	1049.58	2023	3
	149.94	74.97	899.64	2024	4
	149.94	74.97	749.70	2025	5
	149.94	74.97	599.76	2026	6
	149.94	74.97	449.82	2027	7
	149.94	74.97	299.88	2028	8
	149.94	74.97	149.94	2029	9
	149.94	74.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0720001021300	SHOUSHAN NIR BEN	
962 HATCH ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1427.58	142.76	71.38	1284.82	2021	1
	142.76	71.38	1142.06	2022	2
	142.76	71.38	999.30	2023	3
	142.76	71.38	856.54	2024	4
	142.76	71.38	713.78	2025	5
	142.76	71.38	571.02	2026	6
	142.76	71.38	428.26	2027	7
	142.76	71.38	285.50	2028	8
	142.76	71.38	142.74	2029	9
	142.74	71.37	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0750001018700	RANARD ZACHARY B & BRITTNEY L	
1406 SYCAMORE ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1199.40	119.94	59.97	1079.46	2021	1
	119.94	59.97	959.52	2022	2
	119.94	59.97	839.58	2023	3
	119.94	59.97	719.64	2024	4
	119.94	59.97	599.70	2025	5
	119.94	59.97	479.76	2026	6
	119.94	59.97	359.82	2027	7
	119.94	59.97	239.88	2028	8
	119.94	59.97	119.94	2029	9
	119.94	59.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0800001003300	RETFORD JOE	
10 E FIFTEENTH STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0860001007100	GARCIA MARTIN JR	
528 MILTON ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1470.00	147.00	73.50	1323.00	2021	1
	147.00	73.50	1176.00	2022	2
	147.00	73.50	1029.00	2023	3
	147.00	73.50	882.00	2024	4
	147.00	73.50	735.00	2025	5
	147.00	73.50	588.00	2026	6
	147.00	73.50	441.00	2027	7
	147.00	73.50	294.00	2028	8
	147.00	73.50	147.00	2029	9
	147.00	73.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0860001023800	BROWNE RODDAN L	
1820 HIGHLAND AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2097.60	209.76	104.88	1887.84	2021	1
	209.76	104.88	1678.08	2022	2
	209.76	104.88	1468.32	2023	3
	209.76	104.88	1258.56	2024	4
	209.76	104.88	1048.80	2025	5
	209.76	104.88	839.04	2026	6
	209.76	104.88	629.28	2027	7
	209.76	104.88	419.52	2028	8
	209.76	104.88	209.76	2029	9
	209.76	104.88	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0860002023700	STEFAN CORNELIS & CAITLIN E OSBORN	
1621 MANSFIELD ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2097.00	209.70	104.85	1887.30	2021	1
	209.70	104.85	1677.60	2022	2
	209.70	104.85	1467.90	2023	3
	209.70	104.85	1258.20	2024	4
	209.70	104.85	1048.50	2025	5
	209.70	104.85	838.80	2026	6
	209.70	104.85	629.10	2027	7
	209.70	104.85	419.40	2028	8
	209.70	104.85	209.70	2029	9
	209.70	104.85	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0860002036000	PARKS GEORGE S & JOYCE N	
318 MILTON ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1440.00	144.00	72.00	1296.00	2021	1
	144.00	72.00	1152.00	2022	2
	144.00	72.00	1008.00	2023	3
	144.00	72.00	864.00	2024	4
	144.00	72.00	720.00	2025	5
	144.00	72.00	576.00	2026	6
	144.00	72.00	432.00	2027	7
	144.00	72.00	288.00	2028	8
	144.00	72.00	144.00	2029	9
	144.00	72.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0890001010300	278 HELEN LLC	
278 HELEN ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2010.00	201.00	100.50	1809.00	2021	1
	201.00	100.50	1608.00	2022	2
	201.00	100.50	1407.00	2023	3
	201.00	100.50	1206.00	2024	4
	201.00	100.50	1005.00	2025	5
	201.00	100.50	804.00	2026	6
	201.00	100.50	603.00	2027	7
	201.00	100.50	402.00	2028	8
	201.00	100.50	201.00	2029	9
	201.00	100.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0930002003800	GATEWAY HOUSE INC	
2230 VINE ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2078.40	207.84	103.92	1870.56	2021	1
	207.84	103.92	1662.72	2022	2
	207.84	103.92	1454.88	2023	3
	207.84	103.92	1247.04	2024	4
	207.84	103.92	1039.20	2025	5
	207.84	103.92	831.36	2026	6
	207.84	103.92	623.52	2027	7
	207.84	103.92	415.68	2028	8
	207.84	103.92	207.84	2029	9
	207.84	103.92	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0930003004900	WILSON CLIFF & DEBORAH MOORE-WILSON	
2203 RICE ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1419.40	141.94	70.97	1277.46	2021	1
	141.94	70.97	1135.52	2022	2
	141.94	70.97	993.58	2023	3
	141.94	70.97	851.64	2024	4
	141.94	70.97	709.70	2025	5
	141.94	70.97	567.76	2026	6
	141.94	70.97	425.82	2027	7
	141.94	70.97	283.88	2028	8
	141.94	70.97	141.94	2029	9
	141.94	70.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0940005027900	CLIFTON AVE 147 LLC	
147 CLIFTON AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1969.20	196.92	98.46	1772.28	2021	1
	196.92	98.46	1575.36	2022	2
	196.92	98.46	1378.44	2023	3
	196.92	98.46	1181.52	2024	4
	196.92	98.46	984.60	2025	5
	196.92	98.46	787.68	2026	6
	196.92	98.46	590.76	2027	7
	196.92	98.46	393.84	2028	8
	196.92	98.46	196.92	2029	9
	196.92	98.46	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0940008018100	COOPER BARRY W	
107 W ELDER STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0940008018300	GREEN MD LLC	
103 W ELDER STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2500.00	250.00	125.00	2250.00	2021	1
	250.00	125.00	2000.00	2022	2
	250.00	125.00	1750.00	2023	3
	250.00	125.00	1500.00	2024	4
	250.00	125.00	1250.00	2025	5
	250.00	125.00	1000.00	2026	6
	250.00	125.00	750.00	2027	7
	250.00	125.00	500.00	2028	8
	250.00	125.00	250.00	2029	9
	250.00	125.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0950004017200	2265 83 VINE INVESTORS LLC & INCUBATOR ASSOCIATES	
2265 VINE ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2224.80	222.48	111.24	2002.32	2021	1
	222.48	111.24	1779.84	2022	2
	222.48	111.24	1557.36	2023	3
	222.48	111.24	1334.88	2024	4
	222.48	111.24	1112.40	2025	5
	222.48	111.24	889.92	2026	6
	222.48	111.24	667.44	2027	7
	222.48	111.24	444.96	2028	8
	222.48	111.24	222.48	2029	9
	222.48	111.24	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0960002028500	JASON & ALLISON AARDSMA	
314 KLOTTER AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2093.40	209.34	104.67	1884.06	2021	1
	209.34	104.67	1674.72	2022	2
	209.34	104.67	1465.38	2023	3
	209.34	104.67	1256.04	2024	4
	209.34	104.67	1046.70	2025	5
	209.34	104.67	837.36	2026	6
	209.34	104.67	628.02	2027	7
	209.34	104.67	418.68	2028	8
	209.34	104.67	209.34	2029	9
	209.34	104.67	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0970002013500	SOUTHVIEW PROPERTY MANAGEMENT LLC	
419 ADA ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1332.60	133.26	66.63	1199.34	2021	1
	133.26	66.63	1066.08	2022	2
	133.26	66.63	932.82	2023	3
	133.26	66.63	799.56	2024	4
	133.26	66.63	666.30	2025	5
	133.26	66.63	533.04	2026	6
	133.26	66.63	399.78	2027	7
	133.26	66.63	266.52	2028	8
	133.26	66.63	133.26	2029	9
	133.26	66.63	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
0990002001300	MNA PROPERTIES LLC C/O MOHAMMED T KHAN	
2970 CENTRAL PY	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2699.00	269.90	134.95	2429.10	2021	1
	269.90	134.95	2159.20	2022	2
	269.90	134.95	1889.30	2023	3
	269.90	134.95	1619.40	2024	4
	269.90	134.95	1349.50	2025	5
	269.90	134.95	1079.60	2026	6
	269.90	134.95	809.70	2027	7
	269.90	134.95	539.80	2028	8
	269.90	134.95	269.90	2029	9
	269.90	134.95	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1010005010600	DBJ PROPERTIES LLC	
631 PROBASCO ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2899.00	289.90	144.95	2609.10	2021	1
	289.90	144.95	2319.20	2022	2
	289.90	144.95	2029.30	2023	3
	289.90	144.95	1739.40	2024	4
	289.90	144.95	1449.50	2025	5
	289.90	144.95	1159.60	2026	6
	289.90	144.95	869.70	2027	7
	289.90	144.95	579.80	2028	8
	289.90	144.95	289.90	2029	9
	289.90	144.95	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1030001009700	LA VENTURE LLC	
3261 GLENDORA AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1680.00	168.00	84.00	1512.00	2021	1
	168.00	84.00	1344.00	2022	2
	168.00	84.00	1176.00	2023	3
	168.00	84.00	1008.00	2024	4
	168.00	84.00	840.00	2025	5
	168.00	84.00	672.00	2026	6
	168.00	84.00	504.00	2027	7
	168.00	84.00	336.00	2028	8
	168.00	84.00	168.00	2029	9
	168.00	84.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1060003007700	KELLEY & KELLEY INVESTMENTS LLC	
520 CARPLIN PL	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2039.40	203.94	101.97	1835.46	2021	1
	203.94	101.97	1631.52	2022	2
	203.94	101.97	1427.58	2023	3
	203.94	101.97	1223.64	2024	4
	203.94	101.97	1019.70	2025	5
	203.94	101.97	815.76	2026	6
	203.94	101.97	611.82	2027	7
	203.94	101.97	407.88	2028	8
	203.94	101.97	203.94	2029	9
	203.94	101.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1060003011800	WINNIE REALTY GROUP LLC	
589 BLAIR AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1499.40	149.94	74.97	1349.46	2021	1
	149.94	74.97	1199.52	2022	2
	149.94	74.97	1049.58	2023	3
	149.94	74.97	899.64	2024	4
	149.94	74.97	749.70	2025	5
	149.94	74.97	599.76	2026	6
	149.94	74.97	449.82	2027	7
	149.94	74.97	299.88	2028	8
	149.94	74.97	149.94	2029	9
	149.94	74.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1070010006400	GAINES PROPERTIES LLC	
846 BLAIR AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2080.20	208.02	104.01	1872.18	2021	1
	208.02	104.01	1664.16	2022	2
	208.02	104.01	1456.14	2023	3
	208.02	104.01	1248.12	2024	4
	208.02	104.01	1040.10	2025	5
	208.02	104.01	832.08	2026	6
	208.02	104.01	624.06	2027	7
	208.02	104.01	416.04	2028	8
	208.02	104.01	208.02	2029	9
	208.02	104.01	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1100002000800	MAX & SHANA WARNER	
1019 LENOX PL	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2999.00	299.90	149.95	2699.10	2021	1
	299.90	149.95	2399.20	2022	2
	299.90	149.95	2099.30	2023	3
	299.90	149.95	1799.40	2024	4
	299.90	149.95	1499.50	2025	5
	299.90	149.95	1199.60	2026	6
	299.90	149.95	899.70	2027	7
	299.90	149.95	599.80	2028	8
	299.90	149.95	299.90	2029	9
	299.90	149.95	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1120005003700	Henry & Annie Lois Jackson Jr	
691 Glenwood	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1280.94	128.10	64.05	1152.84	2021	1
	128.10	64.05	1024.74	2022	2
	128.10	64.05	896.64	2023	3
	128.10	64.05	768.54	2024	4
	128.10	64.05	640.44	2025	5
	128.10	64.05	512.34	2026	6
	128.10	64.05	384.24	2027	7
	128.10	64.05	256.14	2028	8
	128.10	64.05	128.04	2029	9
	128.04	64.02	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1120006001300	RICHMOND WILLIAMS	
3594 VAN ANTWERP PL	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1835.40	183.54	91.77	1651.86	2021	1
	183.54	91.77	1468.32	2022	2
	183.54	91.77	1284.78	2023	3
	183.54	91.77	1101.24	2024	4
	183.54	91.77	917.70	2025	5
	183.54	91.77	734.16	2026	6
	183.54	91.77	550.62	2027	7
	183.54	91.77	367.08	2028	8
	183.54	91.77	183.54	2029	9
	183.54	91.77	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1130003002000	China Doll Investments I LLC	
3651 ALASKA AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1980.00	198.00	99.00	1782.00	2021	1
	198.00	99.00	1584.00	2022	2
	198.00	99.00	1386.00	2023	3
	198.00	99.00	1188.00	2024	4
	198.00	99.00	990.00	2025	5
	198.00	99.00	792.00	2026	6
	198.00	99.00	594.00	2027	7
	198.00	99.00	396.00	2028	8
	198.00	99.00	198.00	2029	9
	198.00	99.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1150004000600	ERNSELL ELIZABETH	
10 BURTON WOODS LN	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1150007001000	SCAGLIONI PIER P & MARGHERITA MELEGARI	
3975 BEECHWOOD AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1587.00	158.70	79.35	1428.30	2021	1
	158.70	79.35	1269.60	2022	2
	158.70	79.35	1110.90	2023	3
	158.70	79.35	952.20	2024	4
	158.70	79.35	793.50	2025	5
	158.70	79.35	634.80	2026	6
	158.70	79.35	476.10	2027	7
	158.70	79.35	317.40	2028	8
	158.70	79.35	158.70	2029	9
	158.70	79.35	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1150A03000700	ELLIOTT STEPHANIE W & JOHN PAUL	
3937 LEYMAN DRIVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
5000.00	500.00	250.00	4500.00	2021	1
	500.00	250.00	4000.00	2022	2
	500.00	250.00	3500.00	2023	3
	500.00	250.00	3000.00	2024	4
	500.00	250.00	2500.00	2025	5
	500.00	250.00	2000.00	2026	6
	500.00	250.00	1500.00	2027	7
	500.00	250.00	1000.00	2028	8
	500.00	250.00	500.00	2029	9
	500.00	250.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1200001000800	MICHELE & MARTIN HARDRICK	
2615 LANGDON FARM ROAD	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3500.00	350.00	175.00	3150.00	2021	1
	350.00	175.00	2800.00	2022	2
	350.00	175.00	2450.00	2023	3
	350.00	175.00	2100.00	2024	4
	350.00	175.00	1750.00	2025	5
	350.00	175.00	1400.00	2026	6
	350.00	175.00	1050.00	2027	7
	350.00	175.00	700.00	2028	8
	350.00	175.00	350.00	2029	9
	350.00	175.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1200003005000	DAVID A & EMILY E WOERNER	
2530 RIDGELAND PL	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2039.40	203.94	101.97	1835.46	2021	1
	203.94	101.97	1631.52	2022	2
	203.94	101.97	1427.58	2023	3
	203.94	101.97	1223.64	2024	4
	203.94	101.97	1019.70	2025	5
	203.94	101.97	815.76	2026	6
	203.94	101.97	611.82	2027	7
	203.94	101.97	407.88	2028	8
	203.94	101.97	203.94	2029	9
	203.94	101.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1200003007900	SPARKS JENNIFER L	
2555 RIDGELAND PL	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1959.00	195.90	97.95	1763.10	2021	1
	195.90	97.95	1567.20	2022	2
	195.90	97.95	1371.30	2023	3
	195.90	97.95	1175.40	2024	4
	195.90	97.95	979.50	2025	5
	195.90	97.95	783.60	2026	6
	195.90	97.95	587.70	2027	7
	195.90	97.95	391.80	2028	8
	195.90	97.95	195.90	2029	9
	195.90	97.95	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1210001002200	STEFFEN MATTHEW T & ROBIN CONNERS	
2709 SILVERLEAF AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2099.40	209.94	104.97	1889.46	2021	1
	209.94	104.97	1679.52	2022	2
	209.94	104.97	1469.58	2023	3
	209.94	104.97	1259.64	2024	4
	209.94	104.97	1049.70	2025	5
	209.94	104.97	839.76	2026	6
	209.94	104.97	629.82	2027	7
	209.94	104.97	419.88	2028	8
	209.94	104.97	209.94	2029	9
	209.94	104.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1210001002700	ALBRIGHT GREGORY B & HEATHER M WENDT	
2729 SILVERLEAF AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	150.00	75.00	1350.00	2021	1
	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5
	150.00	75.00	600.00	2026	6
	150.00	75.00	450.00	2027	7
	150.00	75.00	300.00	2028	8
	150.00	75.00	150.00	2029	9
	150.00	75.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1210001003800	JEFFREY M SCHULTZ TR & JERRI L TR	
2726 SILVERLEAF AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1859.40	185.94	92.97	1673.46	2021	1
	185.94	92.97	1487.52	2022	2
	185.94	92.97	1301.58	2023	3
	185.94	92.97	1115.64	2024	4
	185.94	92.97	929.70	2025	5
	185.94	92.97	743.76	2026	6
	185.94	92.97	557.82	2027	7
	185.94	92.97	371.88	2028	8
	185.94	92.97	185.94	2029	9
	185.94	92.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1210001004000	JAMES BRANDON C	
2730 SILVERLEAF AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	150.00	75.00	1350.00	2021	1
	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5
	150.00	75.00	600.00	2026	6
	150.00	75.00	450.00	2027	7
	150.00	75.00	300.00	2028	8
	150.00	75.00	150.00	2029	9
	150.00	75.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	**OWNER**	**RES/ORD#**
1210001012000	**WEBSTER JOHN H**	
6115 TULANE ROAD	**10 Yrs - Semi-Annual Charge**	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	**150.00**	75.00	1350.00	2021	1
	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5
	150.00	75.00	600.00	2026	6
	150.00	75.00	450.00	2027	7
	150.00	75.00	300.00	2028	8
	150.00	75.00	150.00	2029	9
	150.00	75.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	**OWNER**	**RES/ORD#**
1210001012300	**LAB SCOTT R & JESSICA A HYLAND**	
6119 TULANE ROAD	**10 Yrs - Semi-Annual Charge**	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	**150.00**	75.00	1350.00	2021	1
	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5
	150.00	75.00	600.00	2026	6
	150.00	75.00	450.00	2027	7
	150.00	75.00	300.00	2028	8
	150.00	75.00	150.00	2029	9
	150.00	75.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1210001013000	CARRASQUILLO HERMINIO III & CHRISTINE	
6116 TULANE RD	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1962.60	196.26	98.13	1766.34	2021	1
	196.26	98.13	1570.08	2022	2
	196.26	98.13	1373.82	2023	3
	196.26	98.13	1177.56	2024	4
	196.26	98.13	981.30	2025	5
	196.26	98.13	785.04	2026	6
	196.26	98.13	588.78	2027	7
	196.26	98.13	392.52	2028	8
	196.26	98.13	196.26	2029	9
	196.26	98.13	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1220003001800	ENGEL BRADLEY & TAYLOR	
3106 TROY AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2014.20	201.42	100.71	1812.78	2021	1
	201.42	100.71	1611.36	2022	2
	201.42	100.71	1409.94	2023	3
	201.42	100.71	1208.52	2024	4
	201.42	100.71	1007.10	2025	5
	201.42	100.71	805.68	2026	6
	201.42	100.71	604.26	2027	7
	201.42	100.71	402.84	2028	8
	201.42	100.71	201.42	2029	9
	201.42	100.71	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1220003002000	FISSINGER BRIAN & CRISTIN	
3116 TROY AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1957.80	195.78	97.89	1762.02	2021	1
	195.78	97.89	1566.24	2022	2
	195.78	97.89	1370.46	2023	3
	195.78	97.89	1174.68	2024	4
	195.78	97.89	978.90	2025	5
	195.78	97.89	783.12	2026	6
	195.78	97.89	587.34	2027	7
	195.78	97.89	391.56	2028	8
	195.78	97.89	195.78	2029	9
	195.78	97.89	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1220003008400	OVERMAN MARY	
3096 LOSANTIVILLE AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1230002005100	STRYKER ANNA MARIE & AARON GORHAM	
3145 GLOSS AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2235.60	223.56	111.78	2012.04	2021	1
	223.56	111.78	1788.48	2022	2
	223.56	111.78	1564.92	2023	3
	223.56	111.78	1341.36	2024	4
	223.56	111.78	1117.80	2025	5
	223.56	111.78	894.24	2026	6
	223.56	111.78	670.68	2027	7
	223.56	111.78	447.12	2028	8
	223.56	111.78	223.56	2029	9
	223.56	111.78	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1250003001900	SOTELO SIMON D & SAMANTHA J LANE	
3373 ARROW AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1978.20	197.82	98.91	1780.38	2021	1
	197.82	98.91	1582.56	2022	2
	197.82	98.91	1384.74	2023	3
	197.82	98.91	1186.92	2024	4
	197.82	98.91	989.10	2025	5
	197.82	98.91	791.28	2026	6
	197.82	98.91	593.46	2027	7
	197.82	98.91	395.64	2028	8
	197.82	98.91	197.82	2029	9
	197.82	98.91	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1250003004300	REESE STACEY M & CHRISTOPHER P	
6024 GRAND VISTA AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1800.00	180.00	90.00	1620.00	2021	1
	180.00	90.00	1440.00	2022	2
	180.00	90.00	1260.00	2023	3
	180.00	90.00	1080.00	2024	4
	180.00	90.00	900.00	2025	5
	180.00	90.00	720.00	2026	6
	180.00	90.00	540.00	2027	7
	180.00	90.00	360.00	2028	8
	180.00	90.00	180.00	2029	9
	180.00	90.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1250003004700	WOLFF ALLISON	
6016 GRAND VISTA AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1999.20	199.92	99.96	1799.28	2021	1
	199.92	99.96	1599.36	2022	2
	199.92	99.96	1399.44	2023	3
	199.92	99.96	1199.52	2024	4
	199.92	99.96	999.60	2025	5
	199.92	99.96	799.68	2026	6
	199.92	99.96	599.76	2027	7
	199.92	99.96	399.84	2028	8
	199.92	99.96	199.92	2029	9
	199.92	99.96	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1250003008700	ZACHARY B & BRITTNEY L RANARD	
3344 WOODFORD RD	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1857.60	185.76	92.88	1671.84	2021	1
	185.76	92.88	1486.08	2022	2
	185.76	92.88	1300.32	2023	3
	185.76	92.88	1114.56	2024	4
	185.76	92.88	928.80	2025	5
	185.76	92.88	743.04	2026	6
	185.76	92.88	557.28	2027	7
	185.76	92.88	371.52	2028	8
	185.76	92.88	185.76	2029	9
	185.76	92.88	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1270005005600	DAWSON ROBERT L & PATRICIA R	
5851 WYATT AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2342.00	234.20	117.10	2107.80	2021	1
	234.20	117.10	1873.60	2022	2
	234.20	117.10	1639.40	2023	3
	234.20	117.10	1405.20	2024	4
	234.20	117.10	1171.00	2025	5
	234.20	117.10	936.80	2026	6
	234.20	117.10	702.60	2027	7
	234.20	117.10	468.40	2028	8
	234.20	117.10	234.20	2029	9
	234.20	117.10	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	**OWNER**	**RES/ORD#**
1280001007500	**HUST ERIC & COURTNEY ELIZABETH**	
6746 DOON AVE	**10 Yrs - Semi-Annual Charge**	

Principal	Full Year	Half Year	Future Amount	Year	
1918.80	**191.88**	95.94	1726.92	2021	1
	191.88	95.94	1535.04	2022	2
	191.88	95.94	1343.16	2023	3
	191.88	95.94	1151.28	2024	4
	191.88	95.94	959.40	2025	5
	191.88	95.94	767.52	2026	6
	191.88	95.94	575.64	2027	7
	191.88	95.94	383.76	2028	8
	191.88	95.94	191.88	2029	9
	191.88	95.94	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	**OWNER**	**RES/ORD#**
1280001012400	**BROOKS WILLIE C**	
6654 IRIS AVE	**10 Yrs - Semi-Annual Charge**	

Principal	Full Year	Half Year	Future Amount	Year	
2811.00	**281.10**	140.55	2529.90	2021	1
	281.10	140.55	2248.80	2022	2
	281.10	140.55	1967.70	2023	3
	281.10	140.55	1686.60	2024	4
	281.10	140.55	1405.50	2025	5
	281.10	140.55	1124.40	2026	6
	281.10	140.55	843.30	2027	7
	281.10	140.55	562.20	2028	8
	281.10	140.55	281.10	2029	9
	281.10	140.55	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1280002005800	SMITH ABBOTT A & LAURA A LENNON	
6536 IRIS AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1022.70	102.28	51.14	920.42	2021	1
	102.28	51.14	818.14	2022	2
	102.28	51.14	715.86	2023	3
	102.28	51.14	613.58	2024	4
	102.28	51.14	511.30	2025	5
	102.28	51.14	409.02	2026	6
	102.28	51.14	306.74	2027	7
	102.28	51.14	204.46	2028	8
	102.28	51.14	102.18	2029	9
	102.18	51.09	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1320003012800	JOSEPH L BUTLER	
1910 LINN ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1176.00	117.60	58.80	1058.40	2021	1
	117.60	58.80	940.80	2022	2
	117.60	58.80	823.20	2023	3
	117.60	58.80	705.60	2024	4
	117.60	58.80	588.00	2025	5
	117.60	58.80	470.40	2026	6
	117.60	58.80	352.80	2027	7
	117.60	58.80	235.20	2028	8
	117.60	58.80	117.60	2029	9
	117.60	58.80	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1490011003700	JEROME EMMONS	
709 STATE AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3150.00	315.00	157.50	2835.00	2021	1
	315.00	157.50	2520.00	2022	2
	315.00	157.50	2205.00	2023	3
	315.00	157.50	1890.00	2024	4
	315.00	157.50	1575.00	2025	5
	315.00	157.50	1260.00	2026	6
	315.00	157.50	945.00	2027	7
	315.00	157.50	630.00	2028	8
	315.00	157.50	315.00	2029	9
	315.00	157.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1490011003900	JEROME EMMONS	
711 STATE AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3150.00	315.00	157.50	2835.00	2021	1
	315.00	157.50	2520.00	2022	2
	315.00	157.50	2205.00	2023	3
	315.00	157.50	1890.00	2024	4
	315.00	157.50	1575.00	2025	5
	315.00	157.50	1260.00	2026	6
	315.00	157.50	945.00	2027	7
	315.00	157.50	630.00	2028	8
	315.00	157.50	315.00	2029	9
	315.00	157.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1490011006500	JEROME EMMONS	
735 STATE AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3150.00	315.00	157.50	2835.00	2021	1
	315.00	157.50	2520.00	2022	2
	315.00	157.50	2205.00	2023	3
	315.00	157.50	1890.00	2024	4
	315.00	157.50	1575.00	2025	5
	315.00	157.50	1260.00	2026	6
	315.00	157.50	945.00	2027	7
	315.00	157.50	630.00	2028	8
	315.00	157.50	315.00	2029	9
	315.00	157.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1490011009500	TINA & HAROLD WILSON	
647 NEAVE STREET	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3150.00	315.00	157.50	2835.00	2021	1
	315.00	157.50	2520.00	2022	2
	315.00	157.50	2205.00	2023	3
	315.00	157.50	1890.00	2024	4
	315.00	157.50	1575.00	2025	5
	315.00	157.50	1260.00	2026	6
	315.00	157.50	945.00	2027	7
	315.00	157.50	630.00	2028	8
	315.00	157.50	315.00	2029	9
	315.00	157.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1530002014600	LISA MASSINGILL	
701 SEDAM ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1859.40	185.94	92.97	1673.46	2021	1
	185.94	92.97	1487.52	2022	2
	185.94	92.97	1301.58	2023	3
	185.94	92.97	1115.64	2024	4
	185.94	92.97	929.70	2025	5
	185.94	92.97	743.76	2026	6
	185.94	92.97	557.82	2027	7
	185.94	92.97	371.88	2028	8
	185.94	92.97	185.94	2029	9
	185.94	92.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1580061006500	JOSEPH A COWENS	
3644 HILLSIDE AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1469.58	146.96	73.48	1322.62	2021	1
	146.96	73.48	1175.66	2022	2
	146.96	73.48	1028.70	2023	3
	146.96	73.48	881.74	2024	4
	146.96	73.48	734.78	2025	5
	146.96	73.48	587.82	2026	6
	146.96	73.48	440.86	2027	7
	146.96	73.48	293.90	2028	8
	146.96	73.48	146.94	2029	9
	146.94	73.47	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
16500020026-0	LISA D GINDLING	
190 MONITOR AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1319.40	131.94	65.97	1187.46	2021	1
	131.94	65.97	1055.52	2022	2
	131.94	65.97	923.58	2023	3
	131.94	65.97	791.64	2024	4
	131.94	65.97	659.70	2025	5
	131.94	65.97	527.76	2026	6
	131.94	65.97	395.82	2027	7
	131.94	65.97	263.88	2028	8
	131.94	65.97	131.94	2029	9
	131.94	65.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1660003012700	GROSS GREGORY @ 6	
6662 GRACELY DR	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1967.40	196.74	98.37	1770.66	2021	1
	196.74	98.37	1573.92	2022	2
	196.74	98.37	1377.18	2023	3
	196.74	98.37	1180.44	2024	4
	196.74	98.37	983.70	2025	5
	196.74	98.37	786.96	2026	6
	196.74	98.37	590.22	2027	7
	196.74	98.37	393.48	2028	8
	196.74	98.37	196.74	2029	9
	196.74	98.37	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1680002006000	GOODIN GODS EYES LLC	
1923 STATE AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2099.30	209.94	104.97	1889.36	2021	1
	209.94	104.97	1679.42	2022	2
	209.94	104.97	1469.48	2023	3
	209.94	104.97	1259.54	2024	4
	209.94	104.97	1049.60	2025	5
	209.94	104.97	839.66	2026	6
	209.94	104.97	629.72	2027	7
	209.94	104.97	419.78	2028	8
	209.94	104.97	209.84	2029	9
	209.84	104.92	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1730005007300	OHIO VALLEY REAL ESTATE INVESTMENTS LTD	
1020 PARKSON PL	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1962.60	196.26	98.13	1766.34	2021	1
	196.26	98.13	1570.08	2022	2
	196.26	98.13	1373.82	2023	3
	196.26	98.13	1177.56	2024	4
	196.26	98.13	981.30	2025	5
	196.26	98.13	785.04	2026	6
	196.26	98.13	588.78	2027	7
	196.26	98.13	392.52	2028	8
	196.26	98.13	196.26	2029	9
	196.26	98.13	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1730006000300	FOREVER REDEEMED PROPERTIES	
2825 GLENWAY AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2242.80	224.28	112.14	2018.52	2021	1
	224.28	112.14	1794.24	2022	2
	224.28	112.14	1569.96	2023	3
	224.28	112.14	1345.68	2024	4
	224.28	112.14	1121.40	2025	5
	224.28	112.14	897.12	2026	6
	224.28	112.14	672.84	2027	7
	224.28	112.14	448.56	2028	8
	224.28	112.14	224.28	2029	9
	224.28	112.14	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1740005015700	HOMESTEADING AND URBAN REDEVELOPMENT CORPORATION	
3735 MAYFIELD AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1979.40	197.94	98.97	1781.46	2021	1
	197.94	98.97	1583.52	2022	2
	197.94	98.97	1385.58	2023	3
	197.94	98.97	1187.64	2024	4
	197.94	98.97	989.70	2025	5
	197.94	98.97	791.76	2026	6
	197.94	98.97	593.82	2027	7
	197.94	98.97	395.88	2028	8
	197.94	98.97	197.94	2029	9
	197.94	98.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1740006002500	SILER DWAYNE	
1003 SETON AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1978.20	197.82	98.91	1780.38	2021	1
	197.82	98.91	1582.56	2022	2
	197.82	98.91	1384.74	2023	3
	197.82	98.91	1186.92	2024	4
	197.82	98.91	989.10	2025	5
	197.82	98.91	791.28	2026	6
	197.82	98.91	593.46	2027	7
	197.82	98.91	395.64	2028	8
	197.82	98.91	197.82	2029	9
	197.82	98.91	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1740009004300	COLEMAN DAVID	
1128 MANSION AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1338.54	133.86	66.93	1204.68	2021	1
	133.86	66.93	1070.82	2022	2
	133.86	66.93	936.96	2023	3
	133.86	66.93	803.10	2024	4
	133.86	66.93	669.24	2025	5
	133.86	66.93	535.38	2026	6
	133.86	66.93	401.52	2027	7
	133.86	66.93	267.66	2028	8
	133.86	66.93	133.80	2029	9
	133.80	66.90	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1750015008700	PRETIUM INVESTMENTS LLC	
922 SUMMIT AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2100.00	210.00	105.00	1890.00	2021	1
	210.00	105.00	1680.00	2022	2
	210.00	105.00	1470.00	2023	3
	210.00	105.00	1260.00	2024	4
	210.00	105.00	1050.00	2025	5
	210.00	105.00	840.00	2026	6
	210.00	105.00	630.00	2027	7
	210.00	105.00	420.00	2028	8
	210.00	105.00	210.00	2029	9
	210.00	105.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1750016002600	MARINERS LANDING BOAT CLUB LLC	
811 SUMMIT AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2056.80	205.68	102.84	1851.12	2021	1
	205.68	102.84	1645.44	2022	2
	205.68	102.84	1439.76	2023	3
	205.68	102.84	1234.08	2024	4
	205.68	102.84	1028.40	2025	5
	205.68	102.84	822.72	2026	6
	205.68	102.84	617.04	2027	7
	205.68	102.84	411.36	2028	8
	205.68	102.84	205.68	2029	9
	205.68	102.84	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1750017006700	SIMONSON JOE	
3214 W EIGHTH ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1977.60	197.76	98.88	1779.84	2021	1
	197.76	98.88	1582.08	2022	2
	197.76	98.88	1384.32	2023	3
	197.76	98.88	1186.56	2024	4
	197.76	98.88	988.80	2025	5
	197.76	98.88	791.04	2026	6
	197.76	98.88	593.28	2027	7
	197.76	98.88	395.52	2028	8
	197.76	98.88	197.76	2029	9
	197.76	98.88	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1760019001500	826 MCPHERSON LLC	
826 MCPHERSON AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1988.40	198.84	99.42	1789.56	2021	1
	198.84	99.42	1590.72	2022	2
	198.84	99.42	1391.88	2023	3
	198.84	99.42	1193.04	2024	4
	198.84	99.42	994.20	2025	5
	198.84	99.42	795.36	2026	6
	198.84	99.42	596.52	2027	7
	198.84	99.42	397.68	2028	8
	198.84	99.42	198.84	2029	9
	198.84	99.42	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1790074002000	J A RENTALS LLC	
1248 ROSEMONT AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
4500.00	450.00	225.00	4050.00	2021	1
	450.00	225.00	3600.00	2022	2
	450.00	225.00	3150.00	2023	3
	450.00	225.00	2700.00	2024	4
	450.00	225.00	2250.00	2025	5
	450.00	225.00	1800.00	2026	6
	450.00	225.00	1350.00	2027	7
	450.00	225.00	900.00	2028	8
	450.00	225.00	450.00	2029	9
	450.00	225.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1790078020900	FAMILY MATIAS CLEANING LLC	
4061 W 8TH ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2203.80	220.38	110.19	1983.42	2021	1
	220.38	110.19	1763.04	2022	2
	220.38	110.19	1542.66	2023	3
	220.38	110.19	1322.28	2024	4
	220.38	110.19	1101.90	2025	5
	220.38	110.19	881.52	2026	6
	220.38	110.19	661.14	2027	7
	220.38	110.19	440.76	2028	8
	220.38	110.19	220.38	2029	9
	220.38	110.19	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1800080011100	HOMESTEADING AND URBAN REDEVELOPMENT CORPORATION	
1056 LOCKMAN AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1499.40	149.94	74.97	1349.46	2021	1
	149.94	74.97	1199.52	2022	2
	149.94	74.97	1049.58	2023	3
	149.94	74.97	899.64	2024	4
	149.94	74.97	749.70	2025	5
	149.94	74.97	599.76	2026	6
	149.94	74.97	449.82	2027	7
	149.94	74.97	299.88	2028	8
	149.94	74.97	149.94	2029	9
	149.94	74.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1800080023400	MCFORD KENNARD C & JESSIE R	
4773 LORETTA AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2088.00	208.80	104.40	1879.20	2021	1
	208.80	104.40	1670.40	2022	2
	208.80	104.40	1461.60	2023	3
	208.80	104.40	1252.80	2024	4
	208.80	104.40	1044.00	2025	5
	208.80	104.40	835.20	2026	6
	208.80	104.40	626.40	2027	7
	208.80	104.40	417.60	2028	8
	208.80	104.40	208.80	2029	9
	208.80	104.40	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1800080029500	HERGERT DAVID J & SUSAN J KEITH-HERGERT	
1131 OLIVIA LN	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1440.00	144.00	72.00	1296.00	2021	1
	144.00	72.00	1152.00	2022	2
	144.00	72.00	1008.00	2023	3
	144.00	72.00	864.00	2024	4
	144.00	72.00	720.00	2025	5
	144.00	72.00	576.00	2026	6
	144.00	72.00	432.00	2027	7
	144.00	72.00	288.00	2028	8
	144.00	72.00	144.00	2029	9
	144.00	72.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1810001012900	4K PROPERTIES LLC C/O KENDAYL LEAR	
1634 GILSEY AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1919.40	191.94	95.97	1727.46	2021	1
	191.94	95.97	1535.52	2022	2
	191.94	95.97	1343.58	2023	3
	191.94	95.97	1151.64	2024	4
	191.94	95.97	959.70	2025	5
	191.94	95.97	767.76	2026	6
	191.94	95.97	575.82	2027	7
	191.94	95.97	383.88	2028	8
	191.94	95.97	191.94	2029	9
	191.94	95.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1830002007500	GOODIN PHILLIP A JR & GENIA L	
4948 WESTERN HILLS AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1925.00	192.50	96.25	1732.50	2021	1
	192.50	96.25	1540.00	2022	2
	192.50	96.25	1347.50	2023	3
	192.50	96.25	1155.00	2024	4
	192.50	96.25	962.50	2025	5
	192.50	96.25	770.00	2026	6
	192.50	96.25	577.50	2027	7
	192.50	96.25	385.00	2028	8
	192.50	96.25	192.50	2029	9
	192.50	96.25	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1830002007800	JAMES ELAINE A & STEVEN G	
4942 WESTERN HILLS AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2750.00	275.00	137.50	2475.00	2021	1
	275.00	137.50	2200.00	2022	2
	275.00	137.50	1925.00	2023	3
	275.00	137.50	1650.00	2024	4
	275.00	137.50	1375.00	2025	5
	275.00	137.50	1100.00	2026	6
	275.00	137.50	825.00	2027	7
	275.00	137.50	550.00	2028	8
	275.00	137.50	275.00	2029	9
	275.00	137.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1830002012000	TRUE CIN2017-2 LLC	
4939 WESTERN HILLS AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2750.00	275.00	137.50	2475.00	2021	1
	275.00	137.50	2200.00	2022	2
	275.00	137.50	1925.00	2023	3
	275.00	137.50	1650.00	2024	4
	275.00	137.50	1375.00	2025	5
	275.00	137.50	1100.00	2026	6
	275.00	137.50	825.00	2027	7
	275.00	137.50	550.00	2028	8
	275.00	137.50	275.00	2029	9
	275.00	137.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1830002012600	DIAWARA AWA	
4915 WESTERN HILLS AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2750.00	275.00	137.50	2475.00	2021	1
	275.00	137.50	2200.00	2022	2
	275.00	137.50	1925.00	2023	3
	275.00	137.50	1650.00	2024	4
	275.00	137.50	1375.00	2025	5
	275.00	137.50	1100.00	2026	6
	275.00	137.50	825.00	2027	7
	275.00	137.50	550.00	2028	8
	275.00	137.50	275.00	2029	9
	275.00	137.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1840005025400	THOMAS LINDA LEE	
1906 COLERAIN AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2492.00	249.20	124.60	2242.80	2021	1
	249.20	124.60	1993.60	2022	2
	249.20	124.60	1744.40	2023	3
	249.20	124.60	1495.20	2024	4
	249.20	124.60	1246.00	2025	5
	249.20	124.60	996.80	2026	6
	249.20	124.60	747.60	2027	7
	249.20	124.60	498.40	2028	8
	249.20	124.60	249.20	2029	9
	249.20	124.60	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1890020011400	WJ FOGG PROPERTIES LLC	
2878 SIDNEY AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1977.60	197.76	98.88	1779.84	2021	1
	197.76	98.88	1582.08	2022	2
	197.76	98.88	1384.32	2023	3
	197.76	98.88	1186.56	2024	4
	197.76	98.88	988.80	2025	5
	197.76	98.88	791.04	2026	6
	197.76	98.88	593.28	2027	7
	197.76	98.88	395.52	2028	8
	197.76	98.88	197.76	2029	9
	197.76	98.88	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1890023003300	KEITH T & MARGARET E HAYES	
3070 HENSHAW AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1319.40	131.94	65.97	1187.46	2021	1
	131.94	65.97	1055.52	2022	2
	131.94	65.97	923.58	2023	3
	131.94	65.97	791.64	2024	4
	131.94	65.97	659.70	2025	5
	131.94	65.97	527.76	2026	6
	131.94	65.97	395.82	2027	7
	131.94	65.97	263.88	2028	8
	131.94	65.97	131.94	2029	9
	131.94	65.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1890023003500	GRILLI PAUL WILLIAM & NATALIE MANCINO	
3066 HENSHAW AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1739.40	173.94	86.97	1565.46	2021	1
	173.94	86.97	1391.52	2022	2
	173.94	86.97	1217.58	2023	3
	173.94	86.97	1043.64	2024	4
	173.94	86.97	869.70	2025	5
	173.94	86.97	695.76	2026	6
	173.94	86.97	521.82	2027	7
	173.94	86.97	347.88	2028	8
	173.94	86.97	173.94	2029	9
	173.94	86.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1890023004000	Adam Sanregret	
3071 SIDNEY AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
960.00	96.00	48.00	864.00	2021	1
	96.00	48.00	768.00	2022	2
	96.00	48.00	672.00	2023	3
	96.00	48.00	576.00	2024	4
	96.00	48.00	480.00	2025	5
	96.00	48.00	384.00	2026	6
	96.00	48.00	288.00	2027	7
	96.00	48.00	192.00	2028	8
	96.00	48.00	96.00	2029	9
	96.00	48.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1930003014800	CHESHIRE DIANA JOBSON & JAMES ROBERT	
1608 COOPER ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1858.80	185.88	92.94	1672.92	2021	1
	185.88	92.94	1487.04	2022	2
	185.88	92.94	1301.16	2023	3
	185.88	92.94	1115.28	2024	4
	185.88	92.94	929.40	2025	5
	185.88	92.94	743.52	2026	6
	185.88	92.94	557.64	2027	7
	185.88	92.94	371.76	2028	8
	185.88	92.94	185.88	2029	9
	185.88	92.94	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1950029007500	ARRINGTON WILLIE G & VANESSA	
4134 GEORGIA AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1301.58	130.16	65.08	1171.42	2021	1
	130.16	65.08	1041.26	2022	2
	130.16	65.08	911.10	2023	3
	130.16	65.08	780.94	2024	4
	130.16	65.08	650.78	2025	5
	130.16	65.08	520.62	2026	6
	130.16	65.08	390.46	2027	7
	130.16	65.08	260.30	2028	8
	130.16	65.08	130.14	2029	9
	130.14	65.07	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1950030001300	VANGRAMBERG NATALIE	
4211 KIRBY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	150.00	75.00	1350.00	2021	1
	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5
	150.00	75.00	600.00	2026	6
	150.00	75.00	450.00	2027	7
	150.00	75.00	300.00	2028	8
	150.00	75.00	150.00	2029	9
	150.00	75.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1950030001400	GILLESPIE DENNIS	
4213 KIRBY AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2093.40	209.34	104.67	1884.06	2021	1
	209.34	104.67	1674.72	2022	2
	209.34	104.67	1465.38	2023	3
	209.34	104.67	1256.04	2024	4
	209.34	104.67	1046.70	2025	5
	209.34	104.67	837.36	2026	6
	209.34	104.67	628.02	2027	7
	209.34	104.67	418.68	2028	8
	209.34	104.67	209.34	2029	9
	209.34	104.67	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1950030006000	EDGAR CONSTRUCTION LLC TR OF TRUST 195	
4204 FLORIDA AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1978.80	197.88	98.94	1780.92	2021	1
	197.88	98.94	1583.04	2022	2
	197.88	98.94	1385.16	2023	3
	197.88	98.94	1187.28	2024	4
	197.88	98.94	989.40	2025	5
	197.88	98.94	791.52	2026	6
	197.88	98.94	593.64	2027	7
	197.88	98.94	395.76	2028	8
	197.88	98.94	197.88	2029	9
	197.88	98.94	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1950030006500	BEDFORD ROGER & NUMAN MARTINEZ	
4251 KIRBY AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	150.00	75.00	1350.00	2021	1
	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5
	150.00	75.00	600.00	2026	6
	150.00	75.00	450.00	2027	7
	150.00	75.00	300.00	2028	8
	150.00	75.00	150.00	2029	9
	150.00	75.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1960022000600	LAURA KRISTAL	
4168 HAMILTON AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1807.80	180.78	90.39	1627.02	2021	1
	180.78	90.39	1446.24	2022	2
	180.78	90.39	1265.46	2023	3
	180.78	90.39	1084.68	2024	4
	180.78	90.39	903.90	2025	5
	180.78	90.39	723.12	2026	6
	180.78	90.39	542.34	2027	7
	180.78	90.39	361.56	2028	8
	180.78	90.39	180.78	2029	9
	180.78	90.39	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1960025004400	JOSEPH B WENKER	
4183 HAMILTON AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1000.00	100.00	50.00	900.00	2021	1
	100.00	50.00	800.00	2022	2
	100.00	50.00	700.00	2023	3
	100.00	50.00	600.00	2024	4
	100.00	50.00	500.00	2025	5
	100.00	50.00	400.00	2026	6
	100.00	50.00	300.00	2027	7
	100.00	50.00	200.00	2028	8
	100.00	50.00	100.00	2029	9
	100.00	50.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1960025009100	UNITED RELIANCE LLC	
4141 HAMILTON AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1807.80	180.78	90.39	1627.02	2021	1
	180.78	90.39	1446.24	2022	2
	180.78	90.39	1265.46	2023	3
	180.78	90.39	1084.68	2024	4
	180.78	90.39	903.90	2025	5
	180.78	90.39	723.12	2026	6
	180.78	90.39	542.34	2027	7
	180.78	90.39	361.56	2028	8
	180.78	90.39	180.78	2029	9
	180.78	90.39	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1960025009200	UNITED RELIANCE LLC	
4139 HAMILTON AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1807.80	180.78	90.39	1627.02	2021	1
	180.78	90.39	1446.24	2022	2
	180.78	90.39	1265.46	2023	3
	180.78	90.39	1084.68	2024	4
	180.78	90.39	903.90	2025	5
	180.78	90.39	723.12	2026	6
	180.78	90.39	542.34	2027	7
	180.78	90.39	361.56	2028	8
	180.78	90.39	180.78	2029	9
	180.78	90.39	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1960025010000	TRACY FIELD	
4169 HAMILTON AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1807.80	180.78	90.39	1627.02	2021	1
	180.78	90.39	1446.24	2022	2
	180.78	90.39	1265.46	2023	3
	180.78	90.39	1084.68	2024	4
	180.78	90.39	903.90	2025	5
	180.78	90.39	723.12	2026	6
	180.78	90.39	542.34	2027	7
	180.78	90.39	361.56	2028	8
	180.78	90.39	180.78	2029	9
	180.78	90.39	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1960026007700	ARTISTS GROUP INC	
4251 HAMILTON AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3125.00	312.50	156.25	2812.50	2021	1
	312.50	156.25	2500.00	2022	2
	312.50	156.25	2187.50	2023	3
	312.50	156.25	1875.00	2024	4
	312.50	156.25	1562.50	2025	5
	312.50	156.25	1250.00	2026	6
	312.50	156.25	937.50	2027	7
	312.50	156.25	625.00	2028	8
	312.50	156.25	312.50	2029	9
	312.50	156.25	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1970036004900	AMPHAY A & EMILY D OUDOMSOUK	
4371 HAMILTON AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3560.00	356.00	178.00	3204.00	2021	1
	356.00	178.00	2848.00	2022	2
	356.00	178.00	2492.00	2023	3
	356.00	178.00	2136.00	2024	4
	356.00	178.00	1780.00	2025	5
	356.00	178.00	1424.00	2026	6
	356.00	178.00	1068.00	2027	7
	356.00	178.00	712.00	2028	8
	356.00	178.00	356.00	2029	9
	356.00	178.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1970037003500	GENTRY ELIZABETH L	
4316 HAIGHT AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	150.00	75.00	1350.00	2021	1
	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5
	150.00	75.00	600.00	2026	6
	150.00	75.00	450.00	2027	7
	150.00	75.00	300.00	2028	8
	150.00	75.00	150.00	2029	9
	150.00	75.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1970037005700	SHARON HUIZINGA	
1549 DONALDSON PLACE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	150.00	75.00	1350.00	2021	1
	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5
	150.00	75.00	600.00	2026	6
	150.00	75.00	450.00	2027	7
	150.00	75.00	300.00	2028	8
	150.00	75.00	150.00	2029	9
	150.00	75.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1970037008100	SCHADLER CHRISTOPHER M	
1544 ADDINGHAM PLACE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1500.00	150.00	75.00	1350.00	2021	1
	150.00	75.00	1200.00	2022	2
	150.00	75.00	1050.00	2023	3
	150.00	75.00	900.00	2024	4
	150.00	75.00	750.00	2025	5
	150.00	75.00	600.00	2026	6
	150.00	75.00	450.00	2027	7
	150.00	75.00	300.00	2028	8
	150.00	75.00	150.00	2029	9
	150.00	75.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1990040001700	HALL GLADYS L	
1538 GLEN PARKER AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
4500.00	450.00	225.00	4050.00	2021	1
	450.00	225.00	3600.00	2022	2
	450.00	225.00	3150.00	2023	3
	450.00	225.00	2700.00	2024	4
	450.00	225.00	2250.00	2025	5
	450.00	225.00	1800.00	2026	6
	450.00	225.00	1350.00	2027	7
	450.00	225.00	900.00	2028	8
	450.00	225.00	450.00	2029	9
	450.00	225.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
1990041012100	HILL EMILY E	
1569 GLEN PARKER AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
3150.00	315.00	157.50	2835.00	2021	1
	315.00	157.50	2520.00	2022	2
	315.00	157.50	2205.00	2023	3
	315.00	157.50	1890.00	2024	4
	315.00	157.50	1575.00	2025	5
	315.00	157.50	1260.00	2026	6
	315.00	157.50	945.00	2027	7
	315.00	157.50	630.00	2028	8
	315.00	157.50	315.00	2029	9
	315.00	157.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2000046000800	RICHARD C SCHOETTMER	
4699 HAMILTON AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2492.00	249.20	124.60	2242.80	2021	1
	249.20	124.60	1993.60	2022	2
	249.20	124.60	1744.40	2023	3
	249.20	124.60	1495.20	2024	4
	249.20	124.60	1246.00	2025	5
	249.20	124.60	996.80	2026	6
	249.20	124.60	747.60	2027	7
	249.20	124.60	498.40	2028	8
	249.20	124.60	249.20	2029	9
	249.20	124.60	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2000047000800	SERGIO AGUILLON-MATA & ASHLEY HERNANDEZ	
4726 HAMILTON AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2755.00	275.50	137.75	2479.50	2021	1
	275.50	137.75	2204.00	2022	2
	275.50	137.75	1928.50	2023	3
	275.50	137.75	1653.00	2024	4
	275.50	137.75	1377.50	2025	5
	275.50	137.75	1102.00	2026	6
	275.50	137.75	826.50	2027	7
	275.50	137.75	551.00	2028	8
	275.50	137.75	275.50	2029	9
	275.50	137.75	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2000047007200	NELLIE & ALANDO LONGMIRE	
4724 HAMILTON AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2755.00	275.50	137.75	2479.50	2021	1
	275.50	137.75	2204.00	2022	2
	275.50	137.75	1928.50	2023	3
	275.50	137.75	1653.00	2024	4
	275.50	137.75	1377.50	2025	5
	275.50	137.75	1102.00	2026	6
	275.50	137.75	826.50	2027	7
	275.50	137.75	551.00	2028	8
	275.50	137.75	275.50	2029	9
	275.50	137.75	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	**OWNER**	**RES/ORD#**
2000047008100	**MICHAEL C RAUSCH & KIM A STEINSIEK**	
4672 HAMILTON AVENUE	**10 Yrs - Semi-Annual Charge**	

Principal	Full Year	Half Year	Future Amount	Year	
2755.00	**275.50**	137.75	2479.50	2021	1
	275.50	137.75	2204.00	2022	2
	275.50	137.75	1928.50	2023	3
	275.50	137.75	1653.00	2024	4
	275.50	137.75	1377.50	2025	5
	275.50	137.75	1102.00	2026	6
	275.50	137.75	826.50	2027	7
	275.50	137.75	551.00	2028	8
	275.50	137.75	275.50	2029	9
	275.50	137.75	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	**OWNER**	**RES/ORD#**
2000A48000200	**CHERYL A & DAVID N ADAMS**	
4770 HAMILTON AVENUE	**10 Yrs - Semi-Annual Charge**	

Principal	Full Year	Half Year	Future Amount	Year	
3560.00	**356.00**	178.00	3204.00	2021	1
	356.00	178.00	2848.00	2022	2
	356.00	178.00	2492.00	2023	3
	356.00	178.00	2136.00	2024	4
	356.00	178.00	1780.00	2025	5
	356.00	178.00	1424.00	2026	6
	356.00	178.00	1068.00	2027	7
	356.00	178.00	712.00	2028	8
	356.00	178.00	356.00	2029	9
	356.00	178.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2000A48005000	MICHAEL K FINNEGAN	
4738 HAMILTON AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2755.00	275.50	137.75	2479.50	2021	1
	275.50	137.75	2204.00	2022	2
	275.50	137.75	1928.50	2023	3
	275.50	137.75	1653.00	2024	4
	275.50	137.75	1377.50	2025	5
	275.50	137.75	1102.00	2026	6
	275.50	137.75	826.50	2027	7
	275.50	137.75	551.00	2028	8
	275.50	137.75	275.50	2029	9
	275.50	137.75	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2020040025500	KIRKLAND DEBORAH	
1655 CARLL ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2040.00	204.00	102.00	1836.00	2021	1
	204.00	102.00	1632.00	2022	2
	204.00	102.00	1428.00	2023	3
	204.00	102.00	1224.00	2024	4
	204.00	102.00	1020.00	2025	5
	204.00	102.00	816.00	2026	6
	204.00	102.00	612.00	2027	7
	204.00	102.00	408.00	2028	8
	204.00	102.00	204.00	2029	9
	204.00	102.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2020040034900	KRS LLC	
1625 PULTE ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1650.00	165.00	82.50	1485.00	2021	1
	165.00	82.50	1320.00	2022	2
	165.00	82.50	1155.00	2023	3
	165.00	82.50	990.00	2024	4
	165.00	82.50	825.00	2025	5
	165.00	82.50	660.00	2026	6
	165.00	82.50	495.00	2027	7
	165.00	82.50	330.00	2028	8
	165.00	82.50	165.00	2029	9
	165.00	82.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2060005025700	LOCKETT KENNETH L	
1864 FAIRMOUNT AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1680.00	168.00	84.00	1512.00	2021	1
	168.00	84.00	1344.00	2022	2
	168.00	84.00	1176.00	2023	3
	168.00	84.00	1008.00	2024	4
	168.00	84.00	840.00	2025	5
	168.00	84.00	672.00	2026	6
	168.00	84.00	504.00	2027	7
	168.00	84.00	336.00	2028	8
	168.00	84.00	168.00	2029	9
	168.00	84.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	**OWNER**	**RES/ORD#**
2060008010600	**MISCHELLE D BERRY**	
2061 BICKEL AVE	**10 Yrs - Semi-Annual Charge**	

Principal	Full Year	Half Year	Future Amount	Year	
1343.58	**134.36**	67.18	1209.22	2021	1
	134.36	67.18	1074.86	2022	2
	134.36	67.18	940.50	2023	3
	134.36	67.18	806.14	2024	4
	134.36	67.18	671.78	2025	5
	134.36	67.18	537.42	2026	6
	134.36	67.18	403.06	2027	7
	134.36	67.18	268.70	2028	8
	134.36	67.18	134.34	2029	9
	134.34	67.17	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	**OWNER**	**RES/ORD#**
2070053009400	**HANNAH C PROPERTIES LLC**	
2394 HARRISON AV	**10 Yrs - Semi-Annual Charge**	

Principal	Full Year	Half Year	Future Amount	Year	
1427.58	**142.76**	71.38	1284.82	2021	1
	142.76	71.38	1142.06	2022	2
	142.76	71.38	999.30	2023	3
	142.76	71.38	856.54	2024	4
	142.76	71.38	713.78	2025	5
	142.76	71.38	571.02	2026	6
	142.76	71.38	428.26	2027	7
	142.76	71.38	285.50	2028	8
	142.76	71.38	142.74	2029	9
	142.74	71.37	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2080059000300	EVANS BARRETT W & KEVIN P DINARDA	
2991 WERK RD	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2999.00	299.90	149.95	2699.10	2021	1
	299.90	149.95	2399.20	2022	2
	299.90	149.95	2099.30	2023	3
	299.90	149.95	1799.40	2024	4
	299.90	149.95	1499.50	2025	5
	299.90	149.95	1199.60	2026	6
	299.90	149.95	899.70	2027	7
	299.90	149.95	599.80	2028	8
	299.90	149.95	299.90	2029	9
	299.90	149.95	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2100073000700	TALBOT STEPHANIE	
3025 JUNIETTA AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1919.40	191.94	95.97	1727.46	2021	1
	191.94	95.97	1535.52	2022	2
	191.94	95.97	1343.58	2023	3
	191.94	95.97	1151.64	2024	4
	191.94	95.97	959.70	2025	5
	191.94	95.97	767.76	2026	6
	191.94	95.97	575.82	2027	7
	191.94	95.97	383.88	2028	8
	191.94	95.97	191.94	2029	9
	191.94	95.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2100073007500	WILLIAMS DANEALE A & JOSHUA	
3028 DAYTONA AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2005.20	200.52	100.26	1804.68	2021	1
	200.52	100.26	1604.16	2022	2
	200.52	100.26	1403.64	2023	3
	200.52	100.26	1203.12	2024	4
	200.52	100.26	1002.60	2025	5
	200.52	100.26	802.08	2026	6
	200.52	100.26	601.56	2027	7
	200.52	100.26	401.04	2028	8
	200.52	100.26	200.52	2029	9
	200.52	100.26	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2100075008100	Zach Colina	
3403 HAZELWOOD AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1469.58	146.96	73.48	1322.62	2021	1
	146.96	73.48	1175.66	2022	2
	146.96	73.48	1028.70	2023	3
	146.96	73.48	881.74	2024	4
	146.96	73.48	734.78	2025	5
	146.96	73.48	587.82	2026	6
	146.96	73.48	440.86	2027	7
	146.96	73.48	293.90	2028	8
	146.96	73.48	146.94	2029	9
	146.94	73.47	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2100078003500	ROBINSON DAVID LAWRENCE & LISA A WING	
3028 WARDALL AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1355.34	135.54	67.77	1219.80	2021	1
	135.54	67.77	1084.26	2022	2
	135.54	67.77	948.72	2023	3
	135.54	67.77	813.18	2024	4
	135.54	67.77	677.64	2025	5
	135.54	67.77	542.10	2026	6
	135.54	67.77	406.56	2027	7
	135.54	67.77	271.02	2028	8
	135.54	67.77	135.48	2029	9
	135.48	67.74	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2110068004400	YOUNG CHRISTOPHER	
3215 BOUDINOT AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1980.00	198.00	99.00	1782.00	2021	1
	198.00	99.00	1584.00	2022	2
	198.00	99.00	1386.00	2023	3
	198.00	99.00	1188.00	2024	4
	198.00	99.00	990.00	2025	5
	198.00	99.00	792.00	2026	6
	198.00	99.00	594.00	2027	7
	198.00	99.00	396.00	2028	8
	198.00	99.00	198.00	2029	9
	198.00	99.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2110069002800	WILLIAM R & KAITLYN T BARNES	
3047 LISCHER AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1973.40	197.34	98.67	1776.06	2021	1
	197.34	98.67	1578.72	2022	2
	197.34	98.67	1381.38	2023	3
	197.34	98.67	1184.04	2024	4
	197.34	98.67	986.70	2025	5
	197.34	98.67	789.36	2026	6
	197.34	98.67	592.02	2027	7
	197.34	98.67	394.68	2028	8
	197.34	98.67	197.34	2029	9
	197.34	98.67	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2110070004400	D KEVIN OSBORNE	
3355 MCFADDEN AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1919.40	191.94	95.97	1727.46	2021	1
	191.94	95.97	1535.52	2022	2
	191.94	95.97	1343.58	2023	3
	191.94	95.97	1151.64	2024	4
	191.94	95.97	959.70	2025	5
	191.94	95.97	767.76	2026	6
	191.94	95.97	575.82	2027	7
	191.94	95.97	383.88	2028	8
	191.94	95.97	191.94	2029	9
	191.94	95.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2110070005100	KLONTZ KALYN E & AUBREY E SARNA	
3327 CHEVIOT AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1978.20	197.82	98.91	1780.38	2021	1
	197.82	98.91	1582.56	2022	2
	197.82	98.91	1384.74	2023	3
	197.82	98.91	1186.92	2024	4
	197.82	98.91	989.10	2025	5
	197.82	98.91	791.28	2026	6
	197.82	98.91	593.46	2027	7
	197.82	98.91	395.64	2028	8
	197.82	98.91	197.82	2029	9
	197.82	98.91	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2110070007900	NASTOLD MATTHEW J	
3121 PENROSE PL	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1919.40	191.94	95.97	1727.46	2021	1
	191.94	95.97	1535.52	2022	2
	191.94	95.97	1343.58	2023	3
	191.94	95.97	1151.64	2024	4
	191.94	95.97	959.70	2025	5
	191.94	95.97	767.76	2026	6
	191.94	95.97	575.82	2027	7
	191.94	95.97	383.88	2028	8
	191.94	95.97	191.94	2029	9
	191.94	95.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	**OWNER**	**RES/ORD#**
2110071012300	**GILKER THOMAS A & ELLEN M**	
3434 DARWIN AVENUE	**10 Yrs - Semi-Annual Charge**	

Principal	Full Year	Half Year	Future Amount	Year	
1980.00	**198.00**	99.00	1782.00	2021	1
	198.00	99.00	1584.00	2022	2
	198.00	99.00	1386.00	2023	3
	198.00	99.00	1188.00	2024	4
	198.00	99.00	990.00	2025	5
	198.00	99.00	792.00	2026	6
	198.00	99.00	594.00	2027	7
	198.00	99.00	396.00	2028	8
	198.00	99.00	198.00	2029	9
	198.00	99.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	**OWNER**	**RES/ORD#**
2120062018100	**SCOTT SHERITA J**	
3306 HANNA AVE	**10 Yrs - Semi-Annual Charge**	

Principal	Full Year	Half Year	Future Amount	Year	
2650.00	**265.00**	132.50	2385.00	2021	1
	265.00	132.50	2120.00	2022	2
	265.00	132.50	1855.00	2023	3
	265.00	132.50	1590.00	2024	4
	265.00	132.50	1325.00	2025	5
	265.00	132.50	1060.00	2026	6
	265.00	132.50	795.00	2027	7
	265.00	132.50	530.00	2028	8
	265.00	132.50	265.00	2029	9
	265.00	132.50	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2120065003100	GALE LEVIN HORTON	
3227 HILDRETH AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1404.06	14.42	7.21	129.64	2021	1
	14.42	7.21	115.22	2022	2
	14.42	7.21	100.80	2023	3
	14.42	7.21	86.38	2024	4
	14.42	7.21	71.96	2025	5
	14.42	7.21	57.54	2026	6
	14.42	7.21	43.12	2027	7
	14.42	7.21	28.70	2028	8
	14.42	7.21	14.28	2029	9
	14.28	7.14	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2120065003700	HEAD MARIA D	
3251 HILDRETH AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2016.00	201.60	100.80	1814.40	2021	1
	201.60	100.80	1612.80	2022	2
	201.60	100.80	1411.20	2023	3
	201.60	100.80	1209.60	2024	4
	201.60	100.80	1008.00	2025	5
	201.60	100.80	806.40	2026	6
	201.60	100.80	604.80	2027	7
	201.60	100.80	403.20	2028	8
	201.60	100.80	201.60	2029	9
	201.60	100.80	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2120066000300	JACKSON THOMAS M & CHINTHASAGAR BASTIAN	
3292 MONTANA AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1919.40	191.94	95.97	1727.46	2021	1
	191.94	95.97	1535.52	2022	2
	191.94	95.97	1343.58	2023	3
	191.94	95.97	1151.64	2024	4
	191.94	95.97	959.70	2025	5
	191.94	95.97	767.76	2026	6
	191.94	95.97	575.82	2027	7
	191.94	95.97	383.88	2028	8
	191.94	95.97	191.94	2029	9
	191.94	95.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2140002012500	ROWE ANNETTE R & MICHAEL T BOOTH	
589 TERRACE AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1860.00	186.00	93.00	1674.00	2021	1
	186.00	93.00	1488.00	2022	2
	186.00	93.00	1302.00	2023	3
	186.00	93.00	1116.00	2024	4
	186.00	93.00	930.00	2025	5
	186.00	93.00	744.00	2026	6
	186.00	93.00	558.00	2027	7
	186.00	93.00	372.00	2028	8
	186.00	93.00	186.00	2029	9
	186.00	93.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2140005011500	CELESTIAL CAPITAL LLC	
526 HOWELL AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1559.40	155.94	77.97	1403.46	2021	1
	155.94	77.97	1247.52	2022	2
	155.94	77.97	1091.58	2023	3
	155.94	77.97	935.64	2024	4
	155.94	77.97	779.70	2025	5
	155.94	77.97	623.76	2026	6
	155.94	77.97	467.82	2027	7
	155.94	77.97	311.88	2028	8
	155.94	77.97	155.94	2029	9
	155.94	77.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2170050000700	RONALD T ATTREAU	
239 GLENMARY AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1665.00	166.50	83.25	1498.50	2021	1
	166.50	83.25	1332.00	2022	2
	166.50	83.25	1165.50	2023	3
	166.50	83.25	999.00	2024	4
	166.50	83.25	832.50	2025	5
	166.50	83.25	666.00	2026	6
	166.50	83.25	499.50	2027	7
	166.50	83.25	333.00	2028	8
	166.50	83.25	166.50	2029	9
	166.50	83.25	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2170053009400	LA VENTURA LLC	
114 WOOLPER AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2107.20	210.72	105.36	1896.48	2021	1
	210.72	105.36	1685.76	2022	2
	210.72	105.36	1475.04	2023	3
	210.72	105.36	1264.32	2024	4
	210.72	105.36	1053.60	2025	5
	210.72	105.36	842.88	2026	6
	210.72	105.36	632.16	2027	7
	210.72	105.36	421.44	2028	8
	210.72	105.36	210.72	2029	9
	210.72	105.36	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2170053013200	JUKE CAN DO IT LLC	
103 JUERGENS AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1378.80	137.88	68.94	1240.92	2021	1
	137.88	68.94	1103.04	2022	2
	137.88	68.94	965.16	2023	3
	137.88	68.94	827.28	2024	4
	137.88	68.94	689.40	2025	5
	137.88	68.94	551.52	2026	6
	137.88	68.94	413.64	2027	7
	137.88	68.94	275.76	2028	8
	137.88	68.94	137.88	2029	9
	137.88	68.94	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2180058008600	WEKSELMAN KATHRYN & RUSSEL K DURST	
3853 MIDDLETON AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
4300.00	430.00	215.00	3870.00	2021	1
	430.00	215.00	3440.00	2022	2
	430.00	215.00	3010.00	2023	3
	430.00	215.00	2580.00	2024	4
	430.00	215.00	2150.00	2025	5
	430.00	215.00	1720.00	2026	6
	430.00	215.00	1290.00	2027	7
	430.00	215.00	860.00	2028	8
	430.00	215.00	430.00	2029	9
	430.00	215.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2190053009700	MARKER GARRETT BRAXTON	
4503 CIRCLE AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1979.40	197.94	98.97	1781.46	2021	1
	197.94	98.97	1583.52	2022	2
	197.94	98.97	1385.58	2023	3
	197.94	98.97	1187.64	2024	4
	197.94	98.97	989.70	2025	5
	197.94	98.97	791.76	2026	6
	197.94	98.97	593.82	2027	7
	197.94	98.97	395.88	2028	8
	197.94	98.97	197.94	2029	9
	197.94	98.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2210013006600	UNITED RELIANCE LLC	
4116 HAMILTON AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1794.00	179.40	89.70	1614.60	2021	1
	179.40	89.70	1435.20	2022	2
	179.40	89.70	1255.80	2023	3
	179.40	89.70	1076.40	2024	4
	179.40	89.70	897.00	2025	5
	179.40	89.70	717.60	2026	6
	179.40	89.70	538.20	2027	7
	179.40	89.70	358.80	2028	8
	179.40	89.70	179.40	2029	9
	179.40	89.70	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2210013006700	UNITED RELIANCE LLC	
4114 HAMILTON AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2188.20	218.82	109.41	1969.38	2021	1
	218.82	109.41	1750.56	2022	2
	218.82	109.41	1531.74	2023	3
	218.82	109.41	1312.92	2024	4
	218.82	109.41	1094.10	2025	5
	218.82	109.41	875.28	2026	6
	218.82	109.41	656.46	2027	7
	218.82	109.41	437.64	2028	8
	218.82	109.41	218.82	2029	9
	218.82	109.41	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2210013011300	UNITED RELIANCE LLC	
4119 HAMILTON AVENUE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1807.80	180.78	90.39	1627.02	2021	1
	180.78	90.39	1446.24	2022	2
	180.78	90.39	1265.46	2023	3
	180.78	90.39	1084.68	2024	4
	180.78	90.39	903.90	2025	5
	180.78	90.39	723.12	2026	6
	180.78	90.39	542.34	2027	7
	180.78	90.39	361.56	2028	8
	180.78	90.39	180.78	2029	9
	180.78	90.39	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2210019004400	POLLOCK JUDY & DEAN HOEBBEL	
4108 MAD ANTHONY ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1433.40	143.34	71.67	1290.06	2021	1
	143.34	71.67	1146.72	2022	2
	143.34	71.67	1003.38	2023	3
	143.34	71.67	860.04	2024	4
	143.34	71.67	716.70	2025	5
	143.34	71.67	573.36	2026	6
	143.34	71.67	430.02	2027	7
	143.34	71.67	286.68	2028	8
	143.34	71.67	143.34	2029	9
	143.34	71.67	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2210019005400	EDGAR CONSTRUCTION LLC TR OF TRUST 178	
4130 MAD ANTHONY ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1140.00	114.00	57.00	1026.00	2021	1
	114.00	57.00	912.00	2022	2
	114.00	57.00	798.00	2023	3
	114.00	57.00	684.00	2024	4
	114.00	57.00	570.00	2025	5
	114.00	57.00	456.00	2026	6
	114.00	57.00	342.00	2027	7
	114.00	57.00	228.00	2028	8
	114.00	57.00	114.00	2029	9
	114.00	57.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2210020001500	NSIDE PROPERTIES LLC	
4231 MAD ANTHONY ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1193.40	119.34	59.67	1074.06	2021	1
	119.34	59.67	954.72	2022	2
	119.34	59.67	835.38	2023	3
	119.34	59.67	716.04	2024	4
	119.34	59.67	596.70	2025	5
	119.34	59.67	477.36	2026	6
	119.34	59.67	358.02	2027	7
	119.34	59.67	238.68	2028	8
	119.34	59.67	119.34	2029	9
	119.34	59.67	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2210020007100	RENCK PETRA	
4243 CHAMBERS ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1955.40	195.54	97.77	1759.86	2021	1
	195.54	97.77	1564.32	2022	2
	195.54	97.77	1368.78	2023	3
	195.54	97.77	1173.24	2024	4
	195.54	97.77	977.70	2025	5
	195.54	97.77	782.16	2026	6
	195.54	97.77	586.62	2027	7
	195.54	97.77	391.08	2028	8
	195.54	97.77	195.54	2029	9
	195.54	97.77	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2210020011900	RICHARD E KARAUS	
4215 Dane AV	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2025.00	202.50	101.25	1822.50	2021	1
	202.50	101.25	1620.00	2022	2
	202.50	101.25	1417.50	2023	3
	202.50	101.25	1215.00	2024	4
	202.50	101.25	1012.50	2025	5
	202.50	101.25	810.00	2026	6
	202.50	101.25	607.50	2027	7
	202.50	101.25	405.00	2028	8
	202.50	101.25	202.50	2029	9
	202.50	101.25	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2210020016300	DISKIN JONATHAN & DIANE M STEMPER	
1322 APJONES ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2499.00	249.90	124.95	2249.10	2021	1
	249.90	124.95	1999.20	2022	2
	249.90	124.95	1749.30	2023	3
	249.90	124.95	1499.40	2024	4
	249.90	124.95	1249.50	2025	5
	249.90	124.95	999.60	2026	6
	249.90	124.95	749.70	2027	7
	249.90	124.95	499.80	2028	8
	249.90	124.95	249.90	2029	9
	249.90	124.95	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2210020021900	NSIDE PROPERTIES LLC	
4245 MAD ANTHONY ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1253.40	125.34	62.67	1128.06	2021	1
	125.34	62.67	1002.72	2022	2
	125.34	62.67	877.38	2023	3
	125.34	62.67	752.04	2024	4
	125.34	62.67	626.70	2025	5
	125.34	62.67	501.36	2026	6
	125.34	62.67	376.02	2027	7
	125.34	62.67	250.68	2028	8
	125.34	62.67	125.34	2029	9
	125.34	62.67	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2290005003400	PRICE MARY ELIZABETH	
5652 GLENVIEW AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1519.40	151.94	75.97	1367.46	2021	1
	151.94	75.97	1215.52	2022	2
	151.94	75.97	1063.58	2023	3
	151.94	75.97	911.64	2024	4
	151.94	75.97	759.70	2025	5
	151.94	75.97	607.76	2026	6
	151.94	75.97	455.82	2027	7
	151.94	75.97	303.88	2028	8
	151.94	75.97	151.94	2029	9
	151.94	75.97	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2420002009000	JENNIFER PETERS	
18 E SEVENTY FIFTH ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1920.00	192.00	96.00	1728.00	2021	1
	192.00	96.00	1536.00	2022	2
	192.00	96.00	1344.00	2023	3
	192.00	96.00	1152.00	2024	4
	192.00	96.00	960.00	2025	5
	192.00	96.00	768.00	2026	6
	192.00	96.00	576.00	2027	7
	192.00	96.00	384.00	2028	8
	192.00	96.00	192.00	2029	9
	192.00	96.00	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2420003003400	MEZA TOMASA & ALEJANDRO SALDANA	
174 ESCALON ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2232.60	223.26	111.63	2009.34	2021	1
	223.26	111.63	1786.08	2022	2
	223.26	111.63	1562.82	2023	3
	223.26	111.63	1339.56	2024	4
	223.26	111.63	1116.30	2025	5
	223.26	111.63	893.04	2026	6
	223.26	111.63	669.78	2027	7
	223.26	111.63	446.52	2028	8
	223.26	111.63	223.26	2029	9
	223.26	111.63	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2420003005200	MEZA TOMASA & ALEJANDRO SALDANA	
178 ESCALON ST	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2232.60	223.26	111.63	2009.34	2021	1
	223.26	111.63	1786.08	2022	2
	223.26	111.63	1562.82	2023	3
	223.26	111.63	1339.56	2024	4
	223.26	111.63	1116.30	2025	5
	223.26	111.63	893.04	2026	6
	223.26	111.63	669.78	2027	7
	223.26	111.63	446.52	2028	8
	223.26	111.63	223.26	2029	9
	223.26	111.63	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2450005009900	BERKHALTER CHARLENE	
8342 WOODBINE AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1912.20	191.22	95.61	1720.98	2021	1
	191.22	95.61	1529.76	2022	2
	191.22	95.61	1338.54	2023	3
	191.22	95.61	1147.32	2024	4
	191.22	95.61	956.10	2025	5
	191.22	95.61	764.88	2026	6
	191.22	95.61	573.66	2027	7
	191.22	95.61	382.44	2028	8
	191.22	95.61	191.22	2029	9
	191.22	95.61	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2450005014200	MILLER OLA & JULIE	
8337 CURZON AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
2033.40	203.34	101.67	1830.06	2021	1
	203.34	101.67	1626.72	2022	2
	203.34	101.67	1423.38	2023	3
	203.34	101.67	1220.04	2024	4
	203.34	101.67	1016.70	2025	5
	203.34	101.67	813.36	2026	6
	203.34	101.67	610.02	2027	7
	203.34	101.67	406.68	2028	8
	203.34	101.67	203.34	2029	9
	203.34	101.67	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2450006013100	CALLICOAT LEVI ANTONY SR & NICOLE ANN	
59 FERNDALE AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1173.90	117.40	58.70	1056.50	2021	1
	117.40	58.70	939.10	2022	2
	117.40	58.70	821.70	2023	3
	117.40	58.70	704.30	2024	4
	117.40	58.70	586.90	2025	5
	117.40	58.70	469.50	2026	6
	117.40	58.70	352.10	2027	7
	117.40	58.70	234.70	2028	8
	117.40	58.70	117.30	2029	9
	117.30	58.65	0.00	2030	10

PROJECT NAME		
City of Cincinnati LSL Replacements 2020		
PARCEL	OWNER	RES/ORD#
2470001006500	WHITFIELD BETH A	
1521 TEAKWOOD AVE	10 Yrs - Semi-Annual Charge	

Principal	Full Year	Half Year	Future Amount	Year	
1398.18	139.82	69.91	1258.36	2021	1
	139.82	69.91	1118.54	2022	2
	139.82	69.91	978.72	2023	3
	139.82	69.91	838.90	2024	4
	139.82	69.91	699.08	2025	5
	139.82	69.91	559.26	2026	6
	139.82	69.91	419.44	2027	7
	139.82	69.91	279.62	2028	8
	139.82	69.91	139.80	2029	9
	139.80	69.90	0.00	2030	10

city of CINCINNATI
Interdepartment Correspondence Sheet

September 1, 2021

To: Mayor and Members of City Council

202102654

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Amendment to DD Map 1411-05**

Transmitted is an Ordinance captioned:

> MODIFYING Title XIV, "Zoning Code of the City of Cincinnati," of the Cincinnati Municipal Code by AMENDING the provisions of Chapter 1411, "Downtown Development Districts," to modify the Downtown Use Subdistrict Overlay Map to include certain additional real property within the DD-A, "Downtown Core," Subdistrict.

<u>Summary</u>

The subject property, known as the Gwynne Building, is located at 602 Main Street and is within the Main Street Local Historic District. The property is currently zoned Downtown Development (DD) with Use Subdistrict C: Downtown Support (DD-C). The applicant, NuovoRE is proposing to renovate the building into a hotel to be known as the Pendry Cincinnati. The hotel will contain approximately 167 rooms, 6,500 square feet of meeting space including a 3,000 square foot ballroom, a fitness center, lounges, a restaurant, rooftop beer garden and café, along with renovating the existing retail bays. The project is expected to be completed in 2023.

Hotels are not a permitted use in the DD-C, so the applicant has been working with staff on a text amendment to the Cincinnati Zoning Code to allow for hotels to be permitted in the DD-C Use Subdistrict, which was part of a larger package of text amendments that originally went before the City Planning Commission on June 4, 2021. The City Planning Commission held the item until a future meeting so more education and engagement could be done. To avoid potential delays, the applicant is asking for the change to Downtown Use Subdistrict Overlay Map 1411-05 to make this area Subdistrict A – Downtown Core (DD-A), in which hotels are a permitted use. The subject property currently abuts the DD-A to the immediate south.

The reason for the emergency is immediate need to allow the petitioner to proceed with its development plans so that the City may receive and enjoy the corresponding benefits at the earliest possible date.

The zone changes are consistent with both *Plan Cincinnati* (2012) and the proposed hotel is consistent with the existing surrounding built environment and adjacent zoning subdistricts.

The Administration recommends Approval of this Ordinance.

cc: Katherine Keough-Jurs, AICP, Director
Department of City Planning and Engagement

E M E R G E N C Y

DBS

- 2021

MODIFYING Title XIV, "Zoning Code of the City of Cincinnati," of the Cincinnati Municipal Code by AMENDING the provisions of Chapter 1411, "Downtown Development Districts," to modify the Downtown Use Subdistrict Overlay Map to include certain additional real property within the DD-A, "Downtown Core," Subdistrict.

WHEREAS, PWWG Architects ("Petitioner") has petitioned to amend the Downtown Use Subdistrict Overlay Map of Cincinnati Municipal Code Chapter 1411, "Downtown Development Districts," to include the real property located at the northwest corner of Sixth Street and Main Street within the DD-A, "Downtown Core," Subdistrict; and

WHEREAS, the Petitioner intends to remodel the historic Gwynne Building located on the Property into a hotel with approximately 168,883 square feet, 163 rooms and approximately 9,500 square feet of commercial space ("Development"); and

WHEREAS, the Property is currently located in the DD-C, "Downtown Support," Subdistrict which does not permit hotel uses; and

WHEREAS, the Property is located immediately adjacent to the DD-A, "Downtown Core," Subdistrict, and the Development is consistent with the use, nature, and scale of development typically found in the DD-A, "Downtown Core," Subdistrict; and

WHEREAS, at its regularly scheduled meeting on August 20, 2021, the City Planning Commission reviewed the proposed text amendment and recommended its approval, finding it to be in the interest of the public's health, safety, morals, and general welfare; and

WHEREAS, a committee of Council held a public hearing on the proposed text amendment following due and proper notice pursuant to Cincinnati Municipal Code Section 111-1, and the committee approved the proposed text amendment; and

WHEREAS, the text amendment is in accordance with the Plan Cincinnati (2012) "Compete" goal to "build a streamlined and cohesive development process" (p. 111) and the goal to "preserve our natural and built history" (p. 193); and

WHEREAS, the Council finds the proposed text amendment to be in the best interests of the City and 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 the shape and area of the Downtown Use Subdistrict Overlay Map of Cincinnati Municipal Code Chapter 1411, "Downtown Development Districts," is hereby amended to include the real property located at the northwest corner of Sixth Street and Main Street in the DD-A, "Downtown Core," Subdistrict. The Downtown Use Subdistrict Use Overlay Map is attached hereto as Exhibit A and incorporated by reference.

Section 2. That the existing Downtown Use Subdistrict Overlay Map of Cincinnati Municipal Code Chapter 1411, "Downtown Development Districts," is hereby repealed.

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 immediate need to allow the petitioner to proceed with its development plans so that the City may receive and enjoy the corresponding benefits at the earliest possible date.

Passed: _____, 2021

_____
Mayor

Attest: _____
Clerk

Honorable City Planning Commission
Cincinnati, Ohio

August 20, 2021

SUBJECT: A report and recommendation on a proposed modification to Downtown Use Subdistrict Overlay Map 1411-05 to change the permitted uses of 602 Main Street from Subdistrict C – Downtown Support (DD-C) to Subdistrict A – Downtown Core (DD-A) in the Central Business District.

GENERAL INFORMATION:

Location: 602 Main Street, Cincinnati, OH 45202

Petitioner: Andreas Lange
PWWG Architects
432 Evanswood Place
Cincinnati, OH 45220

Owner : Michael Everett
602 Main Street LLC
11711 Princeton Pike Ste 341 #189
Cincinnati, OH 45226

Request: To amend Downtown Use Subdistrict Overlay Map 1411-05 to change the permitted uses of 602 Main Street from Subdistrict C – Downtown Support (DD-C) to Subdistrict A – Downtown Core (DD-A) in order to allow for the Gwynne Building, located at 602 Main Street, to be converted into a hotel.

ATTACHMENTS:

Provided in addition to this report are the following attachments:

- Exhibit A – Location Map
- Exhibit B – Petition for Change of Zoning to modify Downtown Use Subdistrict Overlay Map 1411-05
- Exhibit C – Letter of Support from the Cincinnati Arts Association

BACKGROUND:

The subject property, known as the Gwynne Building, is located at 602 Main Street and is within the Main Street Local Historic District. The property is currently zoned Downtown Development (DD) with Use Subdistrict C: Downtown Support (DD-C).

On November 30, 2020, Cincinnati City Council passed Ordinance 332-2020 to authorize a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with 602 Main Street, LLC for a 15-year tax exemption for 100% of the value of improvements connection with the remodeling of the Gwynne Building at 602 Main Street into an approximately 168,883 square foot hotel with 163 rooms and approximately 9,500 square feet of commercial space. The Ordinance stipulated that the remodeling shall be completed in compliance with Leadership in Energy and Environmental Design (LEED) Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling cost of approximately $53,718,163.

Hotels are not a permitted use in the DD-C, so the applicant has been working with staff on a text amendment to the Cincinnati Zoning Code to allow for hotels to be permitted in the DD-C Use Subdistrict,

which was part of a larger package of text amendments that originally went before the City Planning Commission on June 4, 2021. The City Planning Commission held the item until a future meeting so more education and engagement could be done. To avoid potential delays, the applicant is asking for the change to Downtown Use Subdistrict Overlay Map 1411-05 to make this area Subdistrict A – Downtown Core (DD-A), in which hotels are a permitted use. The subject property currently abuts the DD-A to the immediate south.

PROPOSED DEVELOPMENT:

The applicant is proposing to renovate the building into a hotel to be known as the Pendry Cincinnati. The hotel will contain approximately 167 rooms, 6,500 square feet of meeting space including a 3,000 square foot ballroom, a fitness center, lounges, a restaurant, rooftop beer garden and café, along with renovating the existing retail bays. The project is expected to be completed in 2023.

ADJACENT LAND USE AND ZONING:

The existing zoning and land use surrounding the subject site is as follows:

North:

Zoning:	Downtown Development – Support (DD-C)
Existing Use:	Surface parking lot

East:

Zoning:	Downtown Development – Support (DD-C)
Existing Use:	St. Xavier Church

South:

Zoning:	Downtown Development – Core (DD-A)
Existing Use:	John Weld Peck Federal Building

West:

Zoning:	Downtown Development – Support (DD-C)
Existing Use:	Mixed-Use buildings with first floor retail

ANALYSIS:

The proposed change to Downtown Use Subdistrict Overlay Map 1411-05 will allow for the historic Gwynne Building, which was built in 1914, to be preserved by being renovated into a hotel. The developer, NuovoRE, based out of Denver, Colorado, specializes in redeveloping historic properties. Cincinnati City Council has already approved a key financing piece of the project, so the last legislative piece of converting this property into a hotel is modifying the Downtown Use Subdistrict Overlay Map 1411-05 to DD-A to allow for the hotel to be permitted in this location.

PUBLIC COMMENT:

The Department of City Planning and Engagement held a Virtual Public Staff Conference on the requested zoning change on August 2, 2021. Notice was sent to all property owners within a 400-foot radius of the subject property along with the Downtown Residents Council. Eight people attended the meeting, but only two people attended outside of City staff and the applicant team. Outside of a question from the Downtown Residents Council as to what the differences were between the DD-A and DD-C Downtown Use Subdistricts, both attendees were in support of the project as this project will be an improvement to a downtown building.

CONSISTENCY WITH PLANS:

Plan Cincinnati (2012)

The modification to Downtown Use Subdistrict Overlay Map 1411-05 is consistent with the Sustain Initiative Area of *Plan Cincinnati* (2012), within the Goal to "Preserve our natural and built history" (page 193), the Strategy to "Preserve out built history" (page 197). This proposal will renovate and preserve an existing historic asset within the Main Street Local Historic District and the Central Business District.

CONCLUSIONS:

The staff of the Department of City Planning and Engagement recommends a modification to Downtown Use Subdistrict Overlay Map 1411-05 to change the permitted uses of 602 Main Street from Subdistrict C – Downtown Support (DD-C) to Subdistrict A – Downtown Core (DD-A) in the Central Business District for the following reasons:

1. Cincinnati City Council has approved tax abatements for a hotel at this location.

2. The uses and development standards of the DD-A district are compatible with the surrounding uses and built environment of 602 Main Street.

3. The recommended modification to Downtown Use Subdistrict Overlay Map 1411-05 is consistent with *Plan Cincinnati* (2012).

RECOMMENDATION:

The staff of the Department of City Planning and Engagement recommends that the City Planning Commission take the following actions:

1) APPROVE the modification to Downtown Use Subdistrict Overlay Map 1411-05 to change the permitted uses of 602 Main Street from Subdistrict C – Downtown Support (DD-C) to Subdistrict A – Downtown Core (DD-A) in the Central Business District.

Respectfully submitted:

James Weaver, AICP, Senior City Planner
Department of City Planning and Engagement

Approved:

Katherine Keough-Jurs

Katherine Keough-Jurs, AICP, Director
Department of City Planning and Engagement

Ex. A: Proposed Changes to Cincinnati Zoning Code: Table 1411-05 at 602 Main Street in the CBD

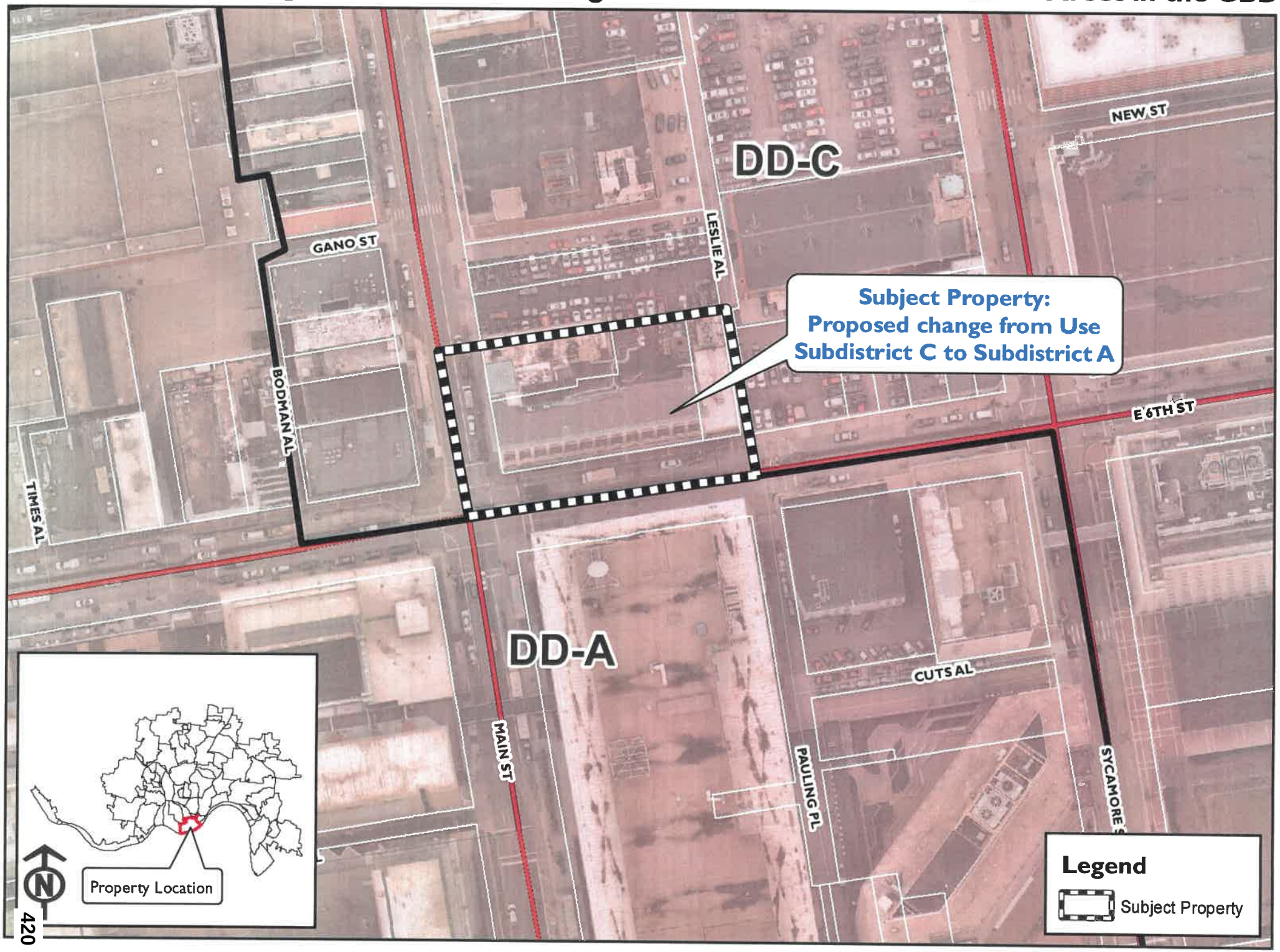


Exhibit B

PERFIDO
WEISKOPF
WAGSTAFF +
GOETTEL

July 15, 2021

Mr. Alex Peppers
805 Central Avenue, Suite 720
Cincinnati, OH 45202

Re: Gwynne Building – Zone Change Application

Dear Mr. Peppers:

We wish to apply for a Zone Change for the Gwynne Building, located at 602 Main Street. The owners wish to develop the property into a hotel. The property is currently zoned DD-C, which does not allow hotel use. We request a change of zone to DD-A, which does allow hotel use and will allow our project to move forward.

The project was recently awarded State Tax Credits and will comply with NPS Standards for Rehabilitation along with local Main Street Historic District overlay requirements. The building is also on the National Register of Historic Places.

We have had several meetings with City Zoning Staff regarding zoning. We believe a zone change meets the spirit of the zoning code since the property is centrally located in the CDB and several properties adjacent to the site are zoned DD-A. We were advised by Staff that pursuing a zone change is our clearest path forward for compliance.

PWWG is the Architect of Record for the project and is acting as the Agent for this application. All communication about this zone change can be directed to me and I can distribute as needed.

Thank you for your help.

Sincerely,

Andreas Lange, AIA LEED AP
Senior Associate

ANTHONY PITASSI, AIA LISA CARVER, AIA BRENT HOUCK, AIA KEVIN WAGSTAFF, AIA
408 BOULEVARD OF THE ALLIES PITTSBURGH, PA 15219-1301 412.391.2884 PH 412.391.1657 FX WWW.PWWGARCH.COM

Exhibit B

PENDRY

HOTELS & RESORTS

FOR IMMEDIATE RELEASE

PENDRY HOTELS & RESORTS ANNOUNCES PENDRY CINCINNATI TO DEBUT IN 2023

Pendry Cincinnati to Reimagine Historic Beaux-Arts Gwynne Building, Awarded a $5 Million Ohio Historic Preservation Tax Credit by the Ohio Services Development Agency to Create Vibrant New Community Gathering Place

ORANGE COUNTY, CALIF. (June 30, 2021) – Pendry Hotels & Resorts in partnership with NuovoRE, today announced plans for Pendry Cincinnati, located within the historic Gwynne Building, at the intersection of Main Street and East 6th Street in downtown Cincinnati. The historic office building that for decades housed Procter & Gamble Company's global headquarters was awarded a $5 million historic tax credit by the Ohio Services Development Agency. This is a large step forward in the rehabilitation of the property and will preserve the unique history of the building while also providing an array of new offerings and opportunities for the Cincinnati community. Upon completion, the renovation and refurbishment of the 1913 Beaux-Arts building will be transformed into Pendry Cincinnati when it emerges in 2023.

"We are incredibly proud to bring the Pendry brand to the city of Cincinnati, and to work with our partners to revitalize this incredible building," said Alan J. Fuerstman, Founder, Chairman and CEO, Montage International. "Like the historic renovations that made way for our Sagamore Pendry Baltimore and Pendry Chicago properties, the refurbishment of the Gwynne Building as Pendry Cincinnati will allow us to contribute to the well-being of the Cincinnati community and bring travelers in to discover a piece of its history. We look forward to becoming a gathering place for locals and travelers alike and to bringing our signature Pendry programming and style of service to the city."

Pendry Cincinnati will feature approximately 168 guestrooms, including spacious suites, four unique lounge, restaurant and bar experiences—including a rooftop beer garden and café. The hotel includes 6,500 square feet of indoor meetings and event space, including a 3,000-square-foot ballroom. The hotel will also feature fitness center equipped with Peloton and Technogym, and will have Spa Pendry Cincinnati, a progressive spa experience, featuring treatment rooms and multiple facilities that provide a healing and restorative journey—a spa experience unlike any other in the city. Spa Pendry will draw inspiration from the Seven Hills of Cincinnati, and its lineage and ties to Rome.

"Pendry Cincinnati will be a place for the community—a catalyst for living one's life fully, for meeting others with shared interests, for recharging and recentering, and for celebration with friends and family," said Michael Fuerstman, Co-Founder and Creative Director, Pendry Hotels & Resorts. "We are energized by the city of Cincinnati—the spirit of the city is undeniable, and we look forward to bringing new culinary and entertainment offerings to the destination."

With the hotel's proximity to attractions and transportation, Pendry Cincinnati will be well-situated in downtown to serve leisure visitors, families, business travelers and beyond, creating a revitalized and vibrant hub in the heart of Cincinnati's urban core. The hotel's design will pay homage to its Beaux-Arts setting with a palette of warm woods, elegant natural stone, and other impactful accents with Pendry Hotels & Resorts' signature perspective on art, design, innovation, and the fostering of community.

For more information, please visit www.pendry.com and follow @pendryhotels on social.

For historic images of the Gwynne Building, click here (password: CC6vgPMH2EXk)

###

About Pendry Hotels & Resorts
Pendry Hotels & Resorts is a new luxury hospitality brand from Montage International. Pendry combines inspired design with a celebration of culture and authentic service tailored to today's cultured world traveler. Founders Alan J. Fuerstman and Michael Fuerstman's well-seasoned experience in the hospitality industry serves as the foundation for the brand. Each property is injected with a unique perspective on contemporary style, and an emphasis on the arts and local community in the city it calls home. The portfolio of hotels includes Pendry San Diego, Sagamore Pendry Baltimore, Pendry West Hollywood and Pendry Chicago. Opening in 2021 is, Pendry Manhattan West, and Pendry Park City. Opening in 2022 is Pendry La Quinta, Pendry Natirar, and Pendry Washington D.C. – The Wharf. Opening in 2023 is Pendry Cincinnati. Pendry Hotels & Resorts is a member of Preferred Hotels & Resorts. For more information on Pendry Hotels & Resorts, follow @pendryhotels or visit www.pendry.com.

About NuovoRE
NuovoRE develops historic properties into transformative experiences through adaptive reuse. As a socially and environmentally conscious group, we utilize a hyper-local approach to creating culturally relevant destinations and economic benefits for the communities in which we work.

Media Contacts:

Pendry Hotels & Resorts Brand Contact:
Kacey Bruno, Vice President, Communications, (949) 715-6117
kacey.bruno@montage.com

Pendry Hotels & Resorts Media Contact:
Marrissa Mallory, J Public Relations, (619) 255-7069
mmallory@jpublicrelations.com

Exhibit B

PETITION FOR CHANGE OF ZONING OF PROPERTY LOCATED IN THE CITY OF CINCINNATI, OHIO

To: The Honorable Council of the City of Cincinnati Date: 7/2/2021

I hereby request your Honorable Body to amend the Zoning Map of the City of Cincinnati by changing the area described in the attached legal documentation and depicted on the attached plat from the DD-C Zone District to the DD-A Zone District.

Location of Property (Street Address): 200-218 SIXTH STREET, 600-610 MAIN STREET

Area Contained in Property (Excluding Streets): 0.4396 ACRES

Present Use of Property: OFFICE, RETAIL

Proposed Use of Property & Reason for Change: HOTEL

Property Owner's Signature: Mike Everett

Name Typed: Michael Everett

Address: 11711 Princeton Pike Ste 341 #189, Cincinnati, OH 45246 Phone: 720-232-6838

Agent Signature:

Name Typed: Andreas Lange, AIA, PWWG Architects

Address: PWWG, 1432 Elm, Unit 1A, Cincinnati, OH 45220 Phone: 513.762.0289

Please Check if the Following Items are Attached

Application Fee ____ Copies of Plat X Copies of Metes and Bounds ____

Exhibit B

NOTES:

TOTAL AREA = 0.4396 ACRES OR 19,148.30 Sq. Ft.

PROPERTY ADDRESS - (600-618) SIXTH STREET & (602-610) MAIN STREET
CINCINNATI, OHIO

PARCEL IDENTIFICATION: 79-6-1 AND 79-6-3

REFERENCE DOCUMENTS:
1. OFFICIAL RECORD 12775, PAGE 938 (FEE SIMPLE)
2. OFFICIAL RECORD 12775, PAGE 941 (FEE SIMPLE)

ZONING REQUIREMENTS: AREA ZONED "DD-C" DOWNTOWN DEVELOPMENT DISTRICT, SUBDISTRICT "C"
NOTE: ZONING ALLOWS FOR CURRENT USES (PROFESSIONAL & GOVERNMENTAL OFFICES, RESIDENTIAL, COMMERCIAL, PUBLIC, SEMI-PUBLIC AND LIMITED INDUSTRIAL USES)

SETBACKS:
FRONT - NONE (N/A)
SIDE - NONE (N/A)
REAR - NONE (N/A)

MAXIMUM BUILDING HEIGHT - 750 FT (ABOVE SEE LEVEL) (APPROX 197 FT)

PARKING SPACE REQUIREMENTS - 1 SPACE PER 1,000 SQ. FT. OF NET FLOOR AREA (OFFICE)
0 SPACES 1ST 20 DWELLINGS, 0.75 SPACE PER DWELLING AFTER (RESIDENTIAL)

TOTAL PARKING SPACES = 0 (LEGAL- NON-CONFORMING)

FLOOD ZONE:
PER COMMUNITY PANEL NUMBER 39061C 0132 F, HAMILTON COUNTY, OHIO, & INCORPORATED AREAS
THIS PROPERTY IS LOCATED IN ZONE "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN
EFFECTIVE DATE: FEBRUARY 06, 2012

ACCESS TO PROPERTY VIA PUBLIC RIGHT-OF-WAY (SIXTH STREET & MAIN STREET)

BASIS OF BEARINGS - EAST LINE OF MAIN ST. (N 16° 00' W) PER OFFICIAL RECORD 12775, PAGE 938

LIGHT POLES ARE SERVICED UNDERGROUND UNLESS OTHERWISE SHOWN.

NOTE: UTILITIES SHOWN HEREON WERE LOCATED FROM ACTUAL FIELD EVIDENCE, EXISTING UTILITY AGENCIES RECORDS AND/OR ANY OTHER AVAILABLE EVIDENCE. OTHER UTILITIES MAY EXIST AND MAY BE SHOWN OR VARY FROM WHERE SHOWN. NO GUARANTEE IS EXPRESSED OR IMPLIED AS TO THE ACTUAL LOCATION OF UTILITIES SHOWN HEREON WHICH ARE NOT VISIBLE FROM THE SURFACE.

THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.

THERE ARE NO CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION.

THERE IS OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
(CURB AND UTILITY WORK BEING PERFORMED WITHIN PUBLIC RIGHT OF WAY)

THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

ENCROACHMENTS/VIOLATIONS:
1) NW BUILDING COR. ENCROACHES UPON ADJOINERS PROPERTY (0.43 FT)

LEGAL DESCRIPTION

PARCEL I:
Situated in the City of Cincinnati, County of Hamilton, and State of Ohio:

And known as being a part of Inlot No. 97 on the original plan of said city, and being more particularly described as follows:

Beginning at a point in the Easterly line of Main Street, North 16 deg. 0' West, 58.50 feet from the Northeasterly corner of Sixth and Main Street;

Thence North 16 deg. 0' West along the Easterly line of Main Street, 41.04 feet to the Southerly line of Registered Land Certificate No. 38703, land registration records of Hamilton County, Ohio;

Thence along the said Southerly line of registered land certificate North 74 deg. 03' 29" East a distance of 98.18 feet to the Westerly line of a lot of land conveyed by Cornelius Vorderbit to the Procter and Gamble Company by deed recorded in Deed Book 1677, Page 850, Hamilton County, Ohio records;

Thence South 16 deg. 0' East along said Westerly line and parallel with Main Street 37.04 feet to the Northerly line of said Procter and Gamble Company's lot;

Thence South 73 deg. 57' 40" West along said Northerly line 28.53 feet;

Thence South 16 deg. 0' East parallel with main street 3.95 feet to a point in the center line of a 12 inch party wall and also in said Procter and Gamble Company's Northerly line;

Thence South 73 deg. 55' West along said center line of said 12 inch party wall 70.57 feet to the place of beginning. The dimensions are United States standard.

Together with any rights the grantor and/or his predecessors in title may have acquired by reason of encroachments, if any, of the building on the premises herein described upon the lot adjoining on the north as described in the Agreement recorded July 1, 1913 in Deed Book 1079, Page 567, of the Hamilton County Records.

PPN: 079-0004-0003

PARCEL II:
Situated in the City of Cincinnati, County of Hamilton and State of Ohio:

And known as being a part of Inlot No. 97 on the original plat of said City of Cincinnati and being more particularly described as follows:

Beginning at a point in the Northeasterly intersection of Sixth and Main Streets;

Thence North 16 deg. 00' West along the Easterly line of Main Street a distance of 58.50 feet;

Thence North 73 deg. 55' East along the center of a 12 inch party wall 70.57 feet;

Thence North 16 deg. 0' West parallel with the Easterly line of Main Street, 3.95 feet;

Thence North 73 deg. 57' 40" East 28.53 feet;

Thence North 16 deg. 00' West parallel with Easterly line of Main Street to the Southerly line of Registered Land Certificate No. 38703 land registration records of Hamilton County, Ohio thence along said Southerly line of registered land certificate North 73 deg. 57' 47" East a distance of 93.22 feet to the Westerly line of Leslie Alley formerly called Langdon Alley;
Thence South 16 deg. 13' East along said Westerly line of Leslie Alley a distance of 99.25 feet to the Northerly line of Sixth Street;

Thence South 74 deg. 00' West along said Northerly line of Sixth Street, a distance of 192.93 feet to the place of beginning. All measurements given in this description are United States standard.

PPN: 079-0004-0001 and 0006

SURVEYOR'S CERTIFICATION:

TO: NHEAcq, LLC, NuovoRE, LLC and Commonwealth Land Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b1), 7(c), 8, 9, 10(a), 11(a), 13, 14, 16, 17, 18 and 21 of Table A thereof. The field work was completed on 9/21/2018.

Date of Plat or Map: 9/28/2018

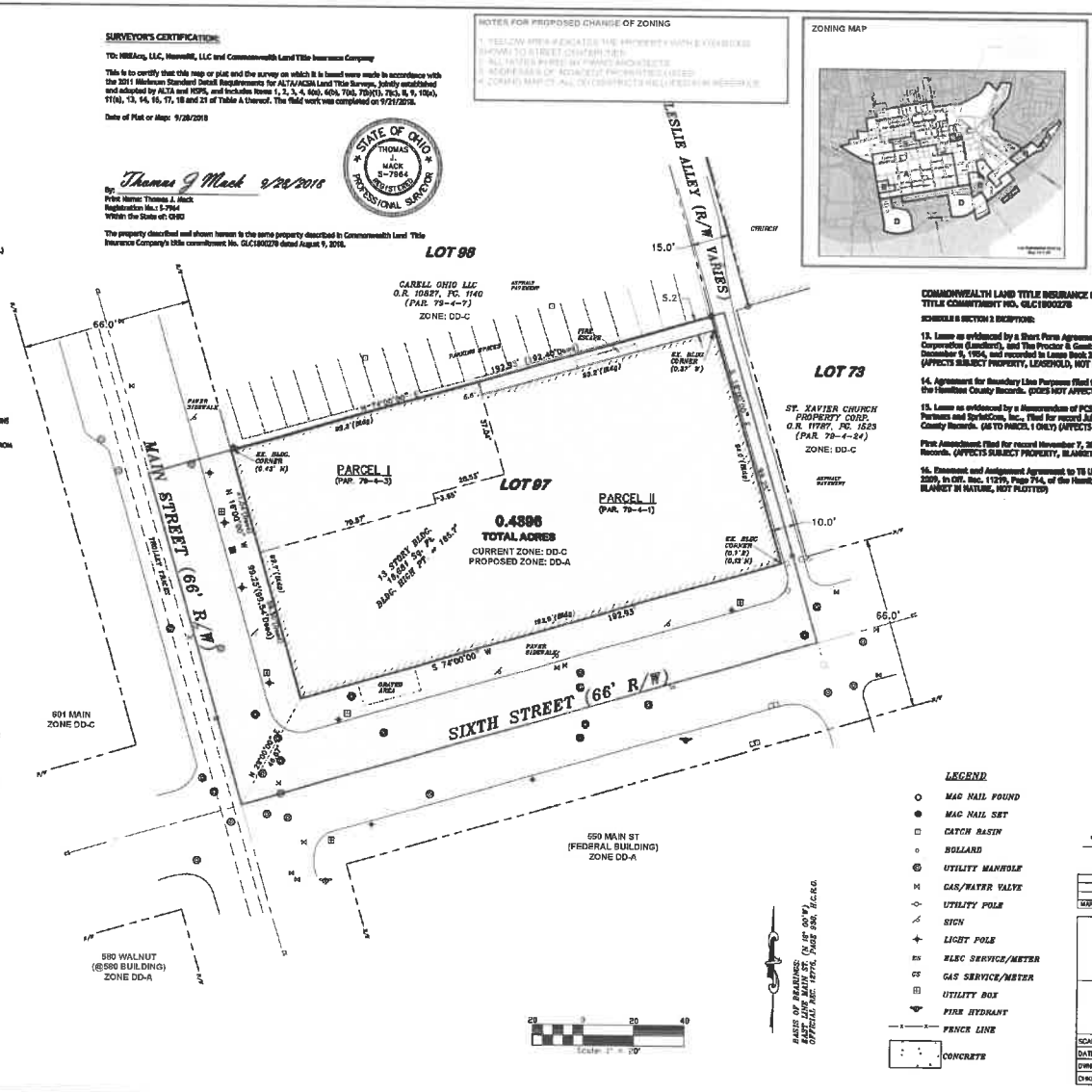
By: Thomas J. Mack 9/28/2018
Print Name: Thomas J. Mack
Registration No.: S-7964
Within the State of: OHIO

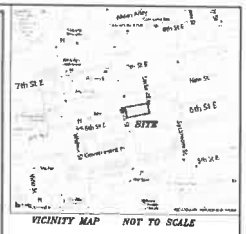
STATE OF OHIO — THOMAS J. MACK — S-7964 — REGISTERED — PROFESSIONAL SURVEYOR

The property described and shown hereon is the same property described in Commonwealth Land Title Insurance Company's title commitment No. GLC1800278 dated August 9, 2018.

NOTES FOR PROPOSED CHANGE OF ZONING

1. YELLOW AREA INDICATES THE PROPERTY WITH EXTENSIONS SHOWN TO STREET CENTERLINES
2. ALL YARDS WHERE IN FRONT ARCHITECTS
3. ADDITIONAL OF NONE BUT PROPERTIES ALLOWED
4. ZONING MAP C1 ALL DEVELOPERS REQUIRED IN RESERVE





COMMONWEALTH LAND TITLE INSURANCE COMPANY
TITLE COMMITMENT NO. GLC1800278

SCHEDULE B SECTION 2 EXCEPTIONS:

13. Lease as evidenced by a Short Form Agreement by and between Gwynne Building Company, an Ohio Corporation (Landlord), and The Procter & Gamble Company, a Ohio corporation (Tenant), filed December 9, 1954, and recorded in Lease Book 270, Page 257, of the Hamilton County Records. (AFFECTS SUBJECT PROPERTY, LEASEHOLD, NOT PLOTTED)

14. Agreement for Boundary Line Purposes filed for record July 1, 1913 in Deed Book 1079, Page 567 of the Hamilton County Records. (DOES NOT AFFECT SUBJECT PROPERTY, NOT PLOTTED)

15. Lease as evidenced by a Memorandum of PCS Site Agreement by and between Gwynne Building Partners and SprintCom, Inc., filed for record July 27, 1998 in Off. Rec. 7711, Page 2362 of the Hamilton County Records. (AS TO PARCEL I ONLY) (AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, NOT PLOTTED)

First Amendment filed for record November 7, 2011 in Off. Rec. 11886, Page 960 of the Hamilton County Records. (AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, NOT PLOTTED)

16. Easement and Assignment Agreement to T5 Usiness Site Management, LLC., filed for record August 19, 2009, in Off. Rec. 11219, Page 714, of the Hamilton County Records. (AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE, NOT PLOTTED)

LEGEND

- MAG NAIL FOUND
- MAG NAIL SET
- CATCH BASIN
- BOLLARD
- UTILITY MANHOLE
- GAS/WATER VALVE
- UTILITY POLE
- SIGN
- LIGHT POLE
- ELEC SERVICE/METER
- GAS SERVICE/METER
- UTILITY BOX
- FIRE HYDRANT
- FENCE LINE
- CONCRETE

"ALTA/ACSM LAND TITLE SURVEY"
PREPARED FOR:

MARK	DATE	REVISION	BY	APVD

NuovoRE, LLC

Sixth & Main Streets
Cincinnati, OH
(Gwynne Building)

SCALE: 1" = 20'	CHKD. / APVD:
DATE: 9/24/2018	APPROVED:
DWN. BY: TJM	
CHKD. BY: TJM	

DRAWN BY: TJM	APPROVED BY:	REVISIONS	ALTA/ACSM SURVEY FOR: NuovoRE, LLC OF: SIXTH & MAIN STREETS CINCINNATI, OHIO
DATE: 9/24/2018	PROJ. NO.		
DWG. NO.: 18066	DWG.		

BYRNSIDE SURVEYING, LLC
P.O. BOX 451066
CINCINNATI, OHIO 45254
(513) 474-6020

1/1

Exhibit C

CINCINNATI ARTS ASSOCIATION

July 27, 2021

Mr. James Weaver, AICP
Senior City Planner
Department of City Planning and Engagement
805 Central Avenue
Suite 720
Cincinnati, OH 45202

Dear Mr. Weaver,

I have received your notice of Virtual Public Staff Conference regarding the proposed changes to zoning for 602 Main Street, Cincinnati, OH 45202. Unfortunately, I am unable to participate in the meeting.

I would like to be on record as supporting this change to further progress the redevelopment of the Gwynne Building. We believe that the reuse to a hotel will support the need for accommodations for Broadway touring companies, nationally recognized performing artists, and visitors to the Aronoff Center for the Arts. We encourage City staff and surrounding neighbors to advance this request as it will add to the vibrancy of the Main Street area.

Sincerely,

Todd Duesing

Todd Duesing
Vice President & Chief Operating Officer

650 WALNUT STREET
CINCINNATI, OH 45202-2517
T 513.721.3344
F 513.977.4150
ONLINE AT
WWW.CINCINNATIARTS.ORG

September 1, 2021

city of CINCINNATI
CITY PLANNING & ENGAGEMENT

Cincinnati City Council
Council Chambers, City Hall
Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting herewith an Emergency Ordinance captioned as follows:

MODIFYING Title XIV, "Zoning Code of the City of Cincinnati," of the Cincinnati Municipal Code by AMENDING the provisions of Chapter 1411, "Downtown Development Districts," to modify the Downtown Use Subdistrict Overlay Map to include certain additional real property within the DD-A, "Downtown Core," Subdistrict.

Summary:
The subject property, known as the Gwynne Building, is located at 602 Main Street and is within the Main Street Local Historic District. The property is currently zoned Downtown Development (DD) with Use Subdistrict C: Downtown Support (DD-C). The applicant, NuovoRE is proposing to renovate the building into a hotel to be known as the Pendry Cincinnati. The hotel will contain approximately 167 rooms, 6,500 square feet of meeting space including a 3,000 square foot ballroom, a fitness center, lounges, a restaurant, rooftop beer garden and café, along with renovating the existing retail bays. The project is expected to be completed in 2023.

Hotels are not a permitted use in the DD-C, so the applicant has been working with staff on a text amendment to the Cincinnati Zoning Code to allow for hotels to be permitted in the DD-C Use Subdistrict, which was part of a larger package of text amendments that originally went before the City Planning Commission on June 4, 2021. The City Planning Commission held the item until a future meeting so more education and engagement could be done. To avoid potential delays, the applicant is asking for the change to Downtown Use Subdistrict Overlay Map 1411-05 to make this area Subdistrict A – Downtown Core (DD-A), in which hotels are a permitted use. The subject property currently abuts the DD-A to the immediate south.

The reason for the emergency is immediate need to allow the petitioner to proceed with its development plans so that the City may receive and enjoy the corresponding benefits at the earliest possible date.

The zone changes are consistent with both *Plan Cincinnati* (2012) and the proposed hotel is consistent with the existing surrounding built environment and adjacent zoning subdistricts.

The Administration recommends Approval of this Ordinance.

Motion to Approve:	Mr. Smitherman	Ayes:	Mr. Juech
			Mr. Smitherman
Seconded:	Mr. Juech		Ms. McKinney
			Mr. Eby
			Mr. Stallworth
			Mr. Samad

THE CITY PLANNING COMMISSION

Katherine Keough-Jurs

Katherine Keough-Jurs, AICP, Director
Department of City Planning and Engagement

KKJ: jmw
Encl.: Staff Report, Ordinance

city of CINCINNATI
Interdepartment Correspondence Sheet

Date: September 1, 2021
202102655

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: ORDINANCE – APPROVING THE REVISED PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Attached is an ordinance captioned as follows:

> APPROVING the revised Public Transportation Agency Safety Plan for the Cincinnati Bell Connector as recommended by the streetcar's Accountable Executive and Chief Safety Officer.

The Federal Transit Administration requires the Cincinnati Streetcar implement a Public Transportation Agency Safety Plan ("PTASP") approved by City Council. The PTASP must also be updated annually due to continuous safety improvements. The PTASP has been revised with the following updates:

- Updated current roles
- Updated Table of Contents
- Added PTSCTP training for City staff
- Updated safety performance targets
- Added City address to Title page
- Updated and signed policy statement

The Administration recommends passage of the attached ordinance.

Attachment I – Cincinnati Streetcar Agency Safety Plan

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

City of Cincinnati

JRS BWG

An Ordinance No._____ -2021

APPROVING the revised Public Transportation Agency Safety Plan for the Cincinnati Bell Connector as recommended by the streetcar's Accountable Executive and Chief Safety Officer.

WHEREAS, the City is a rail transit agency subject to Federal Transit Administration ("FTA") requirements governing such transit agencies; and

WHEREAS, the FTA promulgated Title 49 Code of Federal Regulations (CFR) Part 673, which requires that rail transit agencies subject to state safety oversight must establish a Public Transportation Agency Safety Plan ("PTASP"); and

WHEREAS, 49 CFR Part 674 requires the appropriate State Safety Oversight Agency, the Ohio Department of Transportation ("ODOT") in the case of the streetcar, to ensure that each transit agency has a PTASP compliant with 49 CFR Part 673; and

WHEREAS, in addition, Ohio Revised Code Section 5501.56 and 49 CFR Part 673 together require that an agency PTASP must be approved by each transit agency's board of directors or an equivalent authority, in this case City Council; and

WHEREAS, the City Manager, in her capacity as the Accountable Executive for the streetcar, and the Chief Safety Officer for the streetcar have since further revised the PTASP to ensure the streetcar's ongoing safe operation; and

WHEREAS, the City's revised PTASP maintains a sufficiently explicit process for safety risk management with adequate means of risk mitigation for the streetcar; includes a process and timeline for annually reviewing and updating the safety plan; includes a comprehensive training program for the operations personnel directly responsible for streetcar safety; identifies an adequately trained safety officer who reports directly to the Accountable Executive; includes adequate methods to support the execution of the PTASP by all employees, agents, and contractors for the streetcar; and sufficiently addresses other requirements provided in 49 CFR Part 673; now, therefore,

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

Section 1. That the revised *Cincinnati Streetcar Agency Safety Plan*, attached hereto as Exhibit A and incorporated herein, is approved as the required Public Transportation Agency Safety Plan ("PTASP") for the Cincinnati Bell Connector, the streetcar system located in downtown and Over-the-Rhine.

Section 2. That the City Manager and all appropriate City officials are authorized to send the revised *Cincinnati Streetcar Agency Safety Plan* to the Ohio Department of Transportation ("ODOT"), the State Safety Oversight Agency for the streetcar, for review and approval.

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 submit the revised Cincinnati Streetcar Agency Safety Plan to the Ohio Department of Transportation within the required time frame.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

EXHIBIT A

Cincinnati Streetcar
Agency Safety Plan

801 Plum Street
Cincinnati, Ohio 45202

July, 2021

Revision 4

RECORD OF REVISIONS

Revision #	Revised By	Date	Issue / Revision Description
0	TJT	8/27/19	Original Draft Document
1	TJT	10/21/19	Removed references to Authority (meaning SORTA) in appropriate sections of the document, added a description of an "adequately trained" CSO in 22.2, added feedback process language to Section 23
2	PBC	4/8/2020	Update signature block and minor grammar edits. Remove interim status
3	Les Shaw	4/15/2020	Replaced the "CEO" with the "City Manager," who is the Accountable Executive. Replaced the "Engineering and Project Management" with the "Department of Transportation and Engineering." Replaced "ENP text messages from the RCC" with "text messages from the City" Replaced "Security Director" with "Chief Safety Officer." Removed the fire training video statement.
4	Paul Conway	7/20/2021	-Update current roles and dates. -Update table of contents -Add PTSCTP training for City Staff (CSO, Streetcar Director, Transit Coordinator) -Update Safety Performance Targets -Add City Address to Title page -Update and sign policy statement

Agency Safety Plan Review and Approval

Approved by: _____ 8/12/21
Accountable Executive

Reviewed by: John S Brazina _____ 7/30/21
Director of Transportation and Engineering

Reviewed by: _____ 8/4/21
Transit Coordinator

Reviewed by: _____ 7/30/2021
Streetcar Director

Reviewed by: Paul Conway _____ 7/30/21
Chief Safety Officer of Streetcar Services

Reviewed by: _____ 8/4/21
Cincinnati Streetcar General Manager

Approval by City Council

This plan was approved by the City Council of the City of Cincinnati on ___/___/_____ and reflected in the official, approved council minutes. A copy of the resolution is contained in the Appendices

Table of Contents

1. Definitions

A list of definitions based upon those listed in 49 CFR Part 673.5 is contained in the Appendices

2. Acronyms

A list of acronyms utilized in this Plan is contained in the Appendices

3. Introduction

On July 19, 2018, FTA published the Public Transportation Agency Safety Plan (ASP) Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). The effective date of this rule is July 19, 2019. As a result Transit operators must certify they have a safety plan in place meeting the requirements of the rule by July 20, 2020. The plan must be updated and certified by the transit agency annually.

4. Applicability

As a recipient of funds under 49 U.S.C. 5307 the City of Cincinnati is required to develop a Public Transit Agency Safety Plan or ASP. This document will serve as the ASP for Cincinnati Streetcar.

5. Policy

Cincinnati Streetcar has adopted the principles and methods of Safety Management Systems (SMS) as the basis for enhancing safety and will follow the principles and methods of SMS in the delivery of service to our community.

6. Transition from SSPP to ASP

The Cincinnati Streetcar previously utilized a System Safety Program Plan or SSPP, which documented the overall safety program. The Plan was previously approved by the State Safety Oversight (SSO) Program of the Ohio Department of Transportation and the Board of Trustees of the Southwest Ohio Regional Transit Authority, the operator at that time. The SSPP was constituted of 21 elements which outlined and described the policies, processes and procedures associated with the safety program. To maintain the integrity of the safety program, yet be compliant with state and federal regulations, these elements were integrated into the Agency Safety Plan or ASP. This integration was based upon an analysis performed by

the SSO to determine where and how these elements should be integrated into components of the Agency Safety Plan per 49 CFR Part 673.

7. Accountable Executive and City Council approvals

In accordance with 49 U.S.C. 5329(d)(1)(A) the Accountable Executive and City Council must approve this plan. This will be accomplished via signature of the Accountable Executive, which will be affixed to this Plan, and by formal City Council Resolution. A copy of that Motion will be included in the Appendices of this document. Additionally, the ASP will be submitted for approval to the Accountable Executive and City Council annually.

8. Modes Covered by this Plan

This Plan covers the Cincinnati Streetcar System.

9. Safety Performance Measures and Targets

Safety Performance Measures aid Cincinnati Streetcar in monitoring performance. Safety performance measures also focus on improving safety performance through the reduction of safety events, fatalities and injuries. These Safety Performance measure are shared with our MPO annually. In accordance with the National Public Transportation Safety Plan the following Safety Performance Targets have been identified:

Table 1 Safety Performance Targets

Mode of Transit Service	Fatalities (Total)	Fatalities (Rate) Per 100,000 VRM	Injuries (Total)	Injuries (Rate) Per 100,000 VRM	Safety Events (Total)	Safety Events (Rate) Per 100,000 VRM	System Reliability VRM between failures
Cincinnati Streetcar	0	0.00	1	1.04	12	12.5	10000

It should be noted that these performance targets are based on the time the City has been operating the system as documented in the National Transit Database (NTD) Safety and Security Time Series from January 2020 through June of 2021. (No service from April 1, 2020-September 2, 2020)

10.Safety Plan Review, Update and Certification

In accordance with 49 U.S.C. 5329(d)(1)(A), the ASP will be certified as compliant on an annual basis. Annually, the Chief Safety Officer (or Designee) will lead a review of the ASP in conjunction with affected departments and update the ASP as necessary. Route extensions, significant changes to the operational practices, or other events may be cause for a review at any time. The ASP and any updates must be reviewed and approved by the City of Cincinnati City Council.

11.ASP Review Schedule

The ASP will be reviewed annually by January 31st or no later than March 15th. However, any changes and approvals will be completed by July 20th. The ASP will then be submitted to City Council for review and approval.

12.ASP Control and Update Procedure

The Chief Safety Officer is responsible for control and update of the ASP. Input for annual reviews will be solicited from all Cincinnati Streetcar personnel.

13.ASP Review and Approval by City Council

In accordance with 49 U.S.C. 5329 (d)(1)(A) and 49 CFR Part 673 (1) The Public Transportation Agency Safety Plan, and subsequent updates, must be signed by the Accountable Executive and approved by the agency's Board of Directors, or an Equivalent Authority. Because Cincinnati Streetcar does not have a Board of Directors, the Cincinnati City Council is the equivalent authority and therefore is required to review and approve the ASP as well as any updates to the ASP.

14.Review and Approval by ODOT SSO

Cincinnati Streetcar is required to review the ASP at least annually and make any modifications, as needed to assure that the ASP is current and accurate. Each updated draft ASP submitted to the ODOT SSO program will include a summary that identifies and explains the changes. If there are no changes required for the ASP, it will be indicated.

Once the draft ASP has been determined to be ready for approval, the ODOT SSO program staff will indicate that status to the Chief Safety Officer and provide the checklist used for the review. This submittal is required to be completed by January 31 each year to coincide with the annual report to the ODOT SSO program. Upon receipt of the final ASP, the ODOT SSO program will issue written approval of the ASP to Cincinnati Streetcar within thirty (30) calendar days.

15.ASP Change Management

Any changes to the ASP will be documented in the Change Record. This Change Record will contain a summary that identifies and explains the changes for submittal to the City Council annually.

16. Coordination with the Metropolitan Planning Organization (MPO) and non-metropolitan planning organizations

Annually the Cincinnati Streetcar will create Safety Performance and State of Good Repair Measures and Targets for Cincinnati Streetcar service based upon the principal of continuous improvement. To aid in the planning process for both the State of Ohio and the local Metropolitan Planning Organization these measures and targets will be transmitted to the MPO via electronic communication to the OKI Regional Council of Governments and ODOT Office of Transit. However, prior to submittal to the MPO and ODOT Office of Transit the safety performance measures and targets must be submitted to, and approved by, state safety oversight (SSO). The entire process will be completed prior to annual submission of the ASP to City Council.

17.Safety Management System (SMS) Implementation

To implement Safety Management System Cincinnati Streetcar has taken a four-phase approach based upon a continuous improvement cycle of Plan, Do, Check, Act. Within these four phases are twenty-nine identified tasks. To aid in implementation and annual reviews Cincinnati Streetcar has created Excel Workbook, called G.A.T.I.S. for Gap Analysis Tool for Implementing SMS. The gap analysis tool contains question based upon the needs and requirements of each of the SMS components; answering these questions aided in discovering any needed procedures, processes and documentation. Identified needs then became tasks within the SMS Implementation Plan tab. The Safety & Security department is responsible for leading implementation with assistance from the Safety Security Review Committee which also serves as the SMS implementation team.

18.Safety Management Policy

Safety Management Policy establishes necessary organizational structures, roles and responsibilities. It also ensures safety is on the same priority level as other organizational functions. And it provides direction for effective safety risk management, assurance and promotion. Lastly, it helps ensure sufficient resources are provided

19.Safety Management Policy Statement

Cincinnati Streetcar recognizes that the management of safety is a core value of our business. The management team at Cincinnati Streetcar will embrace the Safety Management System and is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety of our employees, customers, and the general public. All levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees.

Cincinnati Streetcar is committed to:

- Communicating the purpose and benefits of the Safety Management System to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the employee reporting system. After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system, unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establishing safety performance targets that are realistic, measurable, and data driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

A signed copy of this statement is contained in the appendices.

20.Safety Management Policy Communication

This Safety Management Policy Statement is communicated to the City Council via the annual review and approval process. It is also communicated to Streetcar employees and contractors through the use of communication boards at the Maintenance and Operations facility as well as on our website at https://www.cincinnati-oh.gov/streetcar/. An employee may also request a printed copy from their supervisor. A signed copy of the Safety Management Policy Statement is contained in the Appendices.

21.Emergency Preparedness and Response Plans

Cincinnati Streetcar's emergency preparedness and response plans, which are incorporated here by reference, include the Security and Emergency Preparedness Plan (SEPP) and Emergency Operations Plan (EOP).

21.1. Emergency Response Personnel Training

Training to familiarize fire, rescue, and other emergency service personnel with special transit system requirements is coordinated through and conducted by O&M Contractor.

Emergency preparedness and response drills are planned and conducted with emergency services and Streetcar personnel to a) ensure the adequacy of emergency plans and procedures b) ensure readiness personnel to perform under emergency conditions and c) effectively coordinate between and emergency response agencies. These exercises and drills are coordinated through the O&M Contractor and include potentially affected operations personnel.

22.Authorities, Accountabilities, and Responsibilities

22.1. Accountable Executive

The City of Cincinnati City Manager serves as the Accountable Executive for the Cincinnati Streetcar and is ultimately responsible for the Safety Program. The Accountable Executive is responsible for ensuring there are adequate resources to develop and maintain both the Agency Safety Plan and Transit Asset Management Plan and approving the ASP annually.

22.2. Chief Safety Officer

The Chief Safety Officer reports directly to the Accountable Executive and is responsible for the following: Developing and maintaining SMS documentation; Directing hazard identification and safety risk assessment; Monitoring safety risk mitigation activities; providing periodic reports on

safety performance; Briefing the Accountable Executive and City Council on SMS implementation progress; and planning safety management training. The Chief Safety Officer will be adequately trained. Adequate training is defined as having completed or in process of completing the Public Transportation Safety Certification Training Program (PTSCTP) for Rail and be a graduate of an accredited University or College.

22.3. Executive Management

In addition to the Accountable Executive and Chief Safety Officer, the Streetcar Director and Transit Coordinator have responsibility for day-to-day implementation of the Safety Management System.

22.4. Key Staff

The Safety Security Review Committee (SSRC) is designated as key staff to support the Accountable Executive and Chief Safety Officer in developing, implementing, and operating the SMS. Additionally, the SSRC will serve as SMS Ambassadors to promote the SMS program through communication and training.

22.5. Safety Security Review Committee

The Safety and Security Review Committee (SSRC) is a multi-disciplinary working group that serves as a high level committee to address all safety and security issues as well as review and approval of configuration management items. Committee membership includes representation from the following functional areas: safety, security, engineering, planning, operations and maintenance. ODOT representatives are invited to attend all SSRC meetings. The committee is chaired by the Chief Safety Officer and co-chaired by the City Transit Coordinator. For more detailed information about the SSRC please refer to the Cincinnati Streetcar Safety Security Review Committee procedure.

23.Employee Safety Reporting Program

Cincinnati Streetcar has established a Safety Reporting System for the public and employees to report identified hazard or safety concerns. Employees are encouraged to report safety concerns and may do so through the following means including but not limited to: Employee Safety Committee, Employee Safety Anonymous Drop Box , and immediate Manager or Supervisor. The Public may report concerns to the Cincinnati Customer Service Request hotline at 513-591-6000, which will notify Streetcar management for follow-up. To close the feedback loop Cincinnati Streetcar will provide an update to employees regarding the results of any investigations and (or) action taken arising out of their report.

24.Safety Risk Management

Safety Risk Management (SRM) is vital to the success of the SMS. And before an SMS can be effectively built or improved, safety hazards must be identified and mitigations in place to manage the safety risk. Safety risk management is a continuous process, which includes the following activities: Safety hazard identification, safety risk assessment, and safety risk mitigation.

25.Safety Risk Management Process

The Safety Risk Management Process identifies and analyzes hazards and potential consequences. It then expresses safety risks for each consequence in terms of probability and severity to determine if the risk is acceptable and if not utilizes safety risk mitigation to lower the safety risk. The process also includes interaction with safety assurance to ensure hazards are tracked after safety risk mitigation has taken place. In all cases safety risk mitigation activities are documented.

26.Safety Hazard Identification

Effective Hazard Identification is supported by sources, training on proper identification and reporting and promotion of the safety reporting program to employees and the public. Potential sources for hazard identification and their consequences include the following: Safety Reporting System (employee program and public reporting), Safety Event (accidents, incidents occurrences), internal audits, safety committees, Government Sources (ODOT,FTA, NTSB), Industry Partners (APTA) operational observations, review of historical data, scenario development and review, Job Hazard Analysis (JHA)/Job Safety Analysis (JSA), Accident/Incident Investigations Data review and ad hoc hazard reporting.

As referenced in Section 3.5 Reporting to the State Safety Oversight Agency (SSOA) of the Hazard Management Plan, Cincinnati Streetcar has established a Hazard Tracking Log, which reflects the consolidation of information in the hazard management process. The Hazard Tracking log will contain all hazards identified through the methods applied by Cincinnati Streetcar. The Hazard Tracking log will be submitted to ODOT's designated point of contact on the 15th day after the end of the month.

For more information see the Cincinnati Streetcar Hazard Management Plan

26.1. Safety Certification Process

The Safety and Security Certification Plan ensures that any design or operating hazards/threats are identified, monitored, and properly controlled or mitigated, prior to the commencement of revenue service. The Safety and Security Certification Plan addresses all systems and

equipment, which may reasonably be expected to pose hazards/threats to customers, employees, contractors, emergency responders, and the general public. The plan identifies the technical and managerial tasks required during the design, supply, construction, and commissioning of any project or equipment.

The City of Cincinnati certifies that all safety critical systems and major capital projects that may impact passenger, employee, or public safety are operationally ready to enter safe and secure revenue service as further delineated in Cincinnati Streetcar's Safety and Security Certification Plan provided. Safety and security operational readiness is demonstrated through a safety and security certification program that is developed and implemented for each subsequent operating segment and phase.

The goals of the safety and security certification program are to verify that identified safety and security requirements have been met and to provide evidence that the new or rehabilitated equipment, systems and facilities are safe to use by passengers, employees, contractors, emergency responders, and the general public by:

- Verifying that appropriate codes, standards, and guidelines including the most recent Safety and Security Design Criteria have been incorporated into the specifications.
- Ensuring that a thorough and complete system safety/security engineering process is followed throughout the acquisition process.
- Ensuring that all identified hazards/threats have been eliminated or controlled.
- Ensuring that normal and emergency hazard resolution methodologies have been implemented.
- Ensuring that all training required for the safe/secure operation of the new vehicles is complete.
- The objectives of the safety and security certification program that support the above goals include:
- Identify specific safety and security requirements to ensure the most comprehensive specification possible to avoid inadvertent hazards/threats.
- Verify that all documentation identified as safety critical has been reviewed to ensure compliance with safety criteria.
- Facilities and equipment have been constructed, manufactured, inspected, installed, and tested, in accordance with safety and security requirements in the Design Criteria and contract documents.
- Assure that operations and maintenance manuals reflect appropriate procedures necessary for control of hazards and include appropriate warnings, hazards, and cautions required for safety critical operations.

- Training documents have been developed for the training of operating personnel, and emergency response personnel.
- Transportation and maintenance personnel have been properly trained and qualified regarding potentially hazardous operations.
- Emergency response agency personnel have been prepared to respond to emergency situations in or along the alignment system.
- Verify that testing associated with elimination of control of hazards has been completed.
- All security related issues have been addressed and resolved.
- Create a verification-tracking log to track all safety related closures that are not complete at the time of revenue operations.

An outline of the certification process is shown below. The process began with system design and continued through the start of revenue operation. The process is ongoing for continuous improvement.

- Identify those safety and security related elements to be certified
- Establish Safety & Security Design Criteria
- Prepare the Design Criteria Conformance Checklists
- Verify conformance with Design Criteria
- Prepare the Specification Conformance Checklists
- Verify conformance with Specifications
- Perform testing, training, and emergency response coordination
- Manage Integrated Testing
- Resolve all Open Items
- Perform Pre-Revenue Testing
- Approve completed checklists and issue Project Safety & Security Certificate

Each critical system element receives a written safety/security certificate. When all required system elements are certified, a system-wide safety/security certificate is issued along with a safety/security verification report. Final authority to approve certification of extensions for revenue service rests with the City Manager.

The City of Cincinnati and Southwest Ohio Regional Transit Authority certified the project in 2016. Formal safety certification is required for all new, extended, rehabilitated or modified systems or components including replacement vehicles and equipment. A complete program description can be found in the Safety and Security Certification Plan.

26.2. System Modifications

The City of Cincinnati ensures that safety concerns are addressed in modifications to the existing system by a formal process of notification to O&M Contractor. The O&M Contractor is responsible to coordinate changes to existing systems, including vehicles, trackway, signals, and switches. All changes are to be reflected in a modification log for each system or subsystem. Modifications or changes will be disseminated through various means and will follow the process laid out in Section 17.0 Management of Change Process.

26.3. Train Orders and Special Instructions

Operations personnel will be informed of changes or modifications through either Train Orders or Special Instructions. Permanent modifications or changes will be written into the Recertification program and be accepted as a normal condition of operation.

26.4. Memorandum

The O&M Contractor may elect to address modifications or changes to the System in memo form. The O&M Contractor will ensure that information posted has been read and understood by Operations personnel prior to operation through modified or changed system.

26.5. Tracking

The O&M Contractor is delegated the responsibility of ensuring that any hazards associated with system modifications of any kind are worked into the Hazard Management Process. Any accepted risks associated with system changes will be tracked from the outset.

26.6. Procurement

26.6.1. Overview

Procurement of new systems such as facilities, equipment, cars, and non-revenue vehicles or the modification of existing systems include safety requirements in specifications, design reviews, testing, configuration control and periodic safety evaluations. These procurements include consultation with the Chief Safety Officer to ensure basic system safety principles.

26.6.2. Program Responsibility

The City of Cincinnati will appoint a Project Engineer for new rail contracts and is responsible for all matters relating to this contract, except changes to the contract involving scope, cost or time. Such changes shall be made with the approval of the Project Engineer. The Maintenance Manager is also responsible for coordinating the effort to assure that all specifications to new streetcar vehicles, equipment, and parts meet the technical specifications and provisions in the document "Vehicle Technical Specifications".

26.6.3. Safety-Related Procurement Process and Procedures

For Rail the Maintenance Manager must approve modifications, or parts changes to any vehicle. The Safety Security Review Committee and Department of Traffic Engineering office will review modifications to original specifications; however, the Maintenance Manager has the authority to approve the purchase of parts manufactured by a non-OEM supplier. The Maintenance Manager maintains a change and modification record.

26.6.4. New or Modified Systems specifications

Basic safety and user requirements are included in procurement specifications and coordinated with appropriate departments. As new facility, system, or equipment specifications are proposed, responding contractors are required to resolve hazards in accordance with the established order of precedence:

- Design for Minimum Hazard. The major effort during the design phase of a contract shall be to select appropriate safety design features (e.g., fail-safe and redundancy).
- Safety Devices. Hazards, which cannot be eliminated through design, shall be reduced to an acceptable level through the use of appropriate safety devices.
- Warning Devices. Where it is not possible to preclude the existence or occurrence of a hazard, devices shall be employed for the timely detection of the condition and the generation of an adequate warning signal.
- Special Procedure. Wherever it is not possible to reduce the magnitude of an existing or potential hazard through design, or the use of safety and warning devices, the development of special procedures to control the hazard shall be required.

Specification includes the requirement that contractors who provide systems, subsystems, or equipment that affect safe movement of vehicles or passenger/employee safety, establish and maintain a safety program in accordance with the approved safety program plan which defines objectives, tasks, procedures, schedules, and data submittals for the safety activities that will be performed by the contractor. The contractor's safety program plan and supporting documentation is approved by the designated management representative subject to review by the Chief Safety Officer.

26.6.5. New or Modified Systems Safety design Reviews

Safety design reviews are an integral part of all acquisition processes for facilities, systems and equipment. Safety design reviews are conducted to assess the compliance of facility or equipment design with safety requirements in specifications and to ensure that the safety of existing equipment is not degraded by the addition of new facilities or equipment. Safety

reviews are normally carried out as an integral part of engineering design reviews coordinated by the Depratment of Transportation and Engineering.

26.6.6. New or Modified Systems Acceptance Testing and Inspection

Acceptance testing and inspections are included in procedures that assess compliance with the safety requirements of the procurement specification. The project manager verifies and certifies to the Chief Safety Officer that the modified system and facility documents are in compliance with the specified safety requirements for the issuance of the Final Certification Report.

27.Safety Risk Assessment

To assess risk Cincinnati Streetcar has adopted Military Standard 882-E. A comparative risk assessment process is utilized which is based on the principles, descriptions and definitions of MIL-STD-882E, but enhances the risk assessment and prioritization to include the cost of corrective action. The process codifies the hazard severity, hazard probability of occurrence and the cost of eliminating or controlling the hazard and rates each element using established hazard rating tables. The process then determines which hazards are unacceptable or undesirable based on their severity and probability of occurrence. The hazard severity, probability and cost combination for unacceptable and undesirable risk is then ranked on a Hazard Priority Rating Table whereby Cincinnati Streetcar Management can prioritize and allocate the resources available to eliminate or correct the unacceptable and undesirable hazards. For information about the safety risk assessment process see the Cincinnati Streetcar Hazard Management Plan

28.Safety Risk Mitigation

To reduce the likelihood and severity of consequences related to hazards Cincinnati Streetcar will employ the following risk mitigation strategies as appropriate: hazard elimination, reduction of risk through alteration, incorporation of engineered features or devices, provision of warning devices or the incorporation of signage, procedures, training and personal protective equipment. Safety risk mitigation may include more than one measure to achieve the most acceptable result. Any employed risk mitigation measure will be monitored for its effectiveness. This will be accomplished through regular review of performance measures and event reports to determine recurrence and (or) trends.

29.Safety Assurance

Safety Assurance, in SMS, gives Cincinnati Streetcar the ability to know if and how well our mitigations are working by providing key information for data-driven informed decision making,

by the collection and analysis of safety performance data, and the provision of timely safety performance information. Finally, it provides safety performance verification and validates the effectiveness of our safety risk mitigation activities. At Cincinnati Streetcar this is accomplished through safety performance monitoring and measurement as discussed in Section 30.

30.Safety Performance Monitoring and Measurement

Safety Performance Measurement is a subcomponent of SMS and there are three things that it accomplishes. First of all it provides critical indicators to Executive Management and any oversight authority. Secondly, it provides assurance that Cincinnati Streetcar is meeting is safety objectives. Thirdly, it provides assurance that SMS and safety risk controls are working as anticipated and if not a process is in place to continually improve. Cincinnati Streetcar monitors safety performance through the following activities: the Employee Safety Reporting Program, Service Delivery Activities and Operational and Maintenance Data. It also conducts safety surveys, safety audits and inspections and safety investigations.

30.1. Safety Data Acquisition

30.1.1. Roles and Responsibilities

The O&M Contractor has the responsibility to monitor the safety performance of operations. Safety data is collected and analyzed to determine if safety performance meets established safety goals. This data includes injuries to passengers, O&M Contractor personnel, public; potentially hazardous equipment failures; unacceptable hazardous conditions, and rules and procedure violations. A closed-loop reporting system for identifying and monitoring safety-related items has been established. To close out each incident, safety verification activities and results are reviewed and audited by the Chief Safety Officer or their designee.

30.1.2. Data Acquisition process

The O&M Contractor is responsible for information regarding accidents, incidents, hazardous conditions and operations are obtained from several different reporting mechanisms. These include, but are not limited to: Email and (or) text messages from the City, accident/incident reports, daily operations reports, employee occupational injury reports. Employees are also encouraged to bring any safety-related issues to the attention of managers and supervisors.

30.1.3. Data Analysis

Tracking of hazard related-data is used to identify trends. These trends are further analyzed and/or investigated to determine causal factors. This is accomplished by interviews with personnel in the affected department(s) and analysis of pertinent documentation. Identified hazards are submitted with corrective action recommendations or request for corrective action development.

30.1.4. Reports

Safety performance trend and analysis reports are provided to the Safety Security Review Committee for review and discussion. Safety Security Review Committee will receive safety trend and analysis reports relative to the area of interest. The reports are the basis for determining achievement of the ASP safety goals and objectives and formulation of safety performance goals/objectives for the coming year. The safety trend and analysis reports are also the basis for the annual safety performance report to ODOT. The annual report includes collision data, passenger and employee injury data, injury data affecting the public, program audit findings and trends, and corrective action plans. The annual report also describes the strategies for achievement of the stated safety and security objectives.

30.1.5. Accident and Incident Notification, Accident and Incident Investigation Plan and Reporting Procedures

For Accident and Incident Notification, Accident and Investigation Plans and Reporting Procedures see the Cincinnati Streetcar Accident Investigation Procedure.

31. Corrective Action Plans

Corrective Action Plans (CAP's) can be the result of safety events (e.g. accidents, near-miss incidents, auditing (internal or otherwise) and potentially National Transit Safety Board investigations. CAP's document the action taken and contain the following information: identification of the hazard, deficiency, or root causes, action(s) being taken to resolve or mitigate the hazard or deficiency, implementation schedule for the CAP, the individual or department responsible for implementing the corrective action(s) and any other critical information deemed necessary by Cincinnati Streetcar or ODOT. CAP's must be approved by ODOT and tracked through resolution. For additional information please refer to the Cincinnati Streetcar Corrective Action Plan (CAP) Development, Tracking and Closeout Procedure Review and Approval Plan.

32. Emergency Management Program

32.1. Emergency Planning Responsibilities and Requirements

Annually, the Chief Safety Officer, or designee, will coordinate, conduct or participate in safety/security related drills and exercises with the City of Cincinnati, Hamilton County EMA, Department of Homeland Security, and other agencies, such as Cincinnati Fire and Cincinnati Police. The purpose of participation is to ensure that all potential emergency responders are familiar with equipment and property. Participation may include hands-on training, demonstrations, video demonstrations, hand-outs, or any other media. Minimally, emergency responder training will include basics of streetcar vehicle and system electrification,

familiarization with Streetcar operations and routing, and emergency entry methods into Streetcar vehicles.

32.2. Emergency Procedures and Plans

Cincinnati Streetcar has implemented several emergency response plans and procedures in support of Emergency Management including an Emergency Operations Plan (EOP). The purpose of the EOP is to ensure that in any event requiring emergency management there is effective coordination of response and restoration of normal operations between Cincinnati Streetcar personnel, First Responders and other responding organizations.

Please see the EOP for additional information.

32.3. Required Meetings

The Chief Safety Officer is responsible to annually establish on-going meetings with local emergency responders. These meetings will include, but are not limited to: a review of emergency management plans, preparation for drills and coordination of familiarization or refresher training with first responders.

32.4. Emergency Exercises and Evaluation

A program for effective joint training exercises and drills involving and other external agencies including local police, fire, and emergency management agencies is maintained by the system the Chief Safety Officer. The Chief Safety Officer uses the Homeland Security Exercise and Evaluation Program (HSEEP). This program includes the creation and use of tabletop exercises (TTX) and Full Scale Exercises (FSE). This program is followed annually and prior to opening new lines or as required.

Tabletop exercises involve presenting various emergency scenarios to teams of participants with the purpose of allowing the teams to discuss the appropriate response actions. Tabletop exercises are conducted to prepare Cincinnati Streetcar, law enforcement, and emergency response personnel to respond to emergencies involving transit passengers and equipment. Full Scale Exercises differ from tabletop exercises in that they involve utilizing actual equipment, facilities, and personnel together to form a full-scale mock emergency.

The purpose of these exercises is to demonstrate that participants understand their individual roles and responsibilities and are familiar with the equipment and layout of facilities. Drills involve local law enforcement and emergency response personnel and are indicative of the

types of emergencies typical of transit operations and services. Alternating exercises for natural and human caused scenarios is critical for satisfying federal requirements. Cincinnati Streetcar has adopted an after action review (AAR) with a lessons learned sharing system (LLS). The key element of the LLS is where an assigned person tracks the results of the AAR and incorporates the recommendations into policy, procedure, SOP, training or mitigation.

The O&M Contractor will implement new findings from tabletop and full scale exercises and will ensure that appropriate and timely employee training occurs, as necessary. Furthermore, to ensure that personnel are trained to perform satisfactorily during emergency conditions, annual recertification will incorporate discussion and refresher training regarding procedures, practices, actions, and responsibilities during emergency situations.

32.5. Employee Training

An important aspect of every employee's job is his or her individual responsibility for safety and security. As a result, develops, maintains, and updates the security-related training curriculum for all employees. Targeted security training incorporates such security and emergency management concepts as terrorism awareness, continuity of operations and the National Incident Management System (NIMS). Security-awareness training is required for all personnel and is considered an essential and proactive element of the security program. This program is administered by the O&M contractor, the operator or Cincinnati Streetcar. It is designed to reinforce security roles and responsibilities for all employees by doing the following:

- Preparing employees for the requirements of their jobs with appropriate security training.
- Increasing the level of security awareness throughout the organization.
- Reinforcing any applicable security policies and procedures, including standard operating procedures (SOPs).
- Providing each employee with an opportunity to take part in the security program by asking questions and voicing any concerns.
- Increasing employee understanding pertaining to the potential threats and vulnerabilities within the system and what measures can be taken to eliminate, control, mitigate, and prepare for those threats and vulnerabilities.

32.6. First Responder Familiarization Training

The Cincinnati Fire Department has hands-on familiarization for fire companies working in or will responding to emergencies on the alignment, which has been and will continue be provided on an as-needed basis coordinated by the Chief Safety Officer or Designee.

33. Internal Safety Audit Program

The purpose of internal system safety audits is to inform management if programs and activities are meeting planned and published requirements. Audits are authorized by management to verify compliance with requirements and policy. Elements of the Agency Safety Plan will be reviewed over a three year period. ODOT will be notified and presented with the review checklist thirty days prior to each review. The annual report must be submitted to ODOT each year. The Chief Safety Officer must certify compliance of the ASP each year or define the areas of non-compliance with an appropriate corrective action plan. An approved designee conducts system safety audits. The Chief Safety Officer is responsible for the direction of the audits. For information see the Cincinnati Streetcar Internal Audit Plan.

34. Rules Compliance

34.1. General

All Cincinnati Streetcar personel are responsible for the prevention of accidents, identification of hazards, and resolution of such hazards. Reports of all accidents, incidents, deficiencies and defects will be maintained by the Manager of the appropriate department

34.2. Review

34.2.1. Directives, Rules, and Standard Operating Procedures

The Streetcar Operators Rule Book, Standard Operating Procedures, Communications Center Procedures, Emergency Operating Procedures, Bulletins and Operating Orders all govern operations procedures during normal and abnormal conditions and are considered safety-critical documents. Additionally, the Maintenance Standard Operating Procedures govern maintenance practices (Inspection and Maintenance Manual). All of these documents are subject to configuration management and formal document control procedures.

34.3. Rule Book

The Streetcar Operators Rule Book is reviewed and analyzed annually, to ensure it provides for the safe operation of the system in normal, abnormal (e.g. brake failure, bypassed door) and emergency conditions, and to ensure compliance with appropriate governing bodies. Revisions to the Rule Book are done by the Streetcar General Manager, or designees annually, through the SSRC and submission to ODOT before implementation. All Streetcar Operators Rule Book revisions are tracked via a revision page that is updated following revisions. All are signed for by every operator and must be carried by them when operating streetcars.

34.4. Process for Ensuring Rules Compliance

The Rail Operational Safety Checks Program serves as the foundation for observing, correcting, and documenting safety related behaviors and activities. It is also used to re-enforce positive safety behaviors. Operations Managers/Supervisors and Training Instructors are responsible for conducting periodic field and on-board operations safety checks. Supervisors and Training Instructors travel along the right of way and/or board streetcars to observe and evaluate adherence to rules, policies and procedures, verbal or written instructions such as Train Operating Orders, and speed limit compliance. Operator safety checks are recorded on the "Supervisor Rail Safety Ride Check" and "Supervisor/Check forms. Operations Supervisors and Training Instructors are authorized to take appropriate and immediate actions if indicated by the situation. Each Streetcar Operator receives a monthly operations safety check.

The Cincinnati Streetcar General Manager organizes a program of unannounced safety inspections and field observations. All members of the senior management team participate in at least one such inspection every calendar month. These Safety Inspections and Field Observations fortify the safety processes, procedures and plans we have been implemented for Streetcar Operators, Operations Control personnel, Wayside personnel, Streetcar Technicians, and Facilities Maintenance personnel.

The results of Safety Checks will be reported to the Chief Safety Officer, or Designee, for incorporation into the Hazard Management Plan.

34.5. Systems Inspections

An essential element of the System Program is regular inspection of all system elements that can affect safe operation. Major elements in the system that directly affect safety are: vehicles, right of way, overhead power distribution, signal system, and streetcar stations and facilities. Preventive maintenance activities on wayside equipment and other safety critical equipment are performed in accordance with manufacturers' recommended practice and the APTA Manual of Standards and Recommended Practices for Transit Systems and are documented. Checklists are used in conducting inspections of facilities and equipment. See the Cincinnati Streetcar Maintenance Plan, Revision 5 for additional information including checklists utilized.

34.6. Coordination with Hazard Management Process

Deficiencies noted during inspections are logged into Cincinnati Streetcars asset management system and submitted for repair or corrective action to applicable managers. The Chief Safety Officer receives copies of all deficiency reports for tracking through the Hazard Management process. The adequacies of control measures for safety critical equipment and systems are evaluated to ensure the proper corrective actions are in place to control potentially hazardous conditions to passengers, employees, and the general public.

34.7. Resolution of Audit/Inspection Findings

Safety critical equipment that does not meet established requirements is removed from service and/or tagged or locked-out. Vehicles or equipment involved in accidents are inspected by qualified personnel prior to being placed back into service

34.8. Compliance with Local, State and Federal Safety Requirements

The City of Cincinnati is committed to the safety and health of its employees and contractors who work within the system. Additionally, the City of Cincinnati ensures a safe and healthy work environment through adherence to all applicable Federal standards, BWC standards and local codes. The O&M Contractor ensures that employees are aware of job related hazards through training, posters and notices located in affected areas. Employees will receive appropriate training when new materials, chemicals, or potentially hazardous materials are brought into their working environment.

The O&M Contractor, in coordination with the Chief Safety Officer, evaluates and creates solutions to ensure that employees are educated to potential hazards in their working environment. Procedures and practices employed to minimize exposure to workplace conditions that may jeopardize their safety and health are periodically reviewed and updated.

34.9. Working On or Near Transit Controlled Property

34.9.1. Contractor and Non-Transit Agency Personnel

All Contractors and Non-Transit Agency Personnel must have a Track Access Permit to perform work on or near the alignment. Furthermore, all Contractor and Non-Agency Personnel must complete a safety orientation as part of the permitting process

34.9.2. Employees

All employees who work on or near the rail alignment will receive safety training during New Hire Orientation or any time there is a change on the alignment.

34.10. Hazardous Materials Program

The goal of any Occupational, Safety and Health Program is to ensure a safe work environment free from recognized hazards. To that the Hazardous Materials Program places emphasis on recognition, evaluation, and control of material hazards arising in and from the occupational environment. Several tools are employed which include, but are not limited to: Industrial Hygiene surveys, Job Hazard Analysis, chemical inventories and employee training. There is one standard operating procedure that that governs the Hazardous Materials Program: Cincinnati Streetcar Hazard Communication Program.

34.11. Responsibility

34.11.1. Chief Safety Officer

The Chief Safety Officer is responsible for maintaining and communicating the expectations within this procedure and ensuring the program is adequate. At least annually, the Chief Safety Officer or designee will conduct an audit of the HCP and update the program as necessary.

34.12. O & M Contractor

The O & M Contractor is responsible for ensuring that personnel and sub-contractors comply with all Safety and Environmental programs.

34.13. Hazardous Materials Process

A chemical inventory is conducted annually. The results of this inventory are documented in the Chemical Inventory List (CIL). During this task chemicals are identified and evaluated based upon their Safety Data Sheet. Other tools may be used to identify hazardous materials such as industrial hygiene surveys and Job Hazard Analysis.

34.14. Drug and Alcohol Program

34.14.1. Overview

All drug and alcohol testing for employees classified as "safety sensitive" is covered by the Drug and Alcohol policy. All drug and alcohol testing for Cincinnati Streetcar employees classified as "safety sensitive" is covered by the O &M Contractor Drug and Alcohol program.

34.14.2. Decision Tree

The Drug Testing Decision Tree is used by supervisory personnel to make drug-testing determinations following all accidents involving employees. The completed form will be forwarded to the Drug and Alcohol Test Program Administrator.

34.14.3. Compliance

FTA drug testing regulations require that all supervisors must undergo a minimum of sixty minutes of training on the signs and symptoms of drug use before they are qualified to make reasonable suspicion determination. A similar provision in the FTA alcohol testing regulation requires supervisors to undergo an additional sixty minutes of training on the signs and symptoms of alcohol use. The Drug and Alcohol Program Manager will ensure supervisory staff meet these minimum qualifications and will provide or arrange for refresher training when requested.

34.14.4. Program Responsibility

The O & M Contractor has primary responsibility for administering the Drug and Alcohol Program.

34.14.5. Drug and Alcohol Abuse Program

For Cincinnati Streetcar the O & M Contractor has primary responsibility for administering the Substance Abuse Testing Program in accordance with 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs and 49 CFR Part 655: Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.

35.Operational and Maintenance Procedure Compliance Monitoring

The Streetcar Operator Rule book, Standard Operating Procedures, Operations Control Procedures, Emergency Operating Procedures, and Bulletins all govern operations procedures during normal and abnormal conditions and are considered safety-critical documents. Additionally, the Maintenance Standard Operating Procedures govern maintenance practices (Inspection and Maintenance Manual). All of these documents are subject to configuration management and formal document control procedures. Operations Supervisors conduct audits to ensure compliance of rules and procedures. This is accomplished through service audits. Safety performance issues are documented and tracked to determine if remedial action is required.

The Maintenance Department is responsible for facility and equipment inspections of facilities and infrastructure. These safety inspections include: Life safety (alarm, fire doors and carbon monoxide monitoring), suppression systems and equipment lifts (portable and fixed). Streetcars are maintained at a minimum in accordance with manufacturer recommendations or at a higher level. A majority of the preventative maintenance intervals are time driven based. Maintenance is tracked and coordinated through time schedules, which are maintained by the maintenance personnel through the use of Maintenance Information Systems software. All maintenance is scheduled through work orders and completed within a twenty-percent requirement of the schedule maintenance activity. The Maintenance department maintains a Quality Assurance Program to ensure audits and inspections are conducted. See the Cincinnati Streetcar Management Plan

36.Risk Mitigation Monitoring

The purpose of Risk Mitigation monitoring is to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended. At Cincinnati Streetcar this is accomplished though safety performance monitoring.

37.Safety Event Investigation

Safety Events are investigated in the context in which they occur. Collision events are investigated by qualified investigators. For more information see the Cincinnati Streetcar Accident and Incident Investigation Procedure

38.Management of Change

Change management is activities through which Cincinnati Streetcar ensures that any changes or proposed changes don't introduce new hazards, and if changes have introduced new hazards, measures to mitigate their potential consequences are instituted.

The process for identifying and assessing changes is contained in the Cincinnati Streetcar Configuration Management Plan. The purpose of configuration management plan is to ensure that changes to safety-critical systems and subsystems are reviewed prior to implementation. This assures there are a set of practices and procedures of identifying all components and their relationship in a dynamic and continually evolving system for the purpose of maintaining integrity, traceability and control over change throughout the cradle to grave lifecycle of the component. These practices will ensure that appropriate personnel have been provided accurate reference documentation for maintaining components and any modifications to components are properly and systematically documented. A change in configuration refers to a modification that may result in a change to physical and/or operational features of any asset.

For additional information see the Cincinnati Streetcar Configuration Management Change Procedure.

39.Continuous Improvement

Continuous improvement is a process in which Cincinnati Streetcar works towards revising current processes in response to changing needs, operational environment, or standards. In the case of safety this is accomplished through monitoring and evaluation of SMS performance to ensure we meet our safety performance targets. This is accomplished through internal/external audits and self-assessments.

40.Safety Promotion

Safety Promotion improves safety performance by increased awareness through communication and training. It also displays continuous management commitment to communication. In fact, one of management's most important responsibilities of management is to encourage and motivate others to want to communicate openly, authentically, and without concern of reprisal. Training also documents executive management responsibilities to

allocate resources to training and maintain the relationship between safety training and safety risk management and safety assurance.

41.Training and Certification Program

Safety training is conducted on equipment. Operating Rules and Standard Operating Procedures (SOP'S) will be prepared by the O&M Contractor and provided to all operating personnel. The O&M Contractor oversees the formulation of training programs and records, S.O.P.s, and Rules and maintains all records, which are kept at the streetcar office. The City of Cincinnati commits to continuous training for the Streetcar Director, Chief Safety Officer and Transit Coordinator.

41.1. City of Cincinnati

The Streetcar Director, Chief Safety Officer and Transit Coordinator will attend TSA sponsored classes provided by the U.S. Department of Transportation's Transportation Safety Institute (TSI). The Public Transportation Safety Certification Training Program (PTSCTP) requires that the 4 classes be completed over a 3 year period. When completed, this training results in a certificate for the Transit Safety and Security Program (Transit Rail Program).

41.2. Rail Vehicle Operators

All Streetcar Operators will be required to successfully completed streetcar operations training program prepared by the O&M Contractor and approved by the SSRC, ODOT, and the City of Cincinnati.

All new Streetcar Operators are given the Streetcar Operator Training Course. This course covers Standard Operating Procedures and Operator Rules that govern the Streetcar alignment and operation. Operators are issued manuals for safe operation and troubleshooting of Streetcar vehicles.

New Streetcar Operators are also evaluated by established Operators using an Observation Report Form. New Operators must meet criteria satisfactorily or will receive additional training. O&M Contractor, on a separate occasion prior to certification, will determine whether the Operator demonstrates safe control of the Streetcar or needs additional training. Each Operator is certified with both written and practical testing to validate operational readiness.

41.2.1. Extensions and Major Modifications

Updated training materials will be developed under coordination by the General Manager, Operations and Safety Manager, Maintenance Manager, and Streetcar Supervisors prior to the

opening of any new rail extension or major modification to the existing Streetcar line. Operations personnel will be certified by written and practical testing.

41.2.2. Rail Vehicle Operator Compliance

Streetcar Operators are subject to periodic in-service evaluations by Streetcar Supervisors who monitor their compliance to rules and procedures outlined in the Rule Book and S.O.P. manual. The Supervisor completes an Observation Report Form after completion of the in-service evaluation and will review the information in the report with the Operator. Operators observed violating any rule or procedure are subject to progressive discipline. The O&M Contractor will maintain a Rule Violation Log that chronicles violations each month and administers all disciplinary actions, retraining, re-instructions, and determines the consequence to rule violations.

41.3. Maintenance

Maintenance requirements, methods and procedures of equipment and systems described in manuals, handbooks, and other documentation developed for the training and certification of maintenance personnel. Use of personal protective equipment (PPE), emergency equipment, and safety instruction are included within the training program.

Maintenance personnel who are required to operate Streetcars, hi-rail equipment, heavy equipment, or other specialized vehicles/equipment/apparatus are certified by both written and practical testing in order to document the employee's knowledge of safety and operating procedures and skill in the proper and safe operation and procedures.

41.4. Refresher Training

41.4.1. Rail Vehicle Operators

Annually, each Operator is given a refresher course on the rules and procedures and will re-certify with written and practical testing. The re-certification may consist of one or more of the following: a quiz, a checklist, a test, and a demonstration of troubleshooting techniques. Any person who fails the annual examination is given special retraining

41.4.2. Maintenance Personnel

Annually, each employee will re-certify in the proper and safe use of the equipment/vehicles with written and practical testing. Each person who fails the annual examination is given special retraining

41.5. Contractor Training

Construction safety and project management is privately contracted in accordance with City of Cincinnati procedures. Contractors must first seek approval, in writing, to perform work on or near property and infrastructure.

Contractors will contact the City to apply for a Track Access Permit for rail-related projects. The request is forwarded to the O&M Contractor for review. Contractor requests must be submitted, at minimum, one week in advance of scheduled work. Once approved, the O & M Operations Manager will provide a Track Access Permit to the requesting party. The Access Permit details the work to be performed, the time the work will be performed, and contact information for the on- site contractor Supervisor. The City of Cincinnati will receive a copy of the access permit.

The O&M Contractor must ensure that the requesting party abides by the safety requirements established by Cincinnati Streetcar. Requirements include, but are not limited to: reflective safety vests, proper hand signaling to Streetcar Operators, and understanding of inherent dangers of the live and hot overhead contact system.

Contractors are required to attend safety certification classes prior to approval and issuance of a Track Access Permit; this requirement depends on the work request. The O&M Contractor will make arrangements for contractors to attend such classes and receive certification prior to the approval and issuance of an Access permit, when necessary.

42.Recordkeeping

Per 49 CFR Part 673.31 Cincinnati Streetcar must maintain the documents utilized to create the Agency Safety Plan, including those related to the implementation of the Safety Management System (SMS), and results from SMS processes and activities. Cincinnati Streetcar must also must maintain documents (e.g. procedures, plans) that are included in whole, or by reference, that describe the programs, policies, and procedures that are used to carry out the Agency Safety Plan. These documents will be made available upon request by the Federal Transit Administration or other Federal entity, or the Ohio Department of Transportation State Safety Oversight. All of these documents require a minimum retention of three years after creation.

43.References

49 CFR 673 – Final Rule
Cincinnati Streetcar Safety Security Review Committee procedure
Cincinnati Streetcar Configuration Management Change Procedure
Cincinnati Streetcar Hazard Management Plan
Cincinnati Streetcar Internal Audit Plan
Cincinnati Streetcar Accident and Incident Investigation Procedure
Cincinnati Streetcar Corrective Action Plan (CAP) Development, Tracking and Closeout Procedure Review and Approval Plan
Cincinnati Streetcar Maintenance Plan

Appendix A

Definitions of Special Terms Used in the Safety Plan

Accident means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.

Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

***Consequence** means a potential outcome of a safety hazard*

Equivalent Authority means an entity that carries out duties similar to that of a Board of Directors, for a recipient or sub recipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or sub recipient's Public Transportation Agency Safety Plan.

Event means any Accident, Incident, or Occurrence.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident means an event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Rail fixed guideway public transportation system means any fixed guideway system that uses rail, is operated for public transportation, is within the jurisdiction of a State, and is not subject to the jurisdiction of the Federal Railroad Administration, or any such system in engineering or construction. Rail fixed guideway public transportation systems include but are not limited to rapid rail, heavy rail, light rail, monorail, trolley, inclined plane, funicular, and automated guideway.

Rail transit agency means any entity that provides services on a rail fixed guideway public transportation system.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

***Safety Deficiency** means a condition that is a source of hazards and/or allows perpetuation of the hazards in time.*

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive means a Chief Safety Officer or an equivalent.

Safety performance target means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public.transportation system.

Safety risk assessment means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury means any injury which:

(1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;

(2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);

(3) Causes severe hemorrhages, nerve, muscle, or tendon damage;

(4) Involves any internal organ; or

(5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small public transportation provider means a recipient or sub recipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.
State of good repair means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

Transit agency means an operator of a public transportation system.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

List of Acronyms Used in the Safety Plan

ASP – Agency Safety Plan

SSRC – Safety Security Review Committee

MOF – Maintenance Operations Facility

MPO – Metropolitan Planning Organization

OKI – Ohio Kentucky Indiana council of governments

City Council Resolution

Reserved for formal resolution

Cincinnati Streetcar Safety Management Policy Statement

Cincinnati Streetcar recognizes that the management of safety is a core value of our business. The management team at Cincinnati Streetcar will embrace the Safety Management System and is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety of our employees, customers, and the general public. All levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees. Cincinnati Streetcar is committed to:

- Communicating the purpose and benefits of the Safety Management System to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the employee reporting system. After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system, unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establishing safety performance targets that are realistic, measurable, and data driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

Signature by the Accountable Executive

_____ Date 8/12/21

Signature by the Chief Safety Officer

Paul Conway

_____ _____ Date_7/30/2021

CINCINNATI STREETCAR
AGENCY SAFETY PLAN

801 PLUM STREET
CINCINNATI, OHIO 45202

JULY, 2021

REVISION 4

RECORD OF REVISIONS

Revision #	Revised By	Date	Issue / Revision Description
0	TJT	8/27/19	Original Draft Document
1	TJT	10/21/19	Removed references to Authority (meaning SORTA) in appropriate sections of the document, added a description of an "adequately trained" CSO in 22.2, added feedback process language to Section 23
2	PBC	4/8/2020	Update signature block and minor grammar edits. Remove interim status
3	Les Shaw	4/15/2020	Replaced the "CEO" with the "City Manager," who is the Accountable Executive. Replaced the "Engineering and Project Management" with the "Department of Transportation and Engineering." Replaced "ENP text messages from the RCC" with "text messages from the City" Replaced "Security Director" with "Chief Safety Officer." Removed the fire training video statement.
4	Paul Conway	7/20/2021	-Update current roles and dates. -Update table of contents -Add PTSCTP training for City Staff (CSO, Streetcar Director, Transit Coordinator) -Update Safety Performance Targets -Add City Address to Title page -Update and sign policy statement

Agency Safety Plan Review and Approval

Approved by: _____ 8/12/21

Accountable Executive

Reviewed by: John S Brazina _____ 7/30/21

Director of Transportation and Engineering

Reviewed by: _____ 8/4/21

Transit Coordinator

Reviewed by: _____ 7/30/2021

Streetcar Director

Reviewed by: Paul Conway _____ 7/30/21

Chief Safety Officer of Streetcar Services

Reviewed by: _____ 8/4/21

Cincinnati Streetcar General Manager

Approval by City Council

This plan was approved by the City Council of the City of Cincinnati on ___/___/_____ and reflected in the official, approved council minutes. A copy of the resolution is contained in the Appendices

Table of Contents

1. Definitions

A list of definitions based upon those listed in 49 CFR Part 673.5 is contained in the Appendices

2. Acronyms

A list of acronyms utilized in this Plan is contained in the Appendices

3. Introduction

On July 19, 2018, FTA published the Public Transportation Agency Safety Plan (ASP) Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants to develop safety plans that include the processes and procedures to implement Safety Management Systems (SMS). The effective date of this rule is July 19, 2019. As a result Transit operators must certify they have a safety plan in place meeting the requirements of the rule by July 20, 2020. The plan must be updated and certified by the transit agency annually.

4. Applicability

As a recipient of funds under 49 U.S.C. 5307 the City of Cincinnati is required to develop a Public Transit Agency Safety Plan or ASP. This document will serve as the ASP for Cincinnati Streetcar.

5. Policy

Cincinnati Streetcar has adopted the principles and methods of Safety Management Systems (SMS) as the basis for enhancing safety and will follow the principles and methods of SMS in the delivery of service to our community.

6. Transition from SSPP to ASP

The Cincinnati Streetcar previously utilized a System Safety Program Plan or SSPP, which documented the overall safety program. The Plan was previously approved by the State Safety Oversight (SSO) Program of the Ohio Department of Transportation and the Board of Trustees of the Southwest Ohio Regional Transit Authority, the operator at that time. The SSPP was constituted of 21 elements which outlined and described the policies, processes and procedures associated with the safety program. To maintain the integrity of the safety program, yet be compliant with state and federal regulations, these elements were integrated into the Agency Safety Plan or ASP. This integration was based upon an analysis performed by

the SSO to determine where and how these elements should be integrated into components of the Agency Safety Plan per 49 CFR Part 673.

7. Accountable Executive and City Council approvals

In accordance with 49 U.S.C. 5329(d)(1)(A) the Accountable Executive and City Council must approve this plan. This will be accomplished via signature of the Accountable Executive, which will be affixed to this Plan, and by formal City Council Resolution. A copy of that Motion will be included in the Appendices of this document. Additionally, the ASP will be submitted for approval to the Accountable Executive and City Council annually.

8. Modes Covered by this Plan

This Plan covers the Cincinnati Streetcar System.

9. Safety Performance Measures and Targets

Safety Performance Measures aid Cincinnati Streetcar in monitoring performance. Safety performance measures also focus on improving safety performance through the reduction of safety events, fatalities and injuries. These Safety Performance measure are shared with our MPO annually. In accordance with the National Public Transportation Safety Plan the following Safety Performance Targets have been identified:

Table 1 Safety Performance Targets

Mode of Transit Service	Fatalities (Total)	Fatalities (Rate) Per 100,000 VRM	Injuries (Total)	Injuries (Rate) Per 100,000 VRM	Safety Events (Total)	Safety Events (Rate) Per 100,000 VRM	System Reliability VRM between failures
Cincinnati Streetcar	0	0.00	1	1.04	12	12.5	10000

It should be noted that these performance targets are based on the time the City has been operating the system as documented in the National Transit Database (NTD) Safety and Security Time Series from January 2020 through June of 2021. (No service from April 1, 2020-September 2, 2020)

10.Safety Plan Review, Update and Certification

In accordance with 49 U.S.C. 5329(d)(1)(A), the ASP will be certified as compliant on an annual basis. Annually, the Chief Safety Officer (or Designee) will lead a review of the ASP in conjunction with affected departments and update the ASP as necessary. Route extensions, significant changes to the operational practices, or other events may be cause for a review at any time. The ASP and any updates must be reviewed and approved by the City of Cincinnati City Council.

11.ASP Review Schedule

The ASP will be reviewed annually by January 31st or no later than March 15th. However, any changes and approvals will be completed by July 20th. The ASP will then be submitted to City Council for review and approval.

12.ASP Control and Update Procedure

The Chief Safety Officer is responsible for control and update of the ASP. Input for annual reviews will be solicited from all Cincinnati Streetcar personnel.

13.ASP Review and Approval by City Council

In accordance with 49 U.S.C. 5329 (d)(1)(A) and 49 CFR Part 673 (1) The Public Transportation Agency Safety Plan, and subsequent updates, must be signed by the Accountable Executive and approved by the agency's Board of Directors, or an Equivalent Authority. Because Cincinnati Streetcar does not have a Board of Directors, the Cincinnati City Council is the equivalent authority and therefore is required to review and approve the ASP as well as any updates to the ASP.

14.Review and Approval by ODOT SSO

Cincinnati Streetcar is required to review the ASP at least annually and make any modifications, as needed to assure that the ASP is current and accurate. Each updated draft ASP submitted to the ODOT SSO program will include a summary that identifies and explains the changes. If there are no changes required for the ASP, it will be indicated.

Once the draft ASP has been determined to be ready for approval, the ODOT SSO program staff will indicate that status to the Chief Safety Officer and provide the checklist used for the review. This submittal is required to be completed by January 31 each year to coincide with the annual report to the ODOT SSO program. Upon receipt of the final ASP, the ODOT SSO program will issue written approval of the ASP to Cincinnati Streetcar within thirty (30) calendar days.

15.ASP Change Management

Any changes to the ASP will be documented in the Change Record. This Change Record will contain a summary that identifies and explains the changes for submittal to the City Council annually.

16. Coordination with the Metropolitan Planning Organization (MPO) and non-metropolitan planning organizations

Annually the Cincinnati Streetcar will create Safety Performance and State of Good Repair Measures and Targets for Cincinnati Streetcar service based upon the principal of continuous improvement. To aid in the planning process for both the State of Ohio and the local Metropolitan Planning Organization these measures and targets will be transmitted to the MPO via electronic communication to the OKI Regional Council of Governments and ODOT Office of Transit. However, prior to submittal to the MPO and ODOT Office of Transit the safety performance measures and targets must be submitted to, and approved by, state safety oversight (SSO). The entire process will be completed prior to annual submission of the ASP to City Council.

17.Safety Management System (SMS) Implementation

To implement Safety Management System Cincinnati Streetcar has taken a four-phase approach based upon a continuous improvement cycle of Plan, Do, Check, Act. Within these four phases are twenty-nine identified tasks. To aid in implementation and annual reviews Cincinnati Streetcar has created Excel Workbook, called G.A.T.I.S. for Gap Analysis Tool for Implementing SMS. The gap analysis tool contains question based upon the needs and requirements of each of the SMS components; answering these questions aided in discovering any needed procedures, processes and documentation. Identified needs then became tasks within the SMS Implementation Plan tab. The Safety & Security department is responsible for leading implementation with assistance from the Safety Security Review Committee which also serves as the SMS implementation team.

18.Safety Management Policy

Safety Management Policy establishes necessary organizational structures, roles and responsibilities. It also ensures safety is on the same priority level as other organizational functions. And it provides direction for effective safety risk management, assurance and promotion. Lastly, it helps ensure sufficient resources are provided

19.Safety Management Policy Statement

Cincinnati Streetcar recognizes that the management of safety is a core value of our business. The management team at Cincinnati Streetcar will embrace the Safety Management System and is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety of our employees, customers, and the general public. All levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees.

Cincinnati Streetcar is committed to:

- Communicating the purpose and benefits of the Safety Management System to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the employee reporting system. After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system, unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establishing safety performance targets that are realistic, measurable, and data driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

A signed copy of this statement is contained in the appendices.

20.Safety Management Policy Communication

This Safety Management Policy Statement is communicated to the City Council via the annual review and approval process. It is also communicated to Streetcar employees and contractors through the use of communication boards at the Maintenance and Operations facility as well as on our website at https://www.cincinnati-oh.gov/streetcar/. An employee may also request a printed copy from their supervisor. A signed copy of the Safety Management Policy Statement is contained in the Appendices.

21.Emergency Preparedness and Response Plans

Cincinnati Streetcar's emergency preparedness and response plans, which are incorporated here by reference, include the Security and Emergency Preparedness Plan (SEPP) and Emergency Operations Plan (EOP).

21.1. Emergency Response Personnel Training

Training to familiarize fire, rescue, and other emergency service personnel with special transit system requirements is coordinated through and conducted by O&M Contractor.

Emergency preparedness and response drills are planned and conducted with emergency services and Streetcar personnel to a) ensure the adequacy of emergency plans and procedures b) ensure readiness personnel to perform under emergency conditions and c) effectively coordinate between and emergency response agencies. These exercises and drills are coordinated through the O&M Contractor and include potentially affected operations personnel.

22.Authorities, Accountabilities, and Responsibilities

22.1. Accountable Executive

The City of Cincinnati City Manager serves as the Accountable Executive for the Cincinnati Streetcar and is ultimately responsible for the Safety Program. The Accountable Executive is responsible for ensuring there are adequate resources to develop and maintain both the Agency Safety Plan and Transit Asset Management Plan and approving the ASP annually.

22.2. Chief Safety Officer

The Chief Safety Officer reports directly to the Accountable Executive and is responsible for the following: Developing and maintaining SMS documentation; Directing hazard identification and safety risk assessment; Monitoring safety risk mitigation activities; providing periodic reports on

safety performance; Briefing the Accountable Executive and City Council on SMS implementation progress; and planning safety management training. The Chief Safety Officer will be adequately trained. Adequate training is defined as having completed or in process of completing the Public Transportation Safety Certification Training Program (PTSCTP) for Rail and be a graduate of an accredited University or College.

22.3. Executive Management

In addition to the Accountable Executive and Chief Safety Officer, the Streetcar Director and Transit Coordinator have responsibility for day-to-day implementation of the Safety Management System.

22.4. Key Staff

The Safety Security Review Committee (SSRC) is designated as key staff to support the Accountable Executive and Chief Safety Officer in developing, implementing, and operating the SMS. Additionally, the SSRC will serve as SMS Ambassadors to promote the SMS program through communication and training.

22.5. Safety Security Review Committee

The Safety and Security Review Committee (SSRC) is a multi-disciplinary working group that serves as a high level committee to address all safety and security issues as well as review and approval of configuration management items. Committee membership includes representation from the following functional areas: safety, security, engineering, planning, operations and maintenance. ODOT representatives are invited to attend all SSRC meetings. The committee is chaired by the Chief Safety Officer and co-chaired by the City Transit Coordinator. For more detailed information about the SSRC please refer to the Cincinnati Streetcar Safety Security Review Committee procedure.

23.Employee Safety Reporting Program

Cincinnati Streetcar has established a Safety Reporting System for the public and employees to report identified hazard or safety concerns. Employees are encouraged to report safety concerns and may do so through the following means including but not limited to: Employee Safety Committee, Employee Safety Anonymous Drop Box , and immediate Manager or Supervisor. The Public may report concerns to the Cincinnati Customer Service Request hotline at 513-591-6000, which will notify Streetcar management for follow-up. To close the feedback loop Cincinnati Streetcar will provide an update to employees regarding the results of any investigations and (or) action taken arising out of their report.

24.Safety Risk Management

Safety Risk Management (SRM) is vital to the success of the SMS. And before an SMS can be effectively built or improved, safety hazards must be identified and mitigations in place to manage the safety risk. Safety risk management is a continuous process, which includes the following activities: Safety hazard identification, safety risk assessment, and safety risk mitigation.

25.Safety Risk Management Process

The Safety Risk Management Process identifies and analyzes hazards and potential consequences. It then expresses safety risks for each consequence in terms of probability and severity to determine if the risk is acceptable and if not utilizes safety risk mitigation to lower the safety risk. The process also includes interaction with safety assurance to ensure hazards are tracked after safety risk mitigation has taken place. In all cases safety risk mitigation activities are documented.

26.Safety Hazard Identification

Effective Hazard Identification is supported by sources, training on proper identification and reporting and promotion of the safety reporting program to employees and the public. Potential sources for hazard identification and their consequences include the following: Safety Reporting System (employee program and public reporting), Safety Event (accidents, incidents occurrences), internal audits, safety committees, Government Sources (ODOT,FTA, NTSB), Industry Partners (APTA) operational observations, review of historical data, scenario development and review, Job Hazard Analysis (JHA)/Job Safety Analysis (JSA), Accident/Incident Investigations Data review and ad hoc hazard reporting.

As referenced in Section 3.5 Reporting to the State Safety Oversight Agency (SSOA) of the Hazard Management Plan, Cincinnati Streetcar has established a Hazard Tracking Log, which reflects the consolidation of information in the hazard management process. The Hazard Tracking log will contain all hazards identified through the methods applied by Cincinnati Streetcar. The Hazard Tracking log will be submitted to ODOT's designated point of contact on the 15th day after the end of the month.

For more information see the Cincinnati Streetcar Hazard Management Plan

26.1. Safety Certification Process

The Safety and Security Certification Plan ensures that any design or operating hazards/threats are identified, monitored, and properly controlled or mitigated, prior to the commencement of revenue service. The Safety and Security Certification Plan addresses all systems and

equipment, which may reasonably be expected to pose hazards/threats to customers, employees, contractors, emergency responders, and the general public. The plan identifies the technical and managerial tasks required during the design, supply, construction, and commissioning of any project or equipment.

The City of Cincinnati certifies that all safety critical systems and major capital projects that may impact passenger, employee, or public safety are operationally ready to enter safe and secure revenue service as further delineated in Cincinnati Streetcar's Safety and Security Certification Plan provided. Safety and security operational readiness is demonstrated through a safety and security certification program that is developed and implemented for each subsequent operating segment and phase.

The goals of the safety and security certification program are to verify that identified safety and security requirements have been met and to provide evidence that the new or rehabilitated equipment, systems and facilities are safe to use by passengers, employees, contractors, emergency responders, and the general public by:

- Verifying that appropriate codes, standards, and guidelines including the most recent Safety and Security Design Criteria have been incorporated into the specifications.
- Ensuring that a thorough and complete system safety/security engineering process is followed throughout the acquisition process.
- Ensuring that all identified hazards/threats have been eliminated or controlled.
- Ensuring that normal and emergency hazard resolution methodologies have been implemented.
- Ensuring that all training required for the safe/secure operation of the new vehicles is complete.
- The objectives of the safety and security certification program that support the above goals include:
- Identify specific safety and security requirements to ensure the most comprehensive specification possible to avoid inadvertent hazards/threats.
- Verify that all documentation identified as safety critical has been reviewed to ensure compliance with safety criteria.
- Facilities and equipment have been constructed, manufactured, inspected, installed, and tested, in accordance with safety and security requirements in the Design Criteria and contract documents.
- Assure that operations and maintenance manuals reflect appropriate procedures necessary for control of hazards and include appropriate warnings, hazards, and cautions required for safety critical operations.

- Training documents have been developed for the training of operating personnel, and emergency response personnel.
- Transportation and maintenance personnel have been properly trained and qualified regarding potentially hazardous operations.
- Emergency response agency personnel have been prepared to respond to emergency situations in or along the alignment system.
- Verify that testing associated with elimination of control of hazards has been completed.
- All security related issues have been addressed and resolved.
- Create a verification-tracking log to track all safety related closures that are not complete at the time of revenue operations.

An outline of the certification process is shown below. The process began with system design and continued through the start of revenue operation. The process is ongoing for continuous improvement.

- Identify those safety and security related elements to be certified
- Establish Safety & Security Design Criteria
- Prepare the Design Criteria Conformance Checklists
- Verify conformance with Design Criteria
- Prepare the Specification Conformance Checklists
- Verify conformance with Specifications
- Perform testing, training, and emergency response coordination
- Manage Integrated Testing
- Resolve all Open Items
- Perform Pre-Revenue Testing
- Approve completed checklists and issue Project Safety & Security Certificate

Each critical system element receives a written safety/security certificate. When all required system elements are certified, a system-wide safety/security certificate is issued along with a safety/security verification report. Final authority to approve certification of extensions for revenue service rests with the City Manager.

The City of Cincinnati and Southwest Ohio Regional Transit Authority certified the project in 2016. Formal safety certification is required for all new, extended, rehabilitated or modified systems or components including replacement vehicles and equipment. A complete program description can be found in the Safety and Security Certification Plan.

26.2. System Modifications

The City of Cincinnati ensures that safety concerns are addressed in modifications to the existing system by a formal process of notification to O&M Contractor. The O&M Contractor is responsible to coordinate changes to existing systems, including vehicles, trackway, signals, and switches. All changes are to be reflected in a modification log for each system or subsystem. Modifications or changes will be disseminated through various means and will follow the process laid out in Section 17.0 Management of Change Process.

26.3. Train Orders and Special Instructions

Operations personnel will be informed of changes or modifications through either Train Orders or Special Instructions. Permanent modifications or changes will be written into the Recertification program and be accepted as a normal condition of operation.

26.4. Memorandum

The O&M Contractor may elect to address modifications or changes to the System in memo form. The O&M Contractor will ensure that information posted has been read and understood by Operations personnel prior to operation through modified or changed system.

26.5. Tracking

The O&M Contractor is delegated the responsibility of ensuring that any hazards associated with system modifications of any kind are worked into the Hazard Management Process. Any accepted risks associated with system changes will be tracked from the outset.

26.6. Procurement

26.6.1. Overview

Procurement of new systems such as facilities, equipment, cars, and non-revenue vehicles or the modification of existing systems include safety requirements in specifications, design reviews, testing, configuration control and periodic safety evaluations. These procurements include consultation with the Chief Safety Officer to ensure basic system safety principles.

26.6.2. Program Responsibility

The City of Cincinnati will appoint a Project Engineer for new rail contracts and is responsible for all matters relating to this contract, except changes to the contract involving scope, cost or time. Such changes shall be made with the approval of the Project Engineer. The Maintenance Manager is also responsible for coordinating the effort to assure that all specifications to new streetcar vehicles, equipment, and parts meet the technical specifications and provisions in the document "Vehicle Technical Specifications".

26.6.3. Safety-Related Procurement Process and Procedures

For Rail the Maintenance Manager must approve modifications, or parts changes to any vehicle. The Safety Security Review Committee and Department of Traffic Engineering office will review modifications to original specifications; however, the Maintenance Manager has the authority to approve the purchase of parts manufactured by a non-OEM supplier. The Maintenance Manager maintains a change and modification record.

26.6.4. New or Modified Systems specifications

Basic safety and user requirements are included in procurement specifications and coordinated with appropriate departments. As new facility, system, or equipment specifications are proposed, responding contractors are required to resolve hazards in accordance with the established order of precedence:

- Design for Minimum Hazard. The major effort during the design phase of a contract shall be to select appropriate safety design features (e.g., fail-safe and redundancy).
- Safety Devices. Hazards, which cannot be eliminated through design, shall be reduced to an acceptable level through the use of appropriate safety devices.
- Warning Devices. Where it is not possible to preclude the existence or occurrence of a hazard, devices shall be employed for the timely detection of the condition and the generation of an adequate warning signal.
- Special Procedure. Wherever it is not possible to reduce the magnitude of an existing or potential hazard through design, or the use of safety and warning devices, the development of special procedures to control the hazard shall be required.

Specification includes the requirement that contractors who provide systems, subsystems, or equipment that affect safe movement of vehicles or passenger/employee safety, establish and maintain a safety program in accordance with the approved safety program plan which defines objectives, tasks, procedures, schedules, and data submittals for the safety activities that will be performed by the contractor. The contractor's safety program plan and supporting documentation is approved by the designated management representative subject to review by the Chief Safety Officer.

26.6.5. New or Modified Systems Safety design Reviews

Safety design reviews are an integral part of all acquisition processes for facilities, systems and equipment. Safety design reviews are conducted to assess the compliance of facility or equipment design with safety requirements in specifications and to ensure that the safety of existing equipment is not degraded by the addition of new facilities or equipment. Safety

reviews are normally carried out as an integral part of engineering design reviews coordinated by the Depratment of Transportation and Engineering.

26.6.6. New or Modified Systems Acceptance Testing and Inspection

Acceptance testing and inspections are included in procedures that assess compliance with the safety requirements of the procurement specification. The project manager verifies and certifies to the Chief Safety Officer that the modified system and facility documents are in compliance with the specified safety requirements for the issuance of the Final Certification Report.

27.Safety Risk Assessment

To assess risk Cincinnati Streetcar has adopted Military Standard 882-E. A comparative risk assessment process is utilized which is based on the principles, descriptions and definitions of MIL-STD-882E, but enhances the risk assessment and prioritization to include the cost of corrective action. The process codifies the hazard severity, hazard probability of occurrence and the cost of eliminating or controlling the hazard and rates each element using established hazard rating tables. The process then determines which hazards are unacceptable or undesirable based on their severity and probability of occurrence. The hazard severity, probability and cost combination for unacceptable and undesirable risk is then ranked on a Hazard Priority Rating Table whereby Cincinnati Streetcar Management can prioritize and allocate the resources available to eliminate or correct the unacceptable and undesirable hazards. For information about the safety risk assessment process see the Cincinnati Streetcar Hazard Management Plan

28.Safety Risk Mitigation

To reduce the likelihood and severity of consequences related to hazards Cincinnati Streetcar will employ the following risk mitigation strategies as appropriate: hazard elimination, reduction of risk through alteration, incorporation of engineered features or devices, provision of warning devices or the incorporation of signage, procedures, training and personal protective equipment. Safety risk mitigation may include more than one measure to achieve the most acceptable result. Any employed risk mitigation measure will be monitored for its effectiveness. This will be accomplished through regular review of performance measures and event reports to determine recurrence and (or) trends.

29.Safety Assurance

Safety Assurance, in SMS, gives Cincinnati Streetcar the ability to know if and how well our mitigations are working by providing key information for data-driven informed decision making,

by the collection and analysis of safety performance data, and the provision of timely safety performance information. Finally, it provides safety performance verification and validates the effectiveness of our safety risk mitigation activities. At Cincinnati Streetcar this is accomplished through safety performance monitoring and measurement as discussed in Section 30.

30.Safety Performance Monitoring and Measurement

Safety Performance Measurement is a subcomponent of SMS and there are three things that it accomplishes. First of all it provides critical indicators to Executive Management and any oversight authority. Secondly, it provides assurance that Cincinnati Streetcar is meeting is safety objectives. Thirdly, it provides assurance that SMS and safety risk controls are working as anticipated and if not a process is in place to continually improve. Cincinnati Streetcar monitors safety performance through the following activities: the Employee Safety Reporting Program, Service Delivery Activities and Operational and Maintenance Data. It also conducts safety surveys, safety audits and inspections and safety investigations.

30.1. Safety Data Acquisition

30.1.1. Roles and Responsibilities

The O&M Contractor has the responsibility to monitor the safety performance of operations. Safety data is collected and analyzed to determine if safety performance meets established safety goals. This data includes injuries to passengers, O&M Contractor personnel, public; potentially hazardous equipment failures; unacceptable hazardous conditions, and rules and procedure violations. A closed-loop reporting system for identifying and monitoring safety-related items has been established. To close out each incident, safety verification activities and results are reviewed and audited by the Chief Safety Officer or their designee.

30.1.2. Data Acquisition process

The O&M Contractor is responsible for information regarding accidents, incidents, hazardous conditions and operations are obtained from several different reporting mechanisms. These include, but are not limited to: Email and (or) text messages from the City, accident/incident reports, daily operations reports, employee occupational injury reports. Employees are also encouraged to bring any safety-related issues to the attention of managers and supervisors.

30.1.3. Data Analysis

Tracking of hazard related-data is used to identify trends. These trends are further analyzed and/or investigated to determine causal factors. This is accomplished by interviews with personnel in the affected department(s) and analysis of pertinent documentation. Identified hazards are submitted with corrective action recommendations or request for corrective action development.

30.1.4. Reports

Safety performance trend and analysis reports are provided to the Safety Security Review Committee for review and discussion. Safety Security Review Committee will receive safety trend and analysis reports relative to the area of interest. The reports are the basis for determining achievement of the ASP safety goals and objectives and formulation of safety performance goals/objectives for the coming year. The safety trend and analysis reports are also the basis for the annual safety performance report to ODOT. The annual report includes collision data, passenger and employee injury data, injury data affecting the public, program audit findings and trends, and corrective action plans. The annual report also describes the strategies for achievement of the stated safety and security objectives.

30.1.5. Accident and Incident Notification, Accident and Incident Investigation Plan and Reporting Procedures

For Accident and Incident Notification, Accident and Investigation Plans and Reporting Procedures see the Cincinnati Streetcar Accident Investigation Procedure.

31. Corrective Action Plans

Corrective Action Plans (CAP's) can be the result of safety events (e.g. accidents, near-miss incidents, auditing (internal or otherwise) and potentially National Transit Safety Board investigations. CAP's document the action taken and contain the following information: Identification of the hazard, deficiency, or root causes, action(s) being taken to resolve or mitigate the hazard or deficiency, implementation schedule for the CAP, the individual or department responsible for implementing the corrective action(s) and any other critical information deemed necessary by Cincinnati Streetcar or ODOT. CAP's must be approved by ODOT and tracked through resolution. For additional information please refer to the Cincinnati Streetcar Corrective Action Plan (CAP) Development, Tracking and Closeout Procedure Review and Approval Plan.

32. Emergency Management Program

32.1. Emergency Planning Responsibilities and Requirements

Annually, the Chief Safety Officer, or designee, will coordinate, conduct or participate in safety/security related drills and exercises with the City of Cincinnati, Hamilton County EMA, Department of Homeland Security, and other agencies, such as Cincinnati Fire and Cincinnati Police. The purpose of participation is to ensure that all potential emergency responders are familiar with equipment and property. Participation may include hands-on training, demonstrations, video demonstrations, hand-outs, or any other media. Minimally, emergency responder training will include basics of streetcar vehicle and system electrification,

familiarization with Streetcar operations and routing, and emergency entry methods into Streetcar vehicles.

32.2. Emergency Procedures and Plans

Cincinnati Streetcar has implemented several emergency response plans and procedures in support of Emergency Management including an Emergency Operations Plan (EOP). The purpose of the EOP is to ensure that in any event requiring emergency management there is effective coordination of response and restoration of normal operations between Cincinnati Streetcar personnel, First Responders and other responding organizations.

Please see the EOP for additional information.

32.3. Required Meetings

The Chief Safety Officer is responsible to annually establish on-going meetings with local emergency responders. These meetings will include, but are not limited to: a review of emergency management plans, preparation for drills and coordination of familiarization or refresher training with first responders.

32.4. Emergency Exercises and Evaluation

A program for effective joint training exercises and drills involving and other external agencies including local police, fire, and emergency management agencies is maintained by the system the Chief Safety Officer. The Chief Safety Officer uses the Homeland Security Exercise and Evaluation Program (HSEEP). This program includes the creation and use of tabletop exercises (TTX) and Full Scale Exercises (FSE). This program is followed annually and prior to opening new lines or as required.

Tabletop exercises involve presenting various emergency scenarios to teams of participants with the purpose of allowing the teams to discuss the appropriate response actions. Tabletop exercises are conducted to prepare Cincinnati Streetcar, law enforcement, and emergency response personnel to respond to emergencies involving transit passengers and equipment. Full Scale Exercises differ from tabletop exercises in that they involve utilizing actual equipment, facilities, and personnel together to form a full-scale mock emergency.

The purpose of these exercises is to demonstrate that participants understand their individual roles and responsibilities and are familiar with the equipment and layout of facilities. Drills involve local law enforcement and emergency response personnel and are indicative of the

types of emergencies typical of transit operations and services. Alternating exercises for natural and human caused scenarios is critical for satisfying federal requirements. Cincinnati Streetcar has adopted an after action review (AAR) with a lessons learned sharing system (LLS). The key element of the LLS is where an assigned person tracks the results of the AAR and incorporates the recommendations into policy, procedure, SOP, training or mitigation.

The O&M Contractor will implement new findings from tabletop and full scale exercises and will ensure that appropriate and timely employee training occurs, as necessary. Furthermore, to ensure that personnel are trained to perform satisfactorily during emergency conditions, annual recertification will incorporate discussion and refresher training regarding procedures, practices, actions, and responsibilities during emergency situations.

32.5. Employee Training

An important aspect of every employee's job is his or her individual responsibility for safety and security. As a result, develops, maintains, and updates the security-related training curriculum for all employees. Targeted security training incorporates such security and emergency management concepts as terrorism awareness, continuity of operations and the National Incident Management System (NIMS). Security-awareness training is required for all personnel and is considered an essential and proactive element of the security program. This program is administered by the O&M contractor, the operator or Cincinnati Streetcar. It is designed to reinforce security roles and responsibilities for all employees by doing the following:

- Preparing employees for the requirements of their jobs with appropriate security training.
- Increasing the level of security awareness throughout the organization.
- Reinforcing any applicable security policies and procedures, including standard operating procedures (SOPs).
- Providing each employee with an opportunity to take part in the security program by asking questions and voicing any concerns.
- Increasing employee understanding pertaining to the potential threats and vulnerabilities within the system and what measures can be taken to eliminate, control, mitigate, and prepare for those threats and vulnerabilities.

32.6. First Responder Familiarization Training

The Cincinnati Fire Department has hands-on familiarization for fire companies working in or will responding to emergencies on the alignment, which has been and will continue be provided on an as-needed basis coordinated by the Chief Safety Officer or Designee.

33. Internal Safety Audit Program

The purpose of internal system safety audits is to inform management if programs and activities are meeting planned and published requirements. Audits are authorized by management to verify compliance with requirements and policy. Elements of the Agency Safety Plan will be reviewed over a three year period. ODOT will be notified and presented with the review checklist thirty days prior to each review. The annual report must be submitted to ODOT each year. The Chief Safety Officer must certify compliance of the ASP each year or define the areas of non-compliance with an appropriate corrective action plan. An approved designee conducts system safety audits. The Chief Safety Officer is responsible for the direction of the audits. For information see the Cincinnati Streetcar Internal Audit Plan.

34. Rules Compliance

34.1. General

All Cincinnati Streetcar personel are responsible for the prevention of accidents, identification of hazards, and resolution of such hazards. Reports of all accidents, incidents, deficiencies and defects will be maintained by the Manager of the appropriate department

34.2. Review

34.2.1. Directives, Rules, and Standard Operating Procedures

The Streetcar Operators Rule Book, Standard Operating Procedures, Communications Center Procedures, Emergency Operating Procedures, Bulletins and Operating Orders all govern operations procedures during normal and abnormal conditions and are considered safety-critical documents. Additionally, the Maintenance Standard Operating Procedures govern maintenance practices (Inspection and Maintenance Manual). All of these documents are subject to configuration management and formal document control procedures.

34.3. Rule Book

The Streetcar Operators Rule Book is reviewed and analyzed annually, to ensure it provides for the safe operation of the system in normal, abnormal (e.g. brake failure, bypassed door) and emergency conditions, and to ensure compliance with appropriate governing bodies. Revisions to the Rule Book are done by the Streetcar General Manager, or designees annually, through the SSRC and submission to ODOT before implementation. All Streetcar Operators Rule Book revisions are tracked via a revision page that is updated following revisions. All are signed for by every operator and must be carried by them when operating streetcars.

34.4. Process for Ensuring Rules Compliance

The Rail Operational Safety Checks Program serves as the foundation for observing, correcting, and documenting safety related behaviors and activities. It is also used to re-enforce positive safety behaviors. Operations Managers/Supervisors and Training Instructors are responsible for conducting periodic field and on-board operations safety checks. Supervisors and Training Instructors travel along the right of way and/or board streetcars to observe and evaluate adherence to rules, policies and procedures, verbal or written instructions such as Train Operating Orders, and speed limit compliance. Operator safety checks are recorded on the "Supervisor Rail Safety Ride Check" and "Supervisor/Check forms. Operations Supervisors and Training Instructors are authorized to take appropriate and immediate actions if indicated by the situation. Each Streetcar Operator receives a monthly operations safety check.

The Cincinnati Streetcar General Manager organizes a program of unannounced safety inspections and field observations. All members of the senior management team participate in at least one such inspection every calendar month. These Safety Inspections and Field Observations fortify the safety processes, procedures and plans we have been implemented for Streetcar Operators, Operations Control personnel, Wayside personnel, Streetcar Technicians, and Facilities Maintenance personnel.

The results of Safety Checks will be reported to the Chief Safety Officer, or Designee, for incorporation into the Hazard Management Plan.

34.5. Systems Inspections

An essential element of the System Program is regular inspection of all system elements that can affect safe operation. Major elements in the system that directly affect safety are: vehicles, right of way, overhead power distribution, signal system, and streetcar stations and facilities. Preventive maintenance activities on wayside equipment and other safety critical equipment are performed in accordance with manufacturers' recommended practice and the APTA Manual of Standards and Recommended Practices for Transit Systems and are documented. Checklists are used in conducting inspections of facilities and equipment. See the Cincinnati Streetcar Maintenance Plan, Revision 5 for additional information including checklists utilized.

34.6. Coordination with Hazard Management Process

Deficiencies noted during inspections are logged into Cincinnati Streetcars asset management system and submitted for repair or corrective action to applicable managers. The Chief Safety Officer receives copies of all deficiency reports for tracking through the Hazard Management process. The adequacies of control measures for safety critical equipment and systems are evaluated to ensure the proper corrective actions are in place to control potentially hazardous conditions to passengers, employees, and the general public.

34.7. Resolution of Audit/Inspection Findings

Safety critical equipment that does not meet established requirements is removed from service and/or tagged or locked-out. Vehicles or equipment involved in accidents are inspected by qualified personnel prior to being placed back into service

34.8. Compliance with Local, State and Federal Safety Requirements

The City of Cincinnati is committed to the safety and health of its employees and contractors who work within the system. Additionally, the City of Cincinnati ensures a safe and healthy work environment through adherence to all applicable Federal standards, BWC standards and local codes. The O&M Contractor ensures that employees are aware of job related hazards through training, posters and notices located in affected areas. Employees will receive appropriate training when new materials, chemicals, or potentially hazardous materials are brought into their working environment.

The O&M Contractor, in coordination with the Chief Safety Officer, evaluates and creates solutions to ensure that employees are educated to potential hazards in their working environment. Procedures and practices employed to minimize exposure to workplace conditions that may jeopardize their safety and health are periodically reviewed and updated.

34.9. Working On or Near Transit Controlled Property

34.9.1. Contractor and Non-Transit Agency Personnel

All Contractors and Non-Transit Agency Personnel must have a Track Access Permit to perform work on or near the alignment. Furthermore, all Contractor and Non-Agency Personnel must complete a safety orientation as part of the permitting process

34.9.2. Employees

All employees who work on or near the rail alignment will receive safety training during New Hire Orientation or any time there is a change on the alignment.

34.10. Hazardous Materials Program

The goal of any Occupational, Safety and Health Program is to ensure a safe work environment free from recognized hazards. To that the Hazardous Materials Program places emphasis on recognition, evaluation, and control of material hazards arising in and from the occupational environment. Several tools are employed which include, but are not limited to: Industrial Hygiene surveys, Job Hazard Analysis, chemical inventories and employee training. There is one standard operating procedure that that governs the Hazardous Materials Program: Cincinnati Streetcar Hazard Communication Program.

34.11. Responsibility

34.11.1. Chief Safety Officer

The Chief Safety Officer is responsible for maintaining and communicating the expectations within this procedure and ensuring the program is adequate. At least annually, the Chief Safety Officer or designee will conduct an audit of the HCP and update the program as necessary.

34.12. O & M Contractor

The O & M Contractor is responsible for ensuring that personnel and sub-contractors comply with all Safety and Environmental programs.

34.13. Hazardous Materials Process

A chemical inventory is conducted annually. The results of this inventory are documented in the Chemical Inventory List (CIL). During this task chemicals are identified and evaluated based upon their Safety Data Sheet. Other tools may be used to identify hazardous materials such as industrial hygiene surveys and Job Hazard Analysis.

34.14. Drug and Alcohol Program

34.14.1. Overview

All drug and alcohol testing for employees classified as "safety sensitive" is covered by the Drug and Alcohol policy. All drug and alcohol testing for Cincinnati Streetcar employees classified as "safety sensitive" is covered by the O &M Contractor Drug and Alcohol program.

34.14.2. Decision Tree

The Drug Testing Decision Tree is used by supervisory personnel to make drug-testing determinations following all accidents involving employees. The completed form will be forwarded to the Drug and Alcohol Test Program Administrator.

34.14.3. Compliance

FTA drug testing regulations require that all supervisors must undergo a minimum of sixty minutes of training on the signs and symptoms of drug use before they are qualified to make reasonable suspicion determination. A similar provision in the FTA alcohol testing regulation requires supervisors to undergo an additional sixty minutes of training on the signs and symptoms of alcohol use. The Drug and Alcohol Program Manager will ensure supervisory staff meet these minimum qualifications and will provide or arrange for refresher training when requested.

34.14.4. Program Responsibility

The O & M Contractor has primary responsibility for administering the Drug and Alcohol Program.

34.14.5. Drug and Alcohol Abuse Program

For Cincinnati Streetcar the O & M Contractor has primary responsibility for administering the Substance Abuse Testing Program in accordance with 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs and 49 CFR Part 655: Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations.

35.Operational and Maintenance Procedure Compliance Monitoring

The Streetcar Operator Rule book, Standard Operating Procedures, Operations Control Procedures, Emergency Operating Procedures, and Bulletins all govern operations procedures during normal and abnormal conditions and are considered safety-critical documents. Additionally, the Maintenance Standard Operating Procedures govern maintenance practices (Inspection and Maintenance Manual). All of these documents are subject to configuration management and formal document control procedures. Operations Supervisors conduct audits to ensure compliance of rules and procedures. This is accomplished through service audits. Safety performance issues are documented and tracked to determine if remedial action is required.

The Maintenance Department is responsible for facility and equipment inspections of facilities and infrastructure. These safety inspections include: Life safety (alarm, fire doors and carbon monoxide monitoring), suppression systems and equipment lifts (portable and fixed). Streetcars are maintained at a minimum in accordance with manufacturer recommendations or at a higher level. A majority of the preventative maintenance intervals are time driven based. Maintenance is tracked and coordinated through time schedules, which are maintained by the maintenance personnel through the use of Maintenance Information Systems software. All maintenance is scheduled through work orders and completed within a twenty-percent requirement of the schedule maintenance activity. The Maintenance department maintains a Quality Assurance Program to ensure audits and inspections are conducted. See the Cincinnati Streetcar Management Plan

36.Risk Mitigation Monitoring

The purpose of Risk Mitigation monitoring is to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended. At Cincinnati Streetcar this is accomplished though safety performance monitoring.

37.Safety Event Investigation

Safety Events are investigated in the context in which they occur. Collision events are investigated by qualified investigators. For more information see the Cincinnati Streetcar Accident and Incident Investigation Procedure

38.Management of Change

Change management is activities through which Cincinnati Streetcar ensures that any changes or proposed changes don't introduce new hazards, and if changes have introduced new hazards, measures to mitigate their potential consequences are instituted.

The process for identifying and assessing changes is contained in the Cincinnati Streetcar Configuration Management Plan. The purpose of configuration management plan is to ensure that changes to safety-critical systems and subsystems are reviewed prior to implementation. This assures there are a set of practices and procedures of identifying all components and their relationship in a dynamic and continually evolving system for the purpose of maintaining integrity, traceability and control over change throughout the cradle to grave lifecycle of the component. These practices will ensure that appropriate personnel have been provided accurate reference documentation for maintaining components and any modifications to components are properly and systematically documented. A change in configuration refers to a modification that may result in a change to physical and/or operational features of any asset.

For additional information see the Cincinnati Streetcar Configuration Management Change Procedure.

39.Continuous Improvement

Continuous improvement is a process in which Cincinnati Streetcar works towards revising current processes in response to changing needs, operational environment, or standards. In the case of safety this is accomplished through monitoring and evaluation of SMS performance to ensure we meet our safety performance targets. This is accomplished through internal/external audits and self-assessments.

40.Safety Promotion

Safety Promotion improves safety performance by increased awareness through communication and training. It also displays continuous management commitment to communication. In fact, one of management's most important responsibilities of management is to encourage and motivate others to want to communicate openly, authentically, and without concern of reprisal. Training also documents executive management responsibilities to

allocate resources to training and maintain the relationship between safety training and safety risk management and safety assurance.

41.Training and Certification Program

Safety training is conducted on equipment. Operating Rules and Standard Operating Procedures (SOP'S) will be prepared by the O&M Contractor and provided to all operating personnel. The O&M Contractor oversees the formulation of training programs and records, S.O.P.s, and Rules and maintains all records, which are kept at the streetcar office. The City of Cincinnati commits to continuous training for the Streetcar Director, Chief Safety Officer and Transit Coordinator.

41.1. City of Cincinnati

The Streetcar Director, Chief Safety Officer and Transit Coordinator will attend TSA sponsored classes provided by the U.S. Department of Transportation's Transportation Safety Institute (TSI). The Public Transportation Safety Certification Training Program (PTSCTP) requires that the 4 classes be completed over a 3 year period. When completed, this training results in a certificate for the Transit Safety and Security Program (Transit Rail Program).

41.2. Rail Vehicle Operators

All Streetcar Operators will be required to successfully completed streetcar operations training program prepared by the O&M Contractor and approved by the SSRC, ODOT, and the City of Cincinnati.

All new Streetcar Operators are given the Streetcar Operator Training Course. This course covers Standard Operating Procedures and Operator Rules that govern the Streetcar alignment and operation. Operators are issued manuals for safe operation and troubleshooting of Streetcar vehicles.

New Streetcar Operators are also evaluated by established Operators using an Observation Report Form. New Operators must meet criteria satisfactorily or will receive additional training. O&M Contractor, on a separate occasion prior to certification, will determine whether the Operator demonstrates safe control of the Streetcar or needs additional training. Each Operator is certified with both written and practical testing to validate operational readiness.

41.2.1. Extensions and Major Modifications

Updated training materials will be developed under coordination by the General Manager, Operations and Safety Manager, Maintenance Manager, and Streetcar Supervisors prior to the

opening of any new rail extension or major modification to the existing Streetcar line. Operations personnel will be certified by written and practical testing.

41.2.2. **Rail Vehicle Operator Compliance**

Streetcar Operators are subject to periodic in-service evaluations by Streetcar Supervisors who monitor their compliance to rules and procedures outlined in the Rule Book and S.O.P. manual. The Supervisor completes an Observation Report Form after completion of the in-service evaluation and will review the information in the report with the Operator. Operators observed violating any rule or procedure are subject to progressive discipline. The O&M Contractor will maintain a Rule Violation Log that chronicles violations each month and administers all disciplinary actions, retraining, re-instructions, and determines the consequence to rule violations.

41.3. Maintenance

Maintenance requirements, methods and procedures of equipment and systems described in manuals, handbooks, and other documentation developed for the training and certification of maintenance personnel. Use of personal protective equipment (PPE), emergency equipment, and safety instruction are included within the training program.

Maintenance personnel who are required to operate Streetcars, hi-rail equipment, heavy equipment, or other specialized vehicles/equipment/apparatus are certified by both written and practical testing in order to document the employee's knowledge of safety and operating procedures and skill in the proper and safe operation and procedures.

41.4. Refresher Training

41.4.1. **Rail Vehicle Operators**

Annually, each Operator is given a refresher course on the rules and procedures and will re-certify with written and practical testing. The re-certification may consist of one or more of the following: a quiz, a checklist, a test, and a demonstration of troubleshooting techniques. Any person who fails the annual examination is given special retraining

41.4.2. **Maintenance Personnel**

Annually, each employee will re-certify in the proper and safe use of the equipment/vehicles with written and practical testing. Each person who fails the annual examination is given special retraining

41.5. Contractor Training

Construction safety and project management is privately contracted in accordance with City of Cincinnati procedures. Contractors must first seek approval, in writing, to perform work on or near property and infrastructure.

Contractors will contact the City to apply for a Track Access Permit for rail-related projects. The request is forwarded to the O&M Contractor for review. Contractor requests must be submitted, at minimum, one week in advance of scheduled work. Once approved, the O & M Operations Manager will provide a Track Access Permit to the requesting party. The Access Permit details the work to be performed, the time the work will be performed, and contact information for the on- site contractor Supervisor. The City of Cincinnati will receive a copy of the access permit.

The O&M Contractor must ensure that the requesting party abides by the safety requirements established by Cincinnati Streetcar. Requirements include, but are not limited to: reflective safety vests, proper hand signaling to Streetcar Operators, and understanding of inherent dangers of the live and hot overhead contact system.

Contractors are required to attend safety certification classes prior to approval and issuance of a Track Access Permit; this requirement depends on the work request. The O&M Contractor will make arrangements for contractors to attend such classes and receive certification prior to the approval and issuance of an Access permit, when necessary.

42.Recordkeeping

Per 49 CFR Part 673.31 Cincinnati Streetcar must maintain the documents utilized to create the Agency Safety Plan, including those related to the implementation of the Safety Management System (SMS), and results from SMS processes and activities. Cincinnati Streetcar must also must maintain documents (e.g. procedures, plans) that are included in whole, or by reference, that describe the programs, policies, and procedures that are used to carry out the Agency Safety Plan. These documents will be made available upon request by the Federal Transit Administration or other Federal entity, or the Ohio Department of Transportation State Safety Oversight. All of these documents require a minimum retention of three years after creation.

43.References

49 CFR 673 – Final Rule
Cincinnati Streetcar Safety Security Review Committee procedure
Cincinnati Streetcar Configuration Management Change Procedure
Cincinnati Streetcar Hazard Management Plan
Cincinnati Streetcar Internal Audit Plan
Cincinnati Streetcar Accident and Incident Investigation Procedure
Cincinnati Streetcar Corrective Action Plan (CAP) Development, Tracking and Closeout Procedure Review and Approval Plan
Cincinnati Streetcar Maintenance Plan

Appendix A

Definitions of Special Terms Used in the Safety Plan

Accident means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.

Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Chief Safety Officer means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities, unless the Chief Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Consequence *means a potential outcome of a safety hazard*

Equivalent Authority means an entity that carries out duties similar to that of a Board of Directors, for a recipient or sub recipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or sub recipient's Public Transportation Agency Safety Plan.

Event means any Accident, Incident, or Occurrence.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident means an event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Rail fixed guideway public transportation system means any fixed guideway system that uses rail, is operated for public transportation, is within the jurisdiction of a State, and is not subject to the jurisdiction of the Federal Railroad Administration, or any such system in engineering or construction. Rail fixed guideway public transportation systems include but are not limited to rapid rail, heavy rail, light rail, monorail, trolley, inclined plane, funicular, and automated guideway.

Rail transit agency means any entity that provides services on a rail fixed guideway public transportation system.

Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Deficiency *means a condition that is a source of hazards and/or allows perpetuation of the hazards in time.*

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive means a Chief Safety Officer or an equivalent.

Safety performance target means a Performance Target related to safety management activities.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety risk assessment means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury means any injury which:

(1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received;

(2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);

(3) Causes severe hemorrhages, nerve, muscle, or tendon damage;

(4) Involves any internal organ; or

(5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small public transportation provider means a recipient or sub recipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.
State of good repair means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

Transit agency means an operator of a public transportation system.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

List of Acronyms Used in the Safety Plan

ASP – Agency Safety Plan

SSRC – Safety Security Review Committee

MOF – Maintenance Operations Facility

MPO – Metropolitan Planning Organization

OKI – Ohio Kentucky Indiana council of governments

City Council Resolution

Reserved for formal resolution

Cincinnati Streetcar Safety Management Policy Statement

Cincinnati Streetcar recognizes that the management of safety is a core value of our business. The management team at Cincinnati Streetcar will embrace the Safety Management System and is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety of our employees, customers, and the general public. All levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees. Cincinnati Streetcar is committed to:

- Communicating the purpose and benefits of the Safety Management System to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the employee reporting system. After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system, unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establishing safety performance targets that are realistic, measurable, and data driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

Signature by the Accountable Executive

_____ Date 8/12/21

Signature by the Chief Safety Officer

Paul Conway

_____ _____ Date_7/30/2021

city of CINCINNATI

Interdepartment Correspondence Sheet

September 1, 2021

To: Mayor and Members of City Council 202102658

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Fifth Third Bank Munchkin Arm & Hammer Diaper Pails In-Kind Donation**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to accept an in-kind donation from Fifth Third Bank of 27 new Munchkin Arm & Hammer diaper pails valued at up to $810, for use by the Cincinnati Health Department's Tobacco Free Living Program, for the purpose of providing incentives to pregnant Cincinnati citizens and educating them on the harmful effects of tobacco use before, during and post pregnancy.

This Emergency Ordinance would authorize the City Manager to accept an in-kind donation from Fifth Third Bank of 27 new Munchkin Arm & Hammer diaper pails valued at up to $810, for use by the Cincinnati Health Department's Tobacco Free Living Program, for the purpose of providing incentives to pregnant Cincinnati citizens and educating them on the harmful effects of tobacco use before, during and post pregnancy.

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

This Emergency Ordinance is in accordance with the Sustain goal to "Become a healthier Cincinnati" as described on page 181 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept the donation during the time period that Fifth Third Bank is making the diaper pails available to the City of Cincinnati.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

PLAN CINCINNATI

E M E R G E N C Y

CFG

-2021

AUTHORIZING the City Manager to accept an in-kind donation from Fifth Third Bank of 27 new Munchkin Arm & Hammer diaper pails valued at up to $810, for use by the Cincinnati Health Department's Tobacco Free Living Program, for the purpose of providing incentives to pregnant Cincinnati citizens and educating them on the harmful effects of tobacco use before, during, and post pregnancy.

WHEREAS, Fifth Third Bank intends to donate 27 new Munchkin Arm & Hammer diaper pails to the Cincinnati Health Department's Tobacco Free Living Program, to provide incentives to pregnant Cincinnati citizens and educate them on the harmful effects of tobacco use before, during, and post pregnancy; and

WHEREAS, the value of the donation is approximately $810; and

WHEREAS, there are no new FTEs or local match associated with acceptance of this donation; and

WHEREAS, this ordinance is in accord with the "Sustain" goal to "Become a healthier Cincinnati" as set forth on page 181 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept an in-kind donation from Fifth Third Bank of 27 new Munchkin Arm & Hammer diaper pails valued at up to $810, for use by the Cincinnati Health Department's Tobacco Free Living Program, for the purpose of providing incentives to pregnant Cincinnati citizens and educating them on the harmful effects of tobacco use before, during, and post-pregnancy.

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

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

the immediate need to accept the donation during the time period that Fifth Third bank is making the diaper pails available to the City of Cincinnati.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

September 1, 2021

To: Mayor and Members of City Council 202102659

From: Paula Boggs Muething, City Manager

Subject: **Ordinance – Cincinnati Fire Department Marathon Petroleum In-Kind Donation**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to accept an in-kind donation from Marathon Petroleum of equipment valued at up to $4,100 for use by Cincinnati Fire Department Fire Boat 3 and Heavy Rescue companies.

Approval of this Ordinance authorizes the City Manager to accept an in-kind donation from Marathon Petroleum of equipment valued at up to $4,100 for use by Cincinnati Fire Department Fire Boat 3 and Heavy Rescue companies.

Marathon Petroleum has offered to donate equipment, including two ResQmax Rope Launchers, to be used primarily for water rescue situations as well as providing tactical access to facilities.

This donation does not require additional FTE or matching funds.

This Ordinance is in accordance with the "Sustain" goal to "manage our financial resources" as described on page 199 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment

PLAN CINCINNATI

KKF

- 2021

AUTHORIZING the City Manager to accept an in-kind donation from Marathon Petroleum of equipment valued at up to $4,100 for use by Cincinnati Fire Department Fire Boat 3 and Heavy Rescue companies.

WHEREAS, Marathon Petroleum has offered to donate equipment, including two ResQmax Rope Launchers, to the Cincinnati Fire Department Fire Boat 3 and Heavy Rescue Companies, to be used primarily for water rescue situations as well as providing tactical access to facilities; and

WHEREAS, the value of the donation is up to $4,100; and

WHEREAS, there is no local match required and no FTEs are associated with this donation; and

WHEREAS, this ordinance is in accordance with the "Sustain" goal to "manage our financial resources" as described on page 199 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept an in-kind donation from Marathon Petroleum of equipment valued at up to $4,100 for use by Cincinnati Fire Department Fire Boat 3 and Heavy Rescue companies.

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

September 1, 2021

To: Mayor and Members of City Council 202102660

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Cincinnati Park Board Commissioner's Fund Donation**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to accept and appropriate a donation totaling $500,000 from the Cincinnati Park Board Commissioner's Fund for the purpose of purchasing horticultural supplies, executing maintenance contracts, providing staff reimbursements, acquiring Krohn gift shop inventory, and providing resources for other vital costs associated with running the City's parks; and AUTHORIZING the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

This Emergency Ordinance would authorize the City Manager to accept and appropriate a donation totaling $500,000 from the Cincinnati Park Board Commissioner's Fund. The purpose of the funding is to provide support for purchasing horticultural supplies, executing maintenance contracts, providing staff reimbursements, acquiring Krohn Conservatory gift shop inventory, and providing resources for other vital costs associated with running the City's parks.

This Emergency Ordinance would also authorize the Finance Director to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

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

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

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

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

E M E R G E N C Y

CFG

- 2021

AUTHORIZING the City Manager to accept and appropriate a donation totaling $500,000 from the Cincinnati Park Board Commissioner's Fund for the purpose of purchasing horticultural supplies, executing maintenance contracts, providing staff reimbursements, acquiring Krohn gift shop inventory, and providing resources for other vital costs associated with running the City's parks; and AUTHORIZING the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

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

WHEREAS, acceptance of a donation totaling $500,000 from the Cincinnati Park Board Commissioner's Fund will enable the Cincinnati Parks Department to purchase horticultural supplies, execute maintenance contracts, provide staff reimbursements, acquire Krohn gift shop inventory, and provide resources for other vital costs associated with running the City's parks; and

WHEREAS, the Cincinnati Board of Park Commissioners has approved the use of $500,000 and requested the distribution of the resources from the Park Board Commissioner's Fund; and

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

WHEREAS, the acceptance of the donation is in accordance with the "Sustain" goal to "preserve our natural and built environment" and strategy to "protect our natural resources," as described on pages 193 – 196 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and appropriate a donation totaling $500,000 from the Cincinnati Park Board Commissioner's Fund to purchase horticultural supplies, execute maintenance contracts, provide staff reimbursements, acquire Krohn gift shop inventory, and provide resources for other vital costs associated with running the City's parks.

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

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

September 1, 2021

To: Mayor and Members of City Council 202102661

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance – LSLRP Assessment for Private Lead Service

Attached is an Emergency Ordinance captioned:

> **LEVYING** assessments for the unpaid costs of private lead service line replacements installed at various locations by the City of Cincinnati's Greater Cincinnati Water Works through its Lead Service Line Replacement Program in accordance with Cincinnati Municipal Code Sections 401-127 through 401-135 and as set forth in the attached Exhibit 1.

As part of the Greater Cincinnati Water Works' ("GCWW") ongoing Lead Service Line Replacement Program (LSLRP), property owners within the City contracted for lead service line replacement by GCWW at their properties and agreed to pay a portion of the cost of the lead line replacement. This Emergency Ordinance authorizes the levying of assessments for the unpaid costs of the private lead service line replacement as part of the property owners' tax assessment and in accordance with the terms of the lead service line replacement contract. Exhibit 1 to the Emergency Ordinance represents a list of the properties for which assessments are to be levied.

The reason for the emergency is the immediate need to authorize the Clerk of Council to certify the assessments by the Hamilton County Auditor's September 30, 2021, deadline for 2022 assessments to real estate.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew M. Dudas, Budget Director
Karen Alder, Finance Director
Cathy B. Bailey, Executive Director/Greater Cincinnati Water Works

Attachment

E M E R G E N C Y

ALA

- 2021

AMENDING Ordinance 265-2020 to correct a clerical error in Exhibit 1 to the ordinance so that the list of properties to be assessed the unpaid costs of the private lead service line replacement is complete.

WHEREAS, on August 5, 2020, Council approved Ordinance 265-2020 levying assessments for the unpaid costs of private lead service line replacements undertaken at various locations by the City of Cincinnati Greater Cincinnati Water Works through its Lead Service Line Replacement Program in accordance with Cincinnati Municipal Code Sections 401-127 through 401-135; and

WHEREAS, Exhibit 1 to Ordinance 265-2020 listed the properties to be assessed for the unpaid costs of the private lead service line replacements undertaken at various locations by the City of Cincinnati Greater Cincinnati Water Works through its Lead Service Line Replacement Program; and

WHEREAS, through a clerical error an incomplete copy of Exhibit 1 was transmitted to the Clerk of Council; and

WHEREAS, Ordinance 265-2020 must be amended to substitute the attached Exhibit 1, which is a complete copy of the assessments levied upon the real property for the unpaid costs of the private lead service line replacements for FY 2020; now, therefore,

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

Section 1. That Ordinance 265-2020, approved by Council on August 5, 2020, is hereby amended to substitute the attached Exhibit 1 for the incomplete Exhibit 1 attached to Ordinance 265-2020.

Section 2. That all terms of Ordinance No. 265-2020 not amended by this ordinance remain in full force and effect.

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

emergency is the immediate necessity to authorize the Clerk of Council to substitute the attached Exhibit 1 for the incomplete Exhibit 1 attached to Ordinance 265-2020 in order to correct the legislative record on file with the Clerk of Council.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

AFFIDAVIT

STATE OF OHIO)
) **ss:**
COUNTY OF HAMILTON)

Re: Certification of Lead Service Line Replacement costs (CMC 401-133 and -135 and ORC 729.06)

Now comes Leslie Moening and after being duly cautioned and sworn, states that the following is true and based upon her own knowledge and belief:

1. I am employed by the City of Cincinnati and serve in the position of Lead Program Manager of the Greater Cincinnati Water Works (GCWW) of the City of Cincinnati.

2. Pursuant to the Cincinnati Municipal Code (CMC) sections 401-133 and -135, the City of Cincinnati, through GCWW has the authority to notify the owner in writing of the requirement to replace the private lead service line.

3. Exhibit A, attached hereto and incorporated herein by reference, contains a list of properties and their owners who were either served with notices to replace their private Lead Service Line or who waived such notice and who executed agreements with GCWW to replace the private lead service line on the property and for owner to pay its share of costs incurred by GCWW.

4. Pursuant to the agreements and CMC 401-135, GCWW has completed the lead service line replacement work on the properties listed in Exhibit A and billed the property owner for their share of the replacement costs. The due date on the bills for each of the listed properties has passed.

5. CMC 401-135 provides, that GCWW shall certify any unpaid amounts to the City Treasurer in an affidavit with the following information as detailed in Exhibit A: the number of tax years over which the amount shall be collected, the amounts to be assessed in each semianual assessment, the date the costs were incurred, the address and parcel number(s) of the property served by the replaced service line and the name of the property owner of record at the time the costs were incurred.

6. Following approval of the assessments by ordinance, CMC 401-135 authorizes the Clerk of Council to certify the assessments to the Hamilton County Auditor for placement upon the tax list and duplicate for the relevant property.

7. I hereby certify the amounts and information listed on Exhibit A to the City Treasurer, and request that upon approval of ordinance that the Clerk of Council certify the listed assessments to the Hamilton County Auditor for placement upon the tax list and duplicate.

FURTHER, AFFIANT SAITH NAUGHT.

Leslie Moening
LESLIE MOENING,

Sworn to before me and in my presence this 18th day of August, 2021.

Notary Public – State of Ohio

NOTARIAL SEAL STATE OF OHIO

Daniel J. Schlueter, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

{00289926-1}

Exhibit A to Affidavit

					Assessment Payment schedule														
	Parcel #	Address	Assessment Years	Assessment Amount	2022		2023		2024		2025		2026		2027	2028	2029	2030	2031
1	218-0A58-0080-00	106 JUERGENS AVE	5	$1,673.40	167.34	167.34	167.34	167.34	167.34	167.34	167.34	167.34	167.34	167.34					
2	019-0002-0015-00	1170 HERSCHEL AV	5	$1,856.40	185.64	185.64	185.64	185.64	185.64	185.64	185.64	185.64	185.64	185.64					
3	179-0077-0154-00	1243 AMANDA	5	$1,727.40	172.74	172.74	172.74	172.74	172.74	172.74	172.74	172.74	172.74	172.74					
4	043-0001-0012-00	1254 GRACE AVE	5	$2,146.80	214.68	214.68	214.68	214.68	214.68	214.68	214.68	214.68	214.68	214.68					
5	221-0019-0307-00	1319 VANDALIA AVENUE	5	$1,500.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00					
6	221-0019-0039-00	1409 BOYD STREET	5	$1,500.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00					
7	081-0004-0448-00	1428 REPUBLIC STREET	5	$1,200.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00					
8	081-0004-0035-00	1507 REPUBLIC STREET	5	$1,200.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00					
9	196-0024-0080-00	1522 PULLAN AVENUE	5	$1,500.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00					
10	055-0002-0061-00	1539 MERRIMAC STREET	5	$1,650.00	165.00	165.00	165.00	165.00	165.00	165.00	165.00	165.00	165.00	165.00					
11	054-0006-0058-00	1541 RUTH AVE	5	$1,059.00	105.90	105.90	105.90	105.90	105.90	105.90	105.90	105.90	105.90	105.90					
12	193-0003-0173-00	1614 COOPER ST	5	$1,475.40	147.54	147.54	147.54	147.54	147.54	147.54	147.54	147.54	147.54	147.54					
13	234-0001-0046-00	1636 LARCH AVE	5	$1,380.00	138.00	138.00	138.00	138.00	138.00	138.00	138.00	138.00	138.00	138.00					
14	056-0002-0016-00	1865 MADISON ROAD	5	$3,500.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00					
15	053-0004-0001-00	1904 POGUE AVENUE	5	$1,875.00	187.50	187.50	187.50	187.50	187.50	187.50	187.50	187.50	187.50	187.50					
16	054-0002-0080-00	1933 FAIRFAX AVE	5	$1,086.00	108.60	108.60	108.60	108.60	108.60	108.60	108.60	108.60	108.60	108.60					
17	245-0006-0045-00	22 WOODSDALE AVE	5	$1,893.00	189.30	189.30	189.30	189.30	189.30	189.30	189.30	189.30	189.30	189.30					
18	088-0007-0004-00	220 DORCHESTER AVE	5	$1,494.00	149.40	149.40	149.40	149.40	149.40	149.40	149.40	149.40	149.40	149.40					
19	165-0001-0024-00	221 TWAIN AVE	5	$728.40	72.84	72.84	72.84	72.84	72.84	72.84	72.84	72.84	72.84	72.84					
20	100-0001-0330-00	2321 FLORA STREET	5	$1,200.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00					
21	100-0001-0316-00	2346 FLORA STREET	5	$1,200.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00					
22	211-0069-0008-00	3036 LISCHER AVE	5	$1,869.00	186.90	186.90	186.90	186.90	186.90	186.90	186.90	186.90	186.90	186.90					
23	189-0023-0064-00	3064 SIDNEY AVE	5	$1,433.40	143.34	143.34	143.34	143.34	143.34	143.34	143.34	143.34	143.34	143.34					
24	189-0023-0032-00	3072 HENSHAW AV	5	$1,927.80	192.78	192.78	192.78	192.78	192.78	192.78	192.78	192.78	192.78	192.78					
25	054-0001-0076-00	3111 FAIRFIELD AVE	5	$2,444.00	244.40	244.40	244.40	244.40	244.40	244.40	244.40	244.40	244.40	244.40					
26	211-0070-0100-00	3146 DAYTONA AVE	5	$1,868.40	186.84	186.84	186.84	186.84	186.84	186.84	186.84	186.84	186.84	186.84					
27	125-0001-0043-00	3243 ORION AVE	5	$1,893.60	189.36	189.36	189.36	189.36	189.36	189.36	189.36	189.36	189.36	189.36					
28	023-0003-0141-00	3300 ROYAL PL	5	$1,073.40	107.34	107.34	107.34	107.34	107.34	107.34	107.34	107.34	107.34	107.34					
29	054-0005-0030-00	3311 HACKBERRY STREET aka 3309 Hackberry	5	$2,500.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00					
30	046-0008-0062-00	3319 EASTSIDE AVE	5	$2,083.80	208.38	208.38	208.38	208.38	208.38	208.38	208.38	208.38	208.38	208.38					
31	046-0008-0075-00	3320 EASTSIDE AVE	5	$2,038.80	203.88	203.88	203.88	203.88	203.88	203.88	203.88	203.88	203.88	203.88					
32	100-0001-0291-00	345 ADA STREET	5	$1,200.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00					
33	038-0A03-0118-00	3516 ERIE AVENUE aka 3514 Erie	5	$1,500.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00					
34	093-0001-0022-00	36 E HOLLISTER ST aka 38 E. Hollister	5	$1,077.00	107.70	107.70	107.70	107.70	107.70	107.70	107.70	107.70	107.70	107.70					
35	042-0A01-0071-00	3692 KENDALL AVE	5	$1,872.00	187.20	187.20	187.20	187.20	187.20	187.20	187.20	187.20	187.20	187.20					
36	027-0002-0093-00	3723 SACHEM AVE	5	$1,910.40	191.04	191.04	191.04	191.04	191.04	191.04	191.04	191.04	191.04	191.04					
37	109-0003-0012-00	3910 WINDING WY	5	$2,106.60	210.66	210.66	210.66	210.66	210.66	210.66	210.66	210.66	210.66	210.66					
38	115-0007-0043-00	3972 ROSE HILL AVENUE	5	$900.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00					
39	115-0007-0031-00	3987 ROSE HILL AVENUE	5	$900.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00					
40	111-0002-0014-00	4088 ROSE HILL AVENUE	5	$900.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00					
41	221-0019-0163-00	4150 CHAMBERS STREET	5	$1,300.00	130.00	130.00	130.00	130.00	130.00	130.00	130.00	130.00	130.00	130.00					
42	196-0026-0046-00	4225 TURRILL ST	5	$1,667.40	166.74	166.74	166.74	166.74	166.74	166.74	166.74	166.74	166.74	166.74					
43	221-0020-0077-00	4233 CHAMBERS STREET	5	$1,500.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00					
44	221-0020-0075-00	4237 CHAMBERS ST	5	$941.40	94.14	94.14	94.14	94.14	94.14	94.14	94.14	94.14	94.14	94.14					
45	196-0024-0060-00	4312 BEECH HILL AVENUE	5	$1,500.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00					
46	098-0006-0014-00	438 ADA STREET	5	$1,200.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00					
47	178-0028-0091-00	536 MT HOPE	5	$1,651.80	165.18	165.18	165.18	165.18	165.18	165.18	165.18	165.18	165.18	165.18					
48	234-0002-0036-00	5730 LANTANA AVENUE	5	$1,000.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00					

49	006-0001-0010-00	5912 KELLOGG AVE	5	$2,470.00	247.00	247.00	247.00	247.00	247.00	247.00	247.00	247.00	247.00	247.00									
50	229-0002-0002-00	6116 BELLEAIR PI	5	$1,704.60	170.46	170.46	170.46	170.46	170.46	170.46	170.46	170.46	170.46	170.46									
51	098-0006-0074-00	616 CLEMMER AVE	5	$1,013.40	101.34	101.34	101.34	101.34	101.34	101.34	101.34	101.34	101.34	101.34									
52	247-0001-0074-00	6300 HAMILTON AVENUE	5	$1,200.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00									
53	115-0005-0134-00	749 AVON FIELDS LN	5	$1,157.40	115.74	115.74	115.74	115.74	115.74	115.74	115.74	115.74	115.74	115.74									
54	132-0002-0057-00	819 DAYTON ST	5	$1,728.00	172.80	172.80	172.80	172.80	172.80	172.80	172.80	172.80	172.80	172.80									
55	189-0019-0018-00	1037 STRAIGHT ST	10	$1,639.20	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96
56	094-0008-0182-00	105 W ELDER STREET	10	$2,500.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00
57	081-0002-0016-00	108 W FOURTEENTH STREET	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
58	174-0006-0037-00	1105 SETON AVE	10	$1,978.20	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91
59	072-0001-0074-00	1127 BELVEDERE ST	10	$1,680.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00
60	180-0080-0177-00	1143 OVERLOOK AVE	10	$2,090.40	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52
61	081-0002-0467-00	120 W FOURTEENTH STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
62	174-0005-0020-00	1237 MANSS AVE	10	$1,927.20	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36
63	217-0052-0068-00	124 GLENMARY AVE	10	$1,777.80	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89
64	094-0008-0017-00	125 GREEN ST	10	$1,738.80	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94
65	044-0005-0015-00	1250 DELTA AVE	10	$846.80	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34
66	179-0074-0326-00	1250 FIRST AVE	10	$1,195.20	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76
67	116-0002-0021-00	1265 PADDOCK HILLS AVE	10	$1,418.40	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92
68	046-0009-0008-00	1273 MICHIGAN AVE	10	$1,437.00	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85
69	174-0004-0083-00	1274 ROSS AVENUE	10	$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
70	179-0074-0007-00	1275 DEWEY AVE	10	$1,740.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00
71	174-0004-0110-00	1276 ROSS AVE	10	$1,854.60	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73
72	046-0009-0007-00	1283 MICHIGAN AVE	10	$1,852.80	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64
73	115-0005-0139-00	13 AVON FIELDS PLACE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
74	221-0019-0113-00	1309 BOYD AVE	10	$1,313.40	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67
75	221-0019-0136-00	1316 BOYD STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
76	221-0020-0165-00	1318 APJONES STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
77	172-0016-0078-00	1318 NEFF AVENUE aka 1317 Bowman	10	$2,100.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00
78	221-0020-0164-00	1320 APJONES STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
79	221-0020-0211-90	1322 CHASE AVE	10	$1,011.00	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55
80	221-0020-0162-00	1324 APJONES STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
81	221-0019-0158-00	1326 KNOWLTON ST	10	$1,892.40	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62
82	043-0005-0060-00	1334 HERSCHEL AVE	10	$893.40	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67
83	063-0002-0087-00	1375 MCMILLAN STREET	10	$5,000.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00
84	221-0020-0148-00	1400 APJONES STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
85	221-0020-0151-00	1406 APJONES STREET	10	$1,175.40	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77
86	081-0002-0373-00	1406 ELM ST	10	$1,433.40	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67
87	221-0020-0152-00	1408 APJONES STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
88	221-0020-0070-00	1409 AP JONES STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
89	221-0019-0040-00	1411 BOYD STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
90	235-0001-0018-00	1415 AMBROSE AVENUE	10	$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
91	221-0019-0299-00	1415 BOYD STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
92	221-0019-0042-00	1417 BOYD STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
93	221-0020-0156-00	1418 APJONES STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
94	081-0004-0111-00	1418 REPUBLIC STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
95	221-0020-0157-00	1420 APJONES STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
96	081-0004-0096-00	1421 REPUBLIC STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
97	221-0020-0158-00	1422 APJONES ST	10	$2,089.20	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46
98	234-0004-0065-00	1422 HILL CREST RD	10	$1,050.00	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50
99	221-0020-0065-00	1423 APJONES STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00

100	081-0004-0095-00	1423 REPUBLIC STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
101	221-0020-0159-00	1424 APJONES STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
102	221-0020-0184-00	1426 PULLAN AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
103	233-0003-0124-00	1431 ELKTON PLACE	10	$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
104	117-0005-0005-00	1431 FRANKLIN AVE	10	$1,857.60	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88
105	221-0020-0123-00	1434 APJONES STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
106	055-0002-0068-00	1506 MERRIMAC STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
107	247-0002-0029-00	1518 REID AVENUE	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
108	081-0002-0311-00	1519 PLEASANT STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
109	081-0004-0047-00	1522 REPUBLIC STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
110	247-0001-0085-00	1523 REID AVENUE	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
111	081-0002-0166-00	1529 ELM ST	10	$1,787.40	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37
112	054-0006-0115-00	1533 BLAIR AVE	10	$600.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
113	247-0001-0120-00	1538 REID AVENUE	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
114	055-0002-0082-00	1540 MERRIMAC STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
115	199-0040-0046-00	1542 GLEN PARKER AVENUE	10	$4,500.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00
116	197-0037-0018-00	1542 PULLAN AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
117	196-0023-0052-00	1543 PULLAN AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
118	233-0003-0146-00	1544 AMBROSE AVENUE	10	$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
119	055-0002-0085-00	1544 MERRIMAC ST	10	$1,191.00	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55
120	196-0023-0051-00	1545 PULLAN AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
121	197-0037-0017-00	1548 PULLAN AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
122	247-0001-0096-00	1549 REID AVENUE	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
123	196-0023-0239-00	1559 PULLAN AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
124	233-0003-0016-00	1563 AMBROSE AVENUE	10	$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
125	200-0047-0115-00	1569 SPRINGLAWN AVE	10	$1,936.20	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81
126	204-0014-0063-00	1603 ROSS AVENUE	10	$1,893.00	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65
127	055-0004-0160-00	1607 NEILSON PL AKA NELSON PL	10	$1,853.40	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67
128	181-0001-0059-00	1612 FIRST AVE	10	$600.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
129	197-0036-0024-00	1619 N ARGYLE AVENUE	10	$3,500.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00
130	094-0008-0044-00	1622 PLEASANT STREET	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
131	197-0036-0011-00	1626 N ARGYLE AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
132	058-0005-0054-00	1627 CLAREWOOD AVE	10	$1,425.00	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25
133	054-0005-0027-00	1628 HEWITT AVENUE	10	$2,220.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00
134	094-0007-0185-00	163 E MCMICKEN AVE	10	$1,620.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00
135	196-0026-0162-00	1645 WESTMORELAND AVE	10	$1,396.20	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81
136	233-0001-0023-00	1647 NORTH BEND RD	10	$1,875.00	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75
137	086-0001-0264-00	1706 HIGHLAND AVE	10	$1,613.40	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67
138	184-0004-0078-00	1707 FREEMAN AVE	10	$1,938.60	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93
139	054-0005-0148-00	1711 HEWITT AVENUE	10	$1,274.40	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72
140	055-0004-0120-00	1711 KINNEY AVENUE	10	$959.40	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97
141	196-0027-0128-00	1720 CHASE AVE	10	$1,372.20	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61
142	055-0004-0123-00	1723 KINNEY AVENUE	10	$1,853.40	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67
143	054-0005-0105-00	1726 HEWITT AVENUE	10	$1,978.80	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94
144	196-0027-0042-00	1728 CHASE AVE	10	$870.00	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50
145	195-0028-0297-00	1765 HANFIELD STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
146	094-0008-0328-00	18 W. ELDER ST	10	$1,020.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00
147	054-0001-0024-00	1810 FAIRFAX AVENUE	10	$2,500.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00
148	054-0001-0004-00	1815 KINNEY AVENUE	10	$2,220.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00
149	184-0003-0129-00	1817 BAYMILLER ST	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
150	054-0001-0026-00	1818 FAIRFAX AVENUE	10	$1,644.00	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20

151	184-0003-0096-00	1822 FREEMAN AVENUE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
152	056-0003-0014-00	1841 KEYS CRESCENT LANE	10	$3,500.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00
153	054-0001-0036-00	1848 FAIRFAX AVENUE	10	$1,800.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00
154	087-0004-0059-00	1869 WALKER ST	10	$1,554.00	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70
155	205-0021-0001-00	1875 WESTWOOD AVE	10	$1,493.40	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67
156	132-0003-0315-00	1919 CENTRAL AVE	10	$1,155.60	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78
157	056-0004-0004-00	1949 MADISON RD	10	$2,880.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00
158	056-0004-0008-00	1961 MADISON RD	10	$1,944.00	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20
159	206-0007-0030-00	1963 HARRISON AVE	10	$1,170.00	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50
160	054-0002-0061-00	1984 FAIRFAX AVENUE	10	$2,100.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00
161	206-0001-0100-00	2032 YOAST BLVD	10	$851.40	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57
162	053-0003-0024-00	2116 POGUE AVENUE	10	$1,469.40	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47
163	095-0005-0036-00	2120 VAN LEAR ST	10	$1,058.40	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92
164	171-0010-0015-00	2137 SELIM	10	$1,812.60	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63
165	094-0004-0115-00	2152 RICE ST	10	$1,118.40	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92
166	100-0002-0254-00	216 ATKINSON ST	10	$1,950.00	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50
167	096-0002-0281-00	2173 SOHN ST	10	$2,038.80	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94
168	100-0002-0295-00	219 ATKINSON ST	10	$1,560.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00
169	069-0001-0220-00	2222 KENTON ST	10	$1,670.40	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52
170	096-0002-0077-00	2224 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
171	096-0002-0047-00	2225 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
172	096-0002-0046-00	2227 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
173	096-0002-0075-00	2228 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
174	096-0002-0074-00	2230 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
175	096-0002-0072-00	2234 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
176	069-0002-0087-00	2236 ST JAMES AVE	10	$1,933.80	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69
177	096-0002-0070-00	2238 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
178	096-0002-0067-00	2244 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
179	096-0002-0031-00	2245 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
180	096-0002-0065-00	2248 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
181	096-0002-0323-00	2249 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
182	100-0001-0041-00	2308 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
183	097-0002-0105-00	2309 RAVINE STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
184	097-0002-0157-00	2311 RAVINE STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
185	100-0002-0134-00	2311 WHEELER ST	10	$1,553.40	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67
186	100-0001-0037-00	2316 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
187	100-0001-0335-00	2317 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
188	100-0001-0036-00	2318 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
189	097-0002-0162-00	2319 MURIEL COURT	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
190	100-0001-0347-00	2320 RAVINE STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
191	100-0001-0034-00	2322 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
192	097-0002-0182-00	2324 MURIEL COURT	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
193	097-0002-0170-00	2327 MURIEL COURT	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
194	100-0001-0324-00	2328 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
195	100-0001-0296-00	2331 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
196	097-0002-0174-00	2331 MURIEL COURT	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
197	100-0001-0217-00	2331 CHICKASAW ST	10	$1,125.00	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25
198	100-0001-0169-00	2332 STRATFORD AVE	10	$600.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
199	097-0002-0179-00	2335 MURIEL COURT	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
200	100-0001-0319-00	2340 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
201	100-0001-0318-00	2342 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00

202	100-0001-0270-00	2346 RAVINE STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
203	100-0001-0314-00	2352 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
204	100-0001-0279-00	2355 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
205	100-0001-0311-00	2356 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
206	100-0001-0278-00	2357 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
207	100-0001-0310-00	2358 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
208	100-0001-0307-00	2364 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
209	100-0001-0304-00	2370 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
210	100-0001-0261-00	2371 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
211	100-0001-0260-00	2373 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
212	100-0001-0259-00	2375 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
213	100-0001-0258-00	2377 FLORA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
214	100-0001-0244-00	2382 RAVINE STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
215	042-0006-0038-00	2422 VISTA TE	10	$1,091.40	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57
216	217-0054-0027-00	243 GREENDALE AVE	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
217	089-0003-0005-00	2478 PARIS ST	10	$1,613.40	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67
218	175-0014-0032-00	2487 WARSAW AVE	10	$3,142.00	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10
219	217-0054-0011-00	250 GREENDALE AVE	10	$1,965.00	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25
220	047-0001-0043-00	2514 RITCHIE AVE	10	$1,870.80	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54
221	213-0001-0006-00	2523 ORLAND AVE	10	$1,311.00	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55
222	213-0001-0005-00	2525 ORLAND	10	$1,674.60	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73
223	062-0002-0038-00	2554 INGLESIDE AVE	10	$1,704.60	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23
224	213-0001-0089-00	2580 ORLAND AVE	10	$1,649.40	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47
225	213-0001-0088-00	2584 ORLAND AVE	10	$1,317.00	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85
226	096-0002-0301-00	259 EMMING ST	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
227	089-0003-0186-00	260 MCCORMICK PL	10	$1,654.20	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71
228	070-0002-0092-00	2623 STANTON AVE	10	$1,397.40	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87
229	013-0002-0012-00	265 ROBB ST	10	$1,374.00	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70
230	121-0001-0037-00	2724 SILVERLEAF AVENUE	10	$1,097.40	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87
231	121-0001-0039-00	2728 SILVERLEAF AVENUE	10	$1,992.60	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63
232	056-0002-0014-00	2777 BAKER PL	10	$2,000.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
233	121-0001-0149-00	2914 DOUGLAS TE	10	$2,544.00	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20
234	044-0002-0006-00	2918 VAN DYKE DR	10	$1,816.80	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84
235	210-0075-0134-00	2930 MONTCLAIR AVE	10	$2,293.00	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65
236	055-0006-0061-00	2935 CLEINVIEW AVENUE	10	$1,651.80	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59
237	055-0006-0061-00	2937 CLEINVIEW AVENUE	10	$1,651.80	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59
238	055-0006-0166-00	2944 CLEINVIEW AVENUE	10	$1,800.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00
239	055-0006-0064-00	2945 CLEINVIEW AVENUE	10	$1,800.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00
240	043-0003-0104-00	3005 SPRINGER AVE	10	$971.40	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57
241	055-0006-0116-00	3009 CLEINVIEW AVENUE	10	$787.80	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39
242	055-0005-0012-00	3015 FAIRFIELD AVENUE	10	$3,000.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00
243	216-0043-0050-00	302 ROCKDALE AVE	10	$1,772.40	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62
244	060-0006-0025-00	3020 GILBERT AVE	10	$1,592.40	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62
245	055-0006-0112-00	3028 HACKBERRY STREET	10	$1,119.00	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95
246	055-0006-0101-00	3035 HACKBERRY STREET	10	$942.60	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13
247	211-0069-0006-00	3048 LISCHER PL	10	$2,089.20	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46
248	210-0073-0089-00	3049 DAYTONA AVE	10	$1,959.00	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95
249	043-0002-0072-00	3055 SPRINGER AVE	10	$1,793.40	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67
250	055-0004-0139-00	3061 CLEINVIEW AVENUE	10	$1,800.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00
251	096-0002-0288-00	308 KLOTTER AV	10	$1,032.00	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60
252	039-0003-0133-00	3106 CELERON	10	$941.40	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07

253	055-0002-0092-00	3115 HARVARD AVENUE	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
254	055-0001-0085-00	3118 HARVARD AVENUE	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
255	055-0001-0099-00	3122 HARVARD AVENUE	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
256	123-0001-0006-00	3136 GLOSS AVE	10	$1,373.40	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67
257	055-0003-0028-00	3141 DURELL AVE	10	$1,764.00	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20
258	055-0003-0041-00	3143 DURRELL AVE	10	$1,157.40	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87
259	122-0003-0041-00	3157 TROY AVE	10	$1,959.00	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95
260	054-0002-0118-00	3222 WOLD AVENUE	10	$1,878.00	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90
261	054-0003-0016-00	3236 WOLD AVENUE	10	$2,220.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00
262	211-0068-0024-00	3243 BOUDINOT AVE	10	$1,121.40	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07
263	089-0002-0032-00	325 MCGREGOR AVE	10	$2,100.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00
264	212-0066-0057-00	3264 BROADWELL AVE	10	$1,868.40	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42
265	039-0001-0081-00	3268 OBSERVATORY AVE	10	$2,168.40	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42
266	060-0002-0089-00	3275 GAFF AVE	10	$3,253.00	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65
267	054-0004-0049-00	3306 FAIRFIELD AVENUE	10	$1,585.20	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26
268	054-0005-0091-00	3326 HACKBERRY STREET	10	$1,775.40	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77
269	054-0003-0178-00	3329 BEVIS AVE	10	$1,844.40	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22
270	053-0003-0081-00	3355 HEWITT CRESCENT	10	$885.00	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25
271	030-0003-0188-00	3414 GOLDEN	10	$1,644.60	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23
272	100-0001-0292-00	343 ADA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
273	211-0071-0107-00	3452 CRAIG AVE	10	$1,772.40	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62
274	100-0001-0354-00	347 CASSATT STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
275	100-0001-0272-00	350 ADA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
276	042-0006-0039-00	3500 VISTA TR	10	$1,782.00	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10
277	041-0002-0022-00	3519 SHAW AV	10	$1,835.40	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77
278	129-0002-0063-00	3519 ZINSLE AVE	10	$1,853.40	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67
279	038-0A03-0120-00	3522 ERIE AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
280	038-0A03-0459-00	3523 PAPE AVE	10	$2,299.00	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95
281	157-0060-0021-00	3528 AKRON AVE	10	$1,880.40	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02
282	042-0005-0064-00	3533 HOLLY AVE	10	$1,959.00	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95
283	059-0006-0019-00	3607 NEWTON AVE	10	$2,065.80	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29
284	057-0003-0004-00	3634 BEVIS AVE	10	$1,146.00	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30
285	038-0A03-0189-00	3641 BELLECREST AVE	10	$1,103.40	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17
286	040-0005-0006-00	3645 COLUMBUS AVE	10	$1,903.80	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19
287	039-0001-0296-00	3651 MARBURG AVE	10	$1,930.80	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54
288	039-0006-0039-00	3653 PAXTON AVE	10	$1,133.40	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67
289	027-0003-0037-00	3714 MORRIS PL	10	$1,064.40	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22
290	027-0002-0014-00	3716 STEVENS PL	10	$2,310.00	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50
291	038-0A03-0326-00	3798 AULT PARK AVE	10	$1,764.00	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20
292	040-0001-0062-00	3804 DRAKE AV	10	$1,673.40	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67
293	038-0A03-0417-00	3817 AULT PARK	10	$1,946.40	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32
294	027-0003-0158-00	3817 EASTERN AVE	10	$1,798.80	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94
295	050-0008-0029-00	3840 COUNTRY CLUB PL	10	$1,913.40	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67
296	039-0002-0101-00	3856 MARBURG AVE	10	$1,196.40	59.82	59.82	59.82	59.82	59.82	59.82	59.82	59.82	59.82	59.82	59.82	59.82	59.82	59.82	59.82	59.82	59.82	59.82	59.82
297	194-0011-0209-00	3910 CHERRY ST	10	$1,853.40	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67
298	115-0A03-0011-00	3915 LEYMAN DRIVE	10	$2,350.00	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50
299	115-0007-0025-00	3953 ROSE HILL AVENUE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
300	115-0003-0130-00	3959 WARWICK AVE	10	$2,064.00	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20
301	115-0001-0043-00	3977 PARKER PL	10	$200.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
302	115-0003-0020-00	3991 LOWRY AV	10	$1,662.00	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10
303	115-0007-0030-00	3993 ROSE HILL AVE	10	$1,109.40	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47

304	098-0006-0033-00	400 ADA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
305	115-0007-0029-00	4003 ROSE HILL AVE	10	$2,329.00	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45
306	115-0007-0026-00	4021 ROSE HILL AVENUE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
307	115-0006-0035-00	4082 ROSE HILL AVENUE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
308	115-0006-0052-00	4105 ROSE HILL AVENUE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
309	096-0003-0144-00	411 W MCMICKEN AVE	10	$1,683.60	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18
310	195-0028-0274-00	4113 KIRBY AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
311	195-0028-0160-00	4114 KIRBY AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
312	195-0028-0159-00	4116 KIRBY AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
313	221-0019-0126-00	4120 CHAMBERS ST	10	$1,978.20	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91
314	195-0028-0245-00	4123 LAKEMAN ST	10	$1,680.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00
315	221-0019-0065-00	4125 CHAMBERS STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
316	221-0019-0143-00	4128 CHAMBERS STREET	10	$600.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
317	221-0019-0195-00	4128 FERGUS ST	10	$730.80	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54
318	221-0019-0068-00	4131 CHAMBERS STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
319	195-0028-0290-00	4131 KIRBY AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
320	221-0019-0131-00	4132 CHAMBERS STREET	10	$600.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
321	221-0019-0146-00	4133 DANE AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
322	221-0019-0149-00	4139 DANE AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
323	195-0028-0010-00	4142 KIRBY AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
324	221-0019-0164-00	4152 CHAMBERS STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
325	115-0005-0011-00	4153 ROSE HILL AVENUE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
326	098-0006-0024-00	418 ADA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
327	098-0006-0023-00	420 ADA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
328	049-0003-0093-00	4208 28TH ST	10	$1,178.40	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92
329	115-0005-0107-00	4212 RED BUD PLACE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
330	221-0020-0037-00	4213 MAD ANTHONY ST	10	$1,277.40	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87
331	196-0023-0206-00	4215 FERGUS STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
332	098-0006-0022-00	422 ADA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
333	196-0023-0125-00	4220 LANGLAND ST	10	$1,256.40	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82
334	115-0005-0065-00	4220 ROSE HILL AVENUE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
335	221-0020-0083-00	4221 CHAMBERS STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
336	221-0020-0012-00	4222 FERGUS STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
337	221-0020-0082-00	4223 CHAMBERS STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
338	196-0023-0066-00	4226 BROOKSIDE AVENUE	10	$3,500.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00
339	221-0020-0080-00	4227 CHAMBERS STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
340	115-0005-0100-00	4228 RED BUD PLACE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
341	221-0020-0058-00	4230 MAD ANTHONY ST	10	$1,494.00	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70
342	221-0019-0106-00	4231 SPRING GROVE AVENUE	10	$1,680.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00
343	221-0020-0107-00	4234 CHAMBERS STREET	10	$1,639.20	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96
344	221-0020-0076-00	4235 CHAMBERS STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
345	221-0020-0074-00	4239 CHAMBERS STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
346	221-0020-0108-00	4240 CHAMBERS STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
347	221-0020-0108-00	4242 CHAMBERS STREET	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
348	196-0023-0057-00	4244 BROOKSIDE AVENUE	10	$4,500.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00
349	221-0020-0148-00	4249 CHAMBERS STREET AKA 1400 APJONES ST	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
350	097-0002-0131-00	425 ADA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
351	221-0020-0267-00	4251 CHAMBERS STREET AKA 1400 APJONES ST	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
352	221-0020-0148-00	4253 CHAMBERS STREET AKA 1400 APJONES ST	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
353	221-0020-0148-00	4255 CHAMBERS STREET AKA 1400 APJONES AVE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
354	097-0002-0129-00	429 ADA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00

355	196-0024-0007-00	4313 BEECH HILL AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
356	196-0024-0058-00	4316 BEECH HILL AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
357	098-0006-0017-00	432 ADA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
358	196-0024-0014-00	4327 BEECH HILL AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
359	197-0037-0030-00	4329 HAIGHT AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
360	097-0002-0127-00	433 ADA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
361	196-0024-0087-00	4332 BEECH HILL AVENUE	10	$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
362	098-0006-0015-00	436 ADA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
363	177-0035-0173-00	440 CONSIDINE AVE	10	$1,755.00	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75
364	097-0002-0121-00	447 ADA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
365	036-0005-0067-00	4508 ERIE AVENUE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
366	097-0002-0119-00	451 ADA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
367	197-0039-0070-00	4510 HAMILTON AVENUE	10	$3,500.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00
368	037-0001-0408-00	4513 HOMER AVE	10	$1,710.00	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50
369	219-0053-0023-00	4516 CIRCLE AVE	10	$1,973.40	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67
370	097-0002-0118-00	453 ADA STREET	10	$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
371	036-0001-0192-00	4545 ERIE AVENUE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
372	097-0002-0203-00	464 FAIRVIEW PL	10	$1,665.00	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25
373	167-0003-0007-00	47 THORNTON AVE	10	$2,521.00	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05
374	036-0004-0089-00	4700 WHETSEL AVE	10	$1,619.40	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97
375	036-0004-0253-00	4710 GLENSHADE AVE	10	$1,746.00	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30
376	036-0002-0016-00	4821 EBERSOLE AVE	10	$1,846.80	92.34	92.34	92.34	92.34	92.34	92.34	92.34	92.34	92.34	92.34	92.34	92.34	92.34	92.34	92.34	92.34	92.34	92.34	92.34	92.34
377	027-0002-0005-00	510 TUSCULUM AVE	10	$5,570.00	278.50	278.50	278.50	278.50	278.50	278.50	278.50	278.50	278.50	278.50	278.50	278.50	278.50	278.50	278.50	278.50	278.50	278.50	278.50	278.50
378	215-0065-0027-00	514 EVANSWOOD PLACE	10	$2,184.00	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20
379	035-0004-0042-00	5218 KENWOOD RD	10	$2,023.80	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19
380	132-0003-0064-00	523 YORK ST	10	$1,030.80	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54
381	214-0002-0048-00	528 TERRACE AVE	10	$1,170.00	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50
382	107-0008-0105-00	542 BLAIR AV	10	$1,689.60	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48
383	121-0002-0052-00	5574 ATTICA AVE	10	$1,929.60	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48
384	123-0002-0182-00	5639 RIDGE AVE	10	$1,978.80	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94
385	234-0003-0023-00	5646 BELMONT AVE	10	$600.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
386	036-0005-0013-00	5753 WHITNEY	10	$1,661.40	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07
387	234-0002-0072-00	5761 LANTANA AVENUE	10	$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
388	235-0002-0038-00	5770 LANTANA AVENUE	10	$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
389	214-0006-0047-00	578 HOWELL AV aka 576 Howell	10	$1,710.00	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50
390	235-0002-0034-00	5786 LANTANA AVENUE	10	$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
391	127-0001-0029-00	5836 RED BANK ROAD	10	$2,810.00	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50
392	126-0002-0113-00	5909 EAST WOODMONT AVE	10	$1,845.60	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28
393	115-0005-0092-00	6 AVON FIELDS PL	10	$1,350.00	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50
394	235-0001-0023-00	6017 LANTANA AVENUE	10	$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
395	098-0004-0110-00	604 STRAIGHT ST	10	$867.00	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35
396	233-0003-0099-00	6118 GLADYS AVENUE	10	$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
397	036-0004-0168-00	6119 NAVARRE PL	10	$1,769.40	88.47	88.47	88.47	88.47	88.47	88.47	88.47	88.47	88.47	88.47	88.47	88.47	88.47	88.47	88.47	88.47	88.47	88.47	88.47	88.47
398	121-0001-0105-00	6127 FAIRWAY DR	10	$1,647.00	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35
399	101-0005-0088-00	614 PROBASCO ST	10	$1,680.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00
400	124-0004-0034-00	6230 KINCAID RD	10	$1,872.00	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60
401	124-0004-0081-00	6255 ORCHARD LN	10	$1,920.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00	96.00
402	124-0002-0032-00	6257 KINCAID RD	10	$1,912.20	95.61	95.61	95.61	95.61	95.61	95.61	95.61	95.61	95.61	95.61	95.61	95.61	95.61	95.61	95.61	95.61	95.61	95.61	95.61	95.61
403	164-0004-0035-00	6318 GRACELY DR	10	$1,319.40	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97
404	153-0002-0055-00	655 STEINER AVE	10	$1,935.00	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75
405	166-0003-0154-00	6642 PARKLAND AVE	10	$1,696.20	84.81	84.81	84.81	84.81	84.81	84.81	84.81	84.81	84.81	84.81	84.81	84.81	84.81	84.81	84.81	84.81	84.81	84.81	84.81	84.81
406	166-0003-0126-00	6654 GRACELY DR	10	$1,714.80	85.74	85.74	85.74	85.74	85.74	85.74	85.74	85.74	85.74	85.74	85.74	85.74	85.74	85.74	85.74	85.74	85.74	85.74	85.74	85.74
407	166-0003-0130-00	6668 GRACELY DR	10	$1,898.40	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92

408	153-0002-0094-00	671 DELHI AVE	10	$1,815.00	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75
409	115-0005-0140-00	680 AVON FIELDS LANE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
410	099-0002-0072-00	696 RIDDLE RD	10	$950.40	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52
411	179-0078-0225-00	706 TRENTON AVE	10	$1,755.60	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78
412	115-0004-0056-00	711 E MITCHELL AVE	10	$1,943.40	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17
413	167-0007-0014-00	7146 FERNBANK AVE	10	$1,873.20	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66
414	178-0025-0096-00	735 GRAND AVE	10	$1,942.20	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11
415	167-0002-0039-00	7411 WYNNE PL	10	$1,733.40	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67
416	115-0005-0086-00	756 RED BUD AVENUE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
417	115-0005-0132-00	760 RED BUD AVENUE	10	$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
418	242-0002-0016-00	7603 ANTHONY WAYNE AVE	10	$1,705.20	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26
419	112-0001-0019-00	765 N FRED SHUTTLESWORTH CR	10	$1,275.00	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75
420	176-0019-0122-00	784 WELLS ST	10	$1,654.20	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71
421	133-0007-0094-00	806 POPLAR STREET	10	$1,493.40	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67
422	176-0019-0185-00	820 MCPHERSON AVE	10	$1,833.00	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65
423	244-0003-0028-00	8260 WOODBINE AVE	10	$1,493.40	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67
424	179-0076-0090-00	828 SUIRE AVE	10	$1,179.00	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95
425	133-0007-0081-00	842 POPLAR STREET	10	$1,673.40	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67
426	069-0002-0037-00	963 FRANCISCO ST	10	$1,090.80	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54
427	072-0001-0218-00	972 HATCH ST	10	$1,365.00	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25

Number of properties	427	Total	$659,954.20

city of CINCINNATI
Interdepartment Correspondence Sheet

September 1, 2021

To: Mayor and Members of City Council 202102662

From: Paula Boggs Muething, City Manager

Subject: **Ordinance – FY 2020 Crime Gun Intelligence Center (CGIC) Software Grant**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of up to $125,000 in FY 2020 Project Safe Neighborhoods funds from the United States Attorney's Office, Southern District of Ohio administered by the Office of Criminal Justice Services (Assistance Listing Number 16.609), for analysis software to be installed at the Crime Gun Intelligence Center to assist crime and data analysts to produce intelligence-led operations; and AUTHORIZING the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 20PSN.

This Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant in the amount of up to $125,000 in FY 2020 Project Safe Neighborhoods (PSN), U.S. Attorney's Office, Southern District of Ohio grant funds from the Office of Criminal Justice Services (OCJS) for the development of the newly formed Crime Gun Intelligence Center (CGIC) by adding analysis software to assist crime and data analysts to produce intelligence-led operations. The Assistance Listing Number (ALN) is 16.609. This Ordinance would also authorize the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 20PSN.

The grant application deadline is September 20, 2021. Should this Ordinance not be approved, the grant funds will not be accepted. The grant does not add any additional FTEs, nor requires matching funds.

This Ordinance is in accordance with the Live goal to "Create a more livable community" as described on page 156 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

PLAN CINCINNATI

Attachment

MSS

-2021

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of up to $125,000 in FY 2020 Project Safe Neighborhoods funds from the United States Attorney's Office, Southern District of Ohio, administered by the Office of Criminal Justice Services (Assistance Listing Number 16.609), for analysis software to be installed at the Crime Gun Intelligence Center to assist crime and data analysts in producing intelligence-led operations; and AUTHORIZING the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 20PSN.

WHEREAS, a grant is available in the amount of up to $125,000 in FY 2020 Project Safe Neighborhoods funds from the United States Attorney's Office, Southern District of Ohio, administered by the Office of Criminal Justice Services (Assistance Listing Number 16.609), for analysis software to be installed at the Crime Gun Intelligence Center to assist crime and data analysts in producing intelligence-led operations; and

WHEREAS, this grant will enhance and support the operations of the Crime Gun Intelligence Center; and

WHEREAS, the grant application deadline is September 20, 2021, and the Cincinnati Police Department will apply by the deadline but will not accept any funds without approval of Council; and

WHEREAS, no matching funds or new FTEs are associated with this grant; and

WHEREAS, this ordinance is in accordance with the "Live" goal to "create a more livable community and support our neighborhoods," as described on pages 156 and 171, and the "Collaborate" goal to "improve service efficiency," as described on pages 215-216 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in the amount of up to $125,000 in FY 2020 Project Safe Neighborhoods funds from the United States Attorney's Office, Southern District of Ohio, administered by the Office of Criminal Justice Services (Assistance Listing Number 16.609), for analysis software to be installed at the

Crime Gun Intelligence Center to assist crime and data analysts in producing intelligence-led operations.

Section 2. That the Finance Director is hereby authorized to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 20PSN.

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

September 1, 2021

To: Mayor and Members of City Council 202102667

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Moral Obligation Payment to Lumen, Level 3 Communications, LLC**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the payment in an amount not to exceed $190,000 as a moral obligation to Level 3 Communications LLC for unpaid services rendered in relation to work on the City's primary internet circuit, expansion of the County Law Enforcement Applied Regionally bandwidth to meet increased needs, work on one of the Greater Cincinnati Water Works internet circuits in Lebanon, Ohio, and an emergency increase to the remote work circuit to support the work-from-home initiative put in place at the beginning of the COVID-19 pandemic.

This Emergency Ordinance authorizes the payment in an amount not to exceed $190,000 as a moral obligation to Level 3 Communications, LLC, doing business as (dba) Lumen, for services provided to the Department of Enterprise Technology Solutions (ETS) in relation to the expansion of the City's primary internet circuit and other miscellaneous work performed for various City agencies.

Lumen provided various services to the City in Fiscal Year 2020 and Fiscal Year 2021 for which funds were not properly encumbered. Although invoices were sent, they were not processed in a timely manner due to a miscommunication between the vendor and City staff. Due to the timing of the encumbrance, a moral obligation payment is required. ETS has identified and resolved the issue which led to this oversight to avoid a similar situation in the future. Communication between ETS and vendors will be improved.

This Emergency Ordinance will also authorize the Finance Director to make a payment from Enterprise Technology Solutions Fund 702 operating budget account no. 702x091x3700x7212 in an amount not to exceed $190,000 for the purpose of providing payment to the vendor. The portions of the costs borne by the various city agencies will be billed back to those agencies.

The reason for the emergency is the immediate need to pay Level 3 Communications, LLC for services provided to Enterprise Technology Solutions in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

E M E R G E N C Y

KKF

- 2021

AUTHORIZING payment in an amount not to exceed $190,000 as a moral obligation to Level 3 Communications LLC for unpaid services rendered in relation to work on the City's primary internet circuit, expansion of the County Law Enforcement Applied Regionally bandwidth to meet increased needs, work on one of the Greater Cincinnati Water Works internet circuits in Lebanon, Ohio, and an emergency increase to the remote work circuit to support the work-from-home initiative put in place at the beginning of the COVID-19 pandemic.

WHEREAS, Level 3 Communications LLC, doing business as Lumen, provided services to the Department of Enterprise Technology Solutions ("ETS"), including work on the City's primary internet circuit, expansion of the County Law Enforcement Applied Regionally ("CLEAR") bandwidth to meet increased needs, work on one of the Greater Cincinnati Water Works ("GCWW") internet circuits in Lebanon, Ohio, and an emergency increase to the remote work circuit to support the work-from-home initiative put in place at the beginning of the COVID-19 pandemic; and

WHEREAS, if approved, an amount not to exceed $190,000 will be paid from the Enterprise Technology Solutions Fund 702 account no. 702x091x3700x7212, which includes the CLEAR, General Fund, and GCWW charges; and

WHEREAS, the CLEAR, General Fund, and GCWW portions will be billed back to the appropriate funds following payment to Level 3 Communications LLC, doing business as Lumen; and

WHEREAS, sufficient resources are available in these accounts for these expenses; and

WHEREAS, ETS is working on improving staffing and internal procedures to streamline the process for requesting services and providing more administrative oversight to avoid this situation in the future; and

WHEREAS, Council desires to provide payment for the services provided by Level 3 Communications LLC; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment in an amount not to exceed $190,000 from the Enterprise Technology Solutions Fund 702 account no. 702x091x3700x7212 to Level 3 Communications, LLC, doing business as Lumen, for unpaid

services rendered in relation to work on the City's primary internet circuit, expansion of the County Law Enforcement Applied Regionally bandwidth to meet increased needs, work on one of the Greater Cincinnati Water Works internet circuits in Lebanon, Ohio, and an emergency increase to the remote work circuit to support the work-from-home initiative put in place at the beginning of the COVID-19 pandemic.

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

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 Level 3 Communications, LLC for services provided to Enterprise Technology Solutions in a timely manner.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

City of Cincinnati
Council

Melissa Autry, CMC
Clerk of Council

Office of the Clerk

801 Plum Street, Suite 308
Cincinnati, Ohio 45202
Phone (513) 352-3246
Fax (513) 352-2578

August 30, 2021

Sherry Poland, Director
Hamilton County Board of Elections
4700 Smith Road
Cincinnati, Ohio 45212

Dear Ms. Poland:

I have received petitions from Tom Brinkman for a Charter of the City of Cincinnati amendment to be placed on the November 2, 2021 ballot to: 1.) Require approval of council to commence litigation, 2.) Establish and adjust council salaries on annual basis to the median household income for the City. 3.) Require a one-year residency within the city to run or serve as mayor or member of council. 4.) Eliminate filling a vacancy on council by a designee for the former member of council. 5.) Provide that a vacancy on council is filled by the person who is not serving or has not served on council but who received the next highest total numbers of votes at the most recent municipal election. 6.) End the "so-called" pocket veto by the mayor. 7.) Provide individual liability for certain violations of open meeting or public record laws. 8.) Provide for the recall of the Mayor. We are requesting that the Board of Elections verify the petitions and certify the signatures received.

If you have any further questions, please feel free to contact me.

Sincerely,

Melissa Autry, CMC
Clerk of Council

City of Cincinnati
Council

Melissa Autry, CMC
Clerk of Council

Office of the Clerk

801 Plum Street, Suite 308
Cincinnati, Ohio 45202
Phone (513) 352-3246
Fax (513) 352-2578

August 30, 2021

To Whom It May Concern:

The City of Cincinnati, Clerk of Council's Office received 277 petitions from Tom Brinkman on Monday, August 30, 2021 regarding an amendment to the Charter of the City of Cincinnati to: 1.) Require approval of council to commence litigation, 2.) Establish and adjust council salaries on annual basis to the median household income for the city, 3.) Require a one-year residency within the city to run or serve as mayor or member of council, 4.) Eliminate filling a vacancy on council by a designee for the former member of council. 5.) Provide that a vacancy on council is filled by the person who is not serving or has not served on council but who received the next highest total numbers of votes at the most recent municipal election. 6.) End the "so-called" pocket veto by the mayor. 7.) Provide individual liability for certain violations of open meeting or public record laws. 8.) Provide for the recall of the Mayor.

Melissa Autry, CMC
Clerk of Council
City of Cincinnati

RECEIPT OF PETITION

I certify that on August 30, 2021, I received a petition proposing various amendments to the Cincinnati City Charter.

Said petition consisted of:

277 part-petitions and purporting to contain 11,821signatures.

Melissa Autry
Clerk of Council, City of Cincinnati

1 75 JM 10

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.

PETITION

For submission of Proposed Amendments to the Charter of the City of Cincinnati

To the Council, the legislative authority of the City of Cincinnati, Ohio:

We, the undersigned, Electors of the City of Cincinnati, Ohio, petition your honorable body to forthwith provide by ordinance, for submission to the electors of the City of Cincinnati, the following proposed Amendments to the Charter of the City.

AMENDMENTS

TITLE: AMENDMENTS TO THE CHARTER OF THE CITY OF CINCINNATI TO:

1) require approval of council to commence litigation
2) establish and adjust council salaries on an annual basis to the median household income for the city
3) require a one-year residency within the city to run or serve as mayor or member of council
4) eliminate filling a vacancy on council by a designee of the former member of council
5) provide that a vacancy on council is filled by the person who is not serving or has not served on council but who received the next highest total numbers of votes at the most recent municipal election
6) end the "so-called" pocket veto by mayor
7) provide individual liability for certain violations of open meeting or public record laws
8) provide for the recall of the mayor

TEXT: BE IT RESOLVED by the people of the City of Cincinnati, State of Ohio, that Sections 3, 4, 4a, 4b, and 5 of Article II, "Legislative Power," Section 2 of Article III, "Mayor," and Section 11 of Article IV, "Executive and Administrative Service," and Sections 2c of Article IX, "Nominations and Elections," of the Charter of the City of Cincinnati be amended as follows:

Section 1. Section 3 of Article II, "Legislative Power" of the Charter of the City of Cincinnati is amended by adding a new sentence at the end of the existing section, as follows:

> The affirmative vote of a majority of the members of the council shall be required to authorize the commencement of any litigation on behalf of the City of Cincinnati or any of its officials.

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

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

Section 2. Section 4 of Article II, "Legislative Power" of the Charter of the City of Cincinnati is hereby repealed, and new Section 4 of Article II, "Legislative Power" is hereby enacted as follows:

Article II. Legislative Power
Section 4. Subject to the terms of Article IX, Section 1 of this charter, a council of nine members shall be elected for a term of two years, commencing on the first Tuesday after January 1st next after their election and shall serve until their successors are elected and qualified. Each member of council shall receive annual compensation in an amount equal to the median household income for the City of Cincinnati as reported in the American Community Survey 1-Year Report as published by the United States Census Bureau for the year prior to the beginning of each calendar year. The annual compensation payable to each member of council shall not increase or decrease during any calendar year once such compensation is established, but the annual compensation payable to a member of council may increase or decrease from one calendar year to the next. Such compensation shall be payable semi-monthly.

Section 3. Section 4a of Article II, "Legislative Power" of the Charter of the City of Cincinnati is hereby repealed, and new Section 4a of Article II, "Legislative Power" is hereby enacted as follows:

Article II. Legislative Power
Section 4a. No person shall serve as mayor or a member of council unless such person shall have been a resident of the city for at least one year prior to assuming office, either through election or otherwise, and such person shall continue to be a resident of the city and a qualified elector thereof. Any person serving as mayor or member of council who should cease to possess any of said qualifications, or moves from the city, shall forthwith forfeit the office.

Section 4. Section 4b of Article II, "Legislative Power" of the Charter of the City of Cincinnati is hereby repealed, and new Section 4b of Article II, "Legislative Power" is hereby enacted as follows:

Article II. Legislative Power
Section 4b. If a member of council dies, resigns, or is removed, then the person who received the highest number of votes for election to council at the most recent municipal election but who was not declared elected to council at such election and who is not otherwise already serving or has served as a member of council since the most recent municipal election shall be the successor to hold the office for the remainder of the unexpired term of that member of council, provided such person shall not have previously failed to accept the position as a member of council at any time since the most recent municipal election.

Upon the death, resignation, or removal of a member of council, the clerk of council shall immediately notify in writing the person designated herein as the successor of such person's entitlement to assume the office as a member of council. Within two weeks of being informed by the clerk of council, the person designated herein as the successor shall certify in writing to the clerk of council that he or she

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

satisfies all requirements to hold the office of member of council and that he or she accepts the position as a member of council.

If the person designated herein as the successor shall fail to provide the written certification to the clerk of council as provided herein or shall have previously failed to accept the position as a member of council at any time since the most recent municipal election, then such person shall be deemed to have not accepted the position as a member of council and the person who received the next highest number of votes for election to council at the most recent municipal election but who was not declared elected to council at such election and who is not otherwise already serving or has served as a member of council since the most recent municipal election shall then be considered the successor to hold the office for the remainder of the unexpired term of the member of council who dies, resigns, or is removed, and the clerk of council shall proceed to provide notification to such person as provided for herein and such person shall provide the certification as required herein, until a successor assumes the office of as a member of council.

Section 5. Section 2 of Article III, "Mayor" of the Charter of the City of Cincinnati is hereby repealed, and new Section 2 of Article III, "Mayor" is hereby enacted as follows:

Article III. Mayor
Section 2.
The mayor shall preside over all meetings of the council but shall not have a vote on the council. The mayor may call a special meeting of the council. The mayor shall exercise the veto power as provided in Article II. The mayor shall appoint and may remove the vice-mayor and the chair of all committees of the council without the advice and consent of the council. The mayor shall assign all legislative proposals to the appropriate committee for consideration no later than 30 days after such proposed legislation is filed with the clerk of council. No later than 30 days after such proposed legislation is reported out of committee, the mayor shall place such legislative proposal on the agenda for consideration at the next meeting of council. The mayor may propose and introduce legislation for council consideration.

The mayor shall be recognized as the official head and representative of the city for all purposes, except as provided otherwise in this charter.

The mayor shall appoint the city manager upon an affirmative vote of five members of the council following the mayor's recommendation for appointment. Prior to the vote, the mayor shall seek the advice of council, to include the opportunity for council to interview the candidates considered by the mayor. Should the council not approve the recommendation of the mayor, the mayor may submit another recommendation or institute a new search. The mayor, with the advice of council, shall have the authority to initiate and recommend to the council the removal of the city manager, provided that such removal shall require an affirmative vote of five members of the council. A temporary appointment to the position of city manager that may be required by reason of a vacancy in the office shall be submitted by the mayor to the council for its approval prior to the appointment.

NOTICE

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The mayor shall deliver an annual address to the council and citizens of the city reporting on the state of the city and making recommendations for the establishment and achievement of future city goals.

The mayor shall transmit to the council the annual budget estimate prepared by the city manager. The transmittal shall occur within 15 days after receipt from the city manager and may include a letter commenting on the proposed budget.

The mayor shall perform such other duties as may be prescribed by this charter or as may be imposed by council, consistent with the office. The mayor shall be recognized as the official head of the city for all ceremonial purposes, by the courts for the purpose of serving civil process, and by the governor for military purposes.

In time of public danger or emergency, the mayor may, with the consent of the council, take command of the police, maintain order and enforce the law.

The mayor shall appoint his or her assistants in the unclassified service and shall fix their salaries. Such assistants shall serve at the pleasure of the mayor and shall constitute the mayoral service. All other appointments to be made by the mayor shall be made with the advice and consent of the council except as otherwise provided in this charter.

Section 7. A new Section 11 of Article IV, "Executive and Administrative Service" of the Charter of the City of Cincinnati is hereby enacted as follows:

Article IV. Executive and Administrative Service
Section 11.
The mayor or any member of council shall be liable to the city for any judgment in, or amount negotiated in settlement of, any civil action or appeal, together with any attorney fees and expenses incurred or expended by the city in defending such civil action or appeal, arising from the violation or alleged violation by the mayor or member of council of state law relating to open meetings or public records, provided that the act or omission giving rise to the civil action or appeal was undertaken by the mayor or member of council in an effort to avoid or circumvent the requirements of such state law or done purposely, knowingly, in bad faith, or in a wanton or reckless manner. The act or omission of the mayor or member of council giving rise to such liability may be established in the civil action itself or in a separate civil action commenced by the city solicitor or by a taxpayer who may bring such civil action and recover his or her costs, including attorney fees, only after the city solicitor fails, upon the written request of the taxpayer, to bring such civil action.

Section 8. A new Section 2c of Article IX, "Nominations and Elections" of the Charter of the City of Cincinnati is hereby enacted as follows:

Article IX. Nominations and Elections
Section 2c.

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

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

The mayor may be removed from office before expiration of his or her term. The process and procedure for such removal shall include, but are not limited to, all provisions of state law providing for removal of any elective officer of a municipal corporation.

We hereby designate the following persons as a committee to represent the petitioners in all matters relating to this petition or its circulation:

Name	Residence
Thomas E. Brinkman, Jr.	3215 Hardisty Ave., Cincinnati, OH 45208
Joseph Murray IV	3552 Kroger Ave #1, Cincinnati, OH 45226
Pete Witte	4319 Ridgeview Ave., Cincinnati, OH 45238

Instructions: You must live in the City of Cincinnati and be registered to vote.
You must use ink.
You must sign your name, date of signing, and give your voting residence.
You must not sign anyone else's name.

Signatures	Printed Name	Place of Residence Street and Number	Date of Signing
1.	Jon Halstd	1315 Suncrest Dr.	8-12-21
2.	Lauren Martin	3870 Mountvernon	8-15-21
3.	Natalie DeLu	3736 Drake	8/15/21
4.	Jazzy Bene	5562 Vernam Avenue	8/18/2021
5.	Bruce Hopkins	3687 TRASKWOOD CIR	8.19.21
6.	Eric Hopkins	3687 Traskwood Circle	8-19-21
7.	Brian Aldon	9100 Grand Ave	8-19-21
8.	Kimberly Aldon	9100 Grand Ave	8-19-21
9.	Deborah Haupert	5918 E Woodlawn	8-19-21
10.	Dawson Adams	822 Carini Ln	8-19-21

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Signatures	Printed Name	Place of Residence Street and Number	Date of Signing
11. Deliah Chaver	Deliah Chaver	3304 Ashwood Dr.	8/19/21
12.	[illegible]	3500 Merwood Ave	[illegible]
13.	JOE ZVKOR	3637 BRENTWOOD	8/19/21
14.	Jon Crane	7060	
15.	D.W. Crane	6562 Devonwood Dr	8/19/21
16.	Renee Muraca	3833 Earls Court Vw	8/19/21
17.	JOE MURACA	" " "	8/19/21
18.	Ben Stemy	2710 Griffith Ave	8/19/21
19.	Nick Taylor	" "	" "
20.	CRAIG SANDERS	6561 BARRET RD	8.20.21
21.	J RUGOTT	1331 Vine St.	8.20.21
22.	Kate Romanello	1352 Cuyler Ave	8/20/21
23.	Pat Nugent	3575 Paxton Ave 45208	8/20/21
24.	Scott Feldt	4277 Marlatt Dr	8/20/21
25.	Annie Jackson	2919 Observatory Ave	8/20/21
26.	Leigh Taylor	Leigh Taylor 3517 Niles Ave. 45208	8/20/21
27.	Amy Finn	3847 Drakewood 45209	8/20/21
28.	Billy Hinton	3608 Beech	8/20/21
29.	Andrew Nix	3827 Paxton Ave	8/20/21
30.	Margaret Bucaro	2316 Eastwood Ave	8/20/21

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NOTICE

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Signatures	Printed Name	Place of Residence Street and Number	Date of Signing
31.	Alison Molnar	20 Observatory	8-20-21
32.	Christina Mantith	3331 Mantith	8-20-21
33.	Ben Webb	5306 Section	8/20/21
34.	Lenchelwoods	5306 section	8/20/21
35.	Cody	5304 section	[illegible]
36.	Paul Mins	4735 N Edgewood	8/20/21
37.	Emma Paty	4735 N Edgewood	8/20/21
38.	Ed Schaefer	1216 Rosebud Hills Ln	8/20/21
39.	Megan Hube	3516 St. Charles Place	8/20/21
40.	Michael Hube	3516 St. Charles Place	8/20/21
41.	Nanette Schroder	2894 Alpine Ter.	8/20/21
42.	Kristen Kunf	2129 Oxford Ave. 45230	8/20/21
43.	Doyle Esil	3413 Paxton Ave 45208	8/20/21
44.	Kate Geiger	3148 Linwood Ave, 45208	8/20/21
45.	Iris Sunshine	3512 Monteith Ave 45208	8/20/21
46.	Bethanny Braun	3508 Monteith Ave 45208	8/20/21
47.	Jay Braun	3508 Monteith Ave 45208	8/20/21
48.	Alex Sunshine	3512 Monteith Ave 45208	8/20/21
49.	Joseph Bartish	1308 Meier Ave 45208	8/20/21
50.	Shauna Bartish	1308 Meier Ave. 45208	8/20/21

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

NOTICE

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DECLARATION OF CIRCULATOR

I, Joe Murray (name of circulator of petition), declare under penalty of election falsification that I am a resident of the State of Ohio and reside at the address appearing below my signature; that I am the circulator of the foregoing petition containing 50 (number) signatures; that I witnessed the affixing of every signature; that each signature was made in my presence on the date indicated; that all signers were to the best of my knowledge and belief qualified to sign; that every signature is to the best of my knowledge and belief the signature of the person whose signature it purports to be or of an attorney in fact acting pursuant to section 3501.382 of the Revised Code (i.e., is the genuine signature of the person it purports to be).

Signed [signature]

Address: 3552 Kroger Ave #1
(where circulator resides)
Cinti, OH 45226

31 Good

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE

City of Cincinnati
Council

Melissa Autry, CMC
Clerk of Council

Office of the Clerk

801 Plum Street, Suite 308
Cincinnati, Ohio 45202
Phone (513) 352-3246
Fax (513) 352-2578

August 30, 2021

To Whom It May Concern:

The City of Cincinnati, Clerk of Council's Office received 277 petitions from Tom Brinkman on Monday, August 30, 2021 regarding an amendment to the Charter of the City of Cincinnati to: 1.) Require approval of council to commence litigation, 2.) Establish and adjust council salaries on annual basis to the median household income for the city, 3.) Require a one-year residency within the city to run or serve as mayor or member of council, 4.) Eliminate filling a vacancy on council by a designee for the former member of council. 5.) Provide that a vacancy on council is filled by the person who is not serving or has not served on council but who received the next highest total numbers of votes at the most recent municipal election. 6.) End the "so-called" pocket veto by the mayor. 7.) Provide individual liability for certain violations of open meeting or public record laws. 8.) Provide for the recall of the Mayor.

Melissa Autry, CMC
Clerk of Council
City of Cincinnati

City of Cincinnati

801 Plum Street, Suite 346A
Cincinnati, Ohio 45202

Phone (513) 352 5280
Email liz.keating@cincinnati-oh.gov
Web www.cincinnati-oh.gov

Liz Keating
Councilmember

MOTION

Recently Cincinnati City Council passed a water rate increase to fund infrastructure improvements around the city. WE MOVE that the city administration provide a report detailing the following:

- Tracking the status of ongoing projects (i.e., is the project on track/ keeping a timeline)
- The spending designated to each project
- Which vendors are being contracted to complete these projects
- Breakdown of contracted businesses by WBE, MBE, and locality
- Any other relevant information relating to the projects

We FURTHER MOVE that this report is produced and published quarterly to increase transparency and clarity to our residents who are funding these improvements made by Greater Cincinnati Water Works.

Councilmember Liz Keating

city of CINCINNATI
Interdepartment Correspondence Sheet

Date: January 27, 2021

To: Mayor and Members of City Council **202100276**

From: Paula Boggs Muething, City Manager

Subject: ORDINANCE – ENCROACHMENT EASEMENTS IN FAVOR OF INGALLS HOTEL AT VINE STREET AND EAST FOURTH STREET

Attached is an ordinance captioned as follows:

> AUTHORIZING the City Manager to execute a *Grant of Encroachment Easements* in favor of Ingalls Hotel, LLC, pursuant to which the City of Cincinnati will grant encroachment easements to permit a subsurface air intake system, two out-swinging doors, a cornice projection, and basement/subbasement space to encroach upon portions of the Vine Street East Fourth Street public rights-of-way in the Central Business District.

Ingalls Hotel, LLC ("Grantee") owns the building at 6 East Fourth Street in the Central Business District. They are requesting easements from the City to permit a subsurface air intake system, two out-swinging doors, an existing cornice projection, and existing basement/subbasement space to encroach upon portions of Vine Street and East Fourth Street.

Granting the easements to Grantee is not adverse to the City's retained interest in the public right-of-way and will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities.

The fair market value of the easements is approximately $24,860, which Grantee has deposited with the City Treasurer.

The City Planning Commission approved the easements at its meeting on June 19, 2020.

The Administration recommends passage of the attached ordinance.

Attachment I – Grant of Encroachment Easement

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

City of Cincinnati

CHM

An Ordinance No._____ - 2021

AUTHORIZING the City Manager to execute a *Grant of Encroachment Easements* in favor of Ingalls Hotel, LLC, pursuant to which the City of Cincinnati will grant encroachment easements to permit a subsurface air intake system, two out-swinging doors, a cornice projection, and basement/subbasement space to encroach upon portions of the Vine Street and East Fourth Street public rights-of-way in the Central Business District.

WHEREAS, Ingalls Hotel, LLC ("Grantee") owns the building located at 6 East Fourth Street in the Central Business District; and

WHEREAS, the City of Cincinnati owns the adjoining Vine Street and East Fourth Street public rights-of-way, which are under the management of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, Grantee has requested encroachment easements from the City, as more particularly depicted and described in the *Grant of Encroachment Easements* attached to this ordinance as Attachment A and incorporated herein by reference, to permit a subsurface air intake system, two out-swinging doors, an existing cornice projection, and existing basement/subbasement space to encroach upon portions of the Vine Street and East Fourth Street public rights-of-way; and

WHEREAS, the City Manager, in consultation with DOTE, has determined (i) that granting the easements to Grantee is not adverse to the City's retained interest in the public right-of-way, and (ii) that granting the easements will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities; and

WHEREAS, pursuant to Section 331-5 of the Cincinnati Municipal Code, Council may authorize the encumbrance of City-owned property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, the City's Real Estate Services Division has determined by appraisal that the fair market value of the easements is approximately $24,860, which Grantee has deposited with the City Treasurer; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easements at its meeting on June 19, 2020; 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 *Grant of Encroachment Easements* in favor of Ingalls Hotel, LLC ("Grantee"), owner of the building located at 6 East Fourth Street in the Central Business District, in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati will grant to Grantee five encroachment easements over, across, and under portions of the Vine Street and East Fourth Street public rights-of-way to permit a subsurface air intake system, two out-swinging doors, an existing cornice projection, and existing basement/subbasement space to encroach upon the Vine and East Fourth Street public rights-of-way.

Section 2. That granting the easements to Grantee (i) is not adverse to the City's retained interest in the Vine Street and East Fourth Street public rights-of-way, and (ii) will not have an adverse effect on the usability or accessibility of any existing Vine Street or East Fourth Street public right-of-way facilities.

Section 3. That it is in the best interest of the City to grant the easements without competitive bidding because, as a practical matter, no one other than Grantee would have any use for the easements.

Section 4. That the fair market value of the easements, as determined by appraisal by the City's Real Estate Services Division, is approximately $24,860, which Grantee has deposited with the City Treasurer.

Section 5. That the proceeds from the grant of easements shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the easements, and that the City's Finance Director is hereby

authorized to deposit amounts in excess thereof, if any, into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 7. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance and to fulfill the terms of the *Grant of Encroachment Easements*, including, without limitation, executing any and all ancillary agreements, plats, and other real estate documents.

Section 8. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF ENCROACHMENT EASEMENTS

(building basement encroachment, subsurface air intake encroachment, door swing encroachments, and aerial encroachment upon Fourth and Vine Streets at 6 East Fourth Street)

This Grant of Encroachment Easements is made this ____ day of _____, 2021 by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **INGALLS HOTEL, LLC**, a North Carolina limited liability company, the tax-mailing address of which is 5113 Piper Station Drive, Suite 300, Charlotte, NC 28277 ("**Grantee**").

Recitals:

A. By virtue of a Deed recorded in Official Record 13699, Page 2486 Hamilton County, Ohio Recorder's Office, Grantee owns the real property located at 6 East Fourth Street, Cincinnati, Ohio, generally located at the northeast corner of the intersection of East Fourth and Vine Streets in the Central Business District of Cincinnati, as more particularly described on Exhibit A – (*Legal Description – Benefitted Property*) hereto (the "**Benefitted Property**").

B. The City owns the adjoining East Fourth Street and Vine Street public rights-of-way, which are under the management and control of the City's Department of Transportation and Engineering ("**DOTE**").

C. Grantee has requested five (5) encroachment easements from the City for improvements that encroach upon portions of the East Fourth Street and Vine Street rights-of-way (namely, a subsurface encroachment for an air intake system, two door swing encroachments, an aerial encroachment for a cornice projection, and a building encroachment for basement/subbasement space; collectively, the "**Improvements**" and each an "**Improvement**", as applicable).

D. The City Manager, in consultation with DOTE, has determined (i) that the easements will not have an adverse effect on the City's retained interest in the public right-of-way, and (ii) that granting the easements will not have an adverse effect on the usability of, or accessibility in, any existing public right-of-way facilities.

E. The City's Real Estate Services Division has determined that the fair market value of the easements, as determined by appraisal, is $24,860, which has been deposited with the Real Estate Services Division.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easements at its meeting on June 19, 2020.

G. Cincinnati City Council approved the easements by Ordinance No. ___-2021, passed on _____, 2021.

NOW THEREFORE, the parties do hereby agree as follows:

1. Grant of Encroachment Easements. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, the following five non-exclusive easements for the maintenance of the Improvements: (i) an encroachment easement for air intake facilities and appurtenances that encroach into the Vine Street public right-of-way, as depicted on Exhibit B (*Site Survey – Air Intake Easement*) and described on Exhibit C (*Legal Description – Air Intake Easement*) hereto (the "**Air Intake Easement**"); (ii) an encroachment easement for a door and its swing radius that encroaches into the Vine Street right-of-way, as depicted on Exhibit D (*Site Survey – Door Swing Easements*) and described on Exhibit E (*Legal Description – Door Swing Easements*) hereto ("**Door Swing Easement 1**"); (iii) an encroachment easement for a door and its swing radius that encroaches into the East Fourth Street right-of-way, as depicted on Exhibit D and described on Exhibit E hereto ("**Door Swing Easement 2**"); (iv) an aerial encroachment easement for a cornice projection that encroaches into the East Fourth Street and Vine Street rights-of-way, as depicted on Exhibit F (*Site Survey – Cornice Easement*) and described on Exhibit G (*Legal Description – Cornice Easement*) hereto (the "**Cornice Easement**"; and, (v) an encroachment easement for building subspace that encroaches into the East Fourth Street and Vine Street rights-of-way, as depicted on Exhibit H (*Site Survey – Subterranean Space Easement*) and described on Exhibit I (*Legal Description – Subterranean Space Easement*) hereto (the "**Subterranean Space Easement**", and together with the Air Intake Easement, Door Swing Easement 1, Door Swing Easement 2, and the Cornice Easement, the "**Encroachment Easements**" and each an "**Encroachment Easement**", as applicable). Grantee shall not make any modifications to the Improvements without the City's prior written consent. Notwithstanding anything herein to the contrary, the Encroachment Easements shall automatically terminate upon (i) the complete demolition of the building; (ii) any permanent alteration of the building that entails the elimination of an Improvement within an easement area such that any Encroachment Easement would be rendered unnecessary; or (iii) upon written notice from the City if the City determines that it needs the easement areas or any portions thereof for a municipal purpose, including, without limitation to the implementation of Americans with Disabilities Act ("**ADA**") regulations compliance or accessibility standards; (iv) or upon written notice from the City if the City determines that the Improvements are creating a public safety issue, such as noncompliance with ADA accessibility regulations, contributing to adverse impacts on the usability of, or accessibility in, any public right-of-way facilities.

2. Maintenance and Repairs. Grantee, at no cost to the City, shall at all times maintain the Improvements in a continuous state of good and safe condition and repair. Grantee acknowledges that there may be existing easements, utility lines and related facilities in the vicinity of the easement areas ("**Third Party Utility Lines**"). In connection with Grantee's activities within the easement areas, Grantee shall not interfere with the access of any relevant utility company to maintain and repair the Third Party Utilities Lines, and shall, at Grantee's expense, promptly repair any and all damage to the Third Party Utility Lines caused by Grantee, its agents, employees or contractors. Any relocation of Third Party Utility Lines necessitated by Grantee's activities shall be handled entirely at Grantee's expense. All work undertaken by Grantee hereunder shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

3. Insurance; Indemnification. At all times during which Grantee is undertaking construction activities within the easement areas, and in addition to whatever other insurance and bond requirements as the City may from time to time require, Grantee shall maintain a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City as an additional insured, in an amount not less than $1,000,000 per occurrence, combined single limit/$1,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee

shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, prior to undertaking any construction activities within the easement areas. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Improvements, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorneys fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the construction, maintenance, repair or other matters associated with the Improvements.

4. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of the City and be binding upon Grantee and its successors-in-interest with respect to the Benefitted Property.

5. Coordinated Report Conditions (CR #42-2019). The following additional conditions shall apply:

(a) DOTE:

(i) Grantee is responsible for existing and future sidewalk/ right-of-way repairs and responsibilities in accordance with the Cincinnati Municipal Code.

(ii) The City's grant of the Encroachment Easements shall not limit in any way the City's access to existing traffic signal pole utilities, utility facilities, or foundations.

(iii) The air intake facilities and associated appurtenances located in the Air Intake Easement shall meet ADA and the City's Street Restoration Manual for cellar doors, designed for ASHTO H-20 truck load.

6. Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description - Benefitted Property*
Exhibit B – *Site Survey – Air Intake Easement*
Exhibit C – *Legal Description – Air Intake Easement*
Exhibit D – *Site Survey – Door Swing Easements*
Exhibit E – *Legal Description – Door Swing Easements*
Exhibit F – *Site Survey – Cornice Easement*
Exhibit G – *Legal Description – Cornice Easement*
Exhibit H – *Site Survey – Subterranean Space Easement*
Exhibit I – *Legal Description – Subterranean Space Easement*

Executed on the date of acknowledgement indicated below.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

_____
Notary Public
My commission expires: _____

Approved by:

_____
John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form by:

_____
Assistant City Solicitor

Acknowledged and Accepted:

INGALLS HOTEL, LLC,
a North Carolina limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

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

EXHIBIT A

to Grant of Encroachment Easements

LEGAL DESCRIPTION - BENEFITTED PROPERTY

Property Address: 6 East Fourth Street, Cincinnati, Ohio 45202

Auditor's Parcel No.: 083-0001-0074-00

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, described as follows:

Situate in the City of Cincinnati, County of Hamilton and State of Ohio and being part of In Lot 189 upon the original plan of the City of Cincinnati and further identified as being parts of Lots 3, 4 and 5 as laid out upon the Sheriff's Plat of Subdivision of the lands of George W. Jones recorded in Deed Book 101, Page 394, in the Offices of the Recorder, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point at the Northeast corner of Fourth and Vine Streets and running
thence Northwardly with Vine Street 100 feet;
thence Eastwardly parallel with Fourth Street 50 feet, 6 - 7/8 inches;
thence Southwardly parallel with Vine Street 100 feet;
thence westwardly with Fourth Street 50 feet, 6 - 7/8 inches to the place of beginning.

EXHIBIT B

to Grant of Encroachment Easements

Site Survey – Air Intake Easement

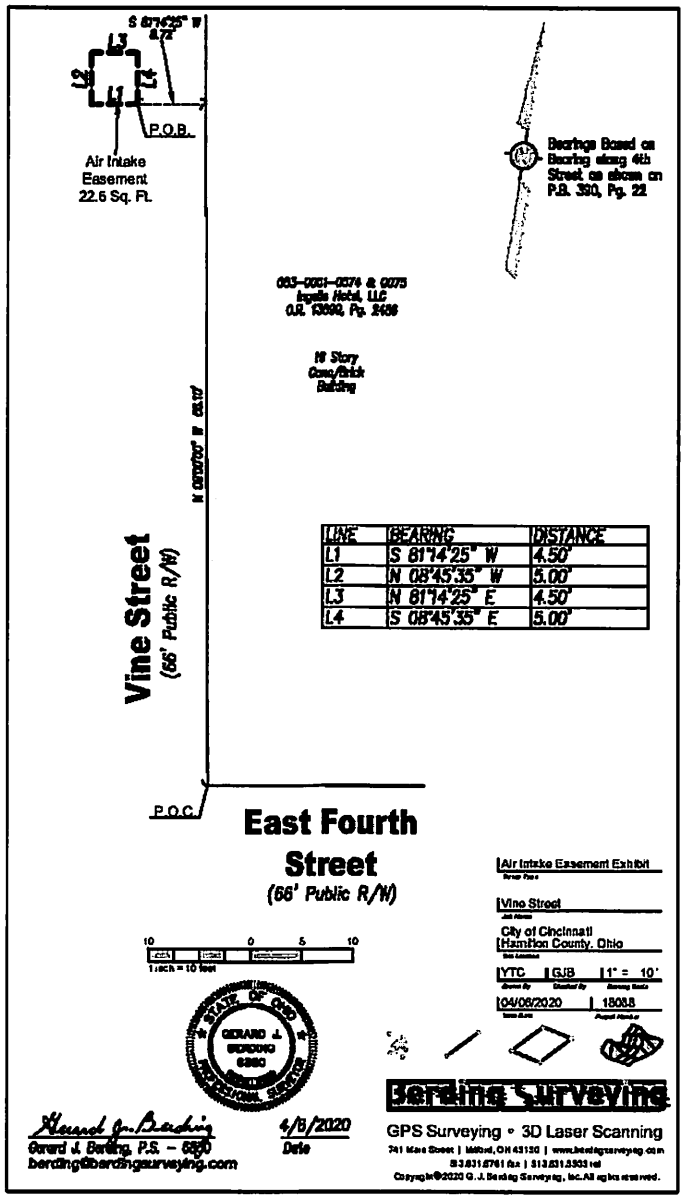

EXHIBIT C

to Grant of Encroachment Easements

Legal Description – Air Intake Easement

Berding Surveying

GPS Surveying • 3D Laser Scanning

Air Intake Easement
Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the north line of East Fourth Street and the east line of Vine Street; Thence with the east line of said Vine Street, North 09°00'00" West, 66.10 feet; Thence leaving the east line of said Vine Street, South 81°14'25" West, 6.72 feet to the **POINT OF BEGINNING**;

Thence South 81°14'25" West, 4.50 feet;

Thence North 08°45'35" West, 5.00 feet;

Thence North 81°14'25" East, 4.50 feet;

Thence South 08°45'35" East, 5.00 feet to the **POINT OF BEGINNING**.

CONTAINING 22.5 Square Feet.

Being located in the public right of way of Vine Street

Bearings are based on Fourth Street as shown on Plat Book 390, Page 22 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020.

Gerard J. Berding

Gerard J. Berding, P.S. 6880

04-06-2020
Date

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED PROFESSIONAL SURVEYOR

G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

EXHIBIT D

to Grant of Encroachment Easements

Site Survey – Door Swing Easements

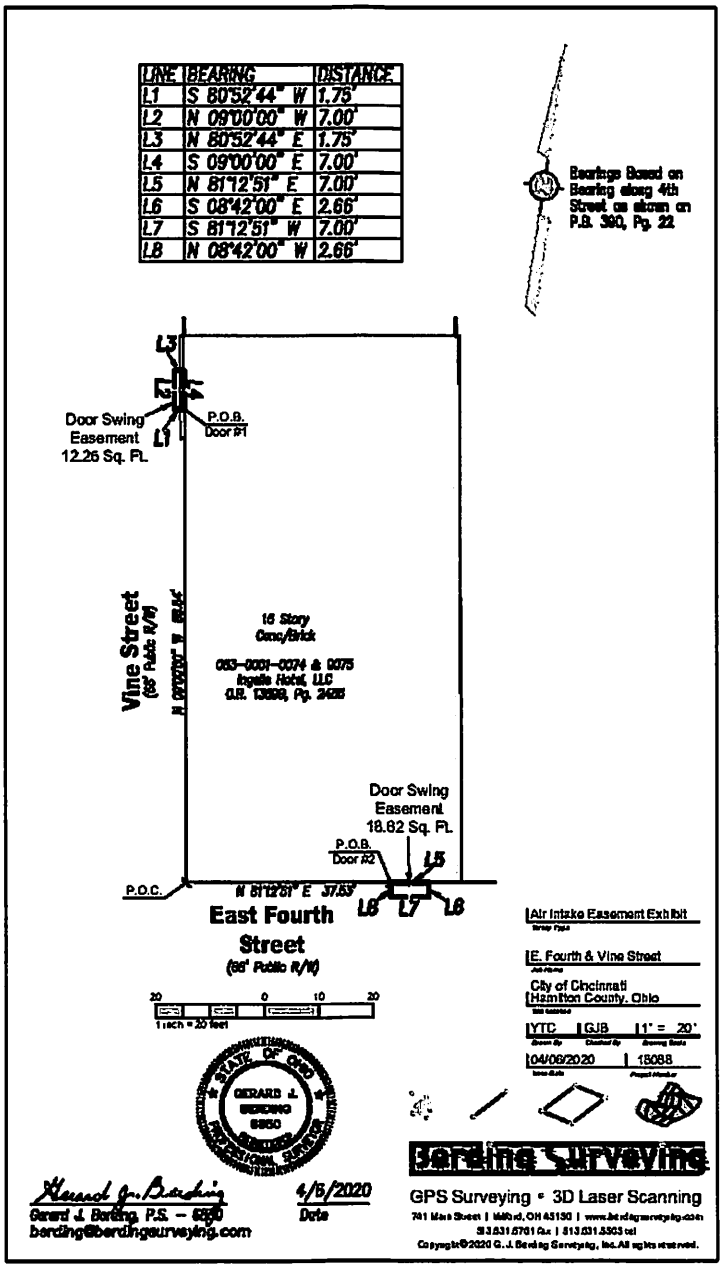

EXHIBIT E

to Grant of Encroachment Easements

Legal Description – Door Swing Easements

Berding Surveying

GPS Surveying • 3D Laser Scanning

Door #1
Swing Easement
Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the north line of East Fourth Street and the east line of Vine Street; Thence with the east line of said Vine Street, North 09°00'00" West, 86.64 feet to the **POINT OF BEGINNING**;

Thence leaving the east line of said Vine Street, South 80°52'44" West, 1.75 feet;

Thence North 09°00'00" West, 7.00 feet;

Thence North 80°52'44" East, 1.75 feet to the east line of said Vine Street;

Thence South 09°00'00" East, 7.00 feet to the **POINT OF BEGINNING**.

CONTAINING 12.25 Square Feet.

Being located in the public right of way of Vine Street

Bearings are based on Fourth Street as shown on Plat Book 390, Page 22 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020.

Gerard J. Berding

Gerard J. Berding, P.S. 6880

04-06-2020
Date

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED
PROFESSIONAL SURVEYOR

G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

Door #2
Swing Easement
East Fourth Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the north line of East Fourth Street and the east line of Vine Street; Thence with the north line of said East Fourth Street, North 81°12'51" East, 37.53 feet to the **POINT OF BEGINNING**;

Thence with the north line of said East Fourth Street, North 81°12'51" East, 7.00 feet;

Thence leaving the north line of said East Fourth Street, South 08°42'00" East, 2.66 feet;

Thence South 81°12'51" West, 7.00 feet;

Thence North 08°42'00" West, 2.66 feet to the **POINT OF BEGINNING**.

CONTAINING 18.62 Square Feet.

Being located in the public right of way of East Fourth Street

Bearings are based on Fourth Street as shown on Plat Book 390, Page 22 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020.

STATE OF OHIO
GERARD J. BERDING
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04-06-2020
Date

G.J. Berding Surveying, Inc.

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EXHIBIT F

to Grant of Encroachment Easements

Site Survey – Cornice Easement

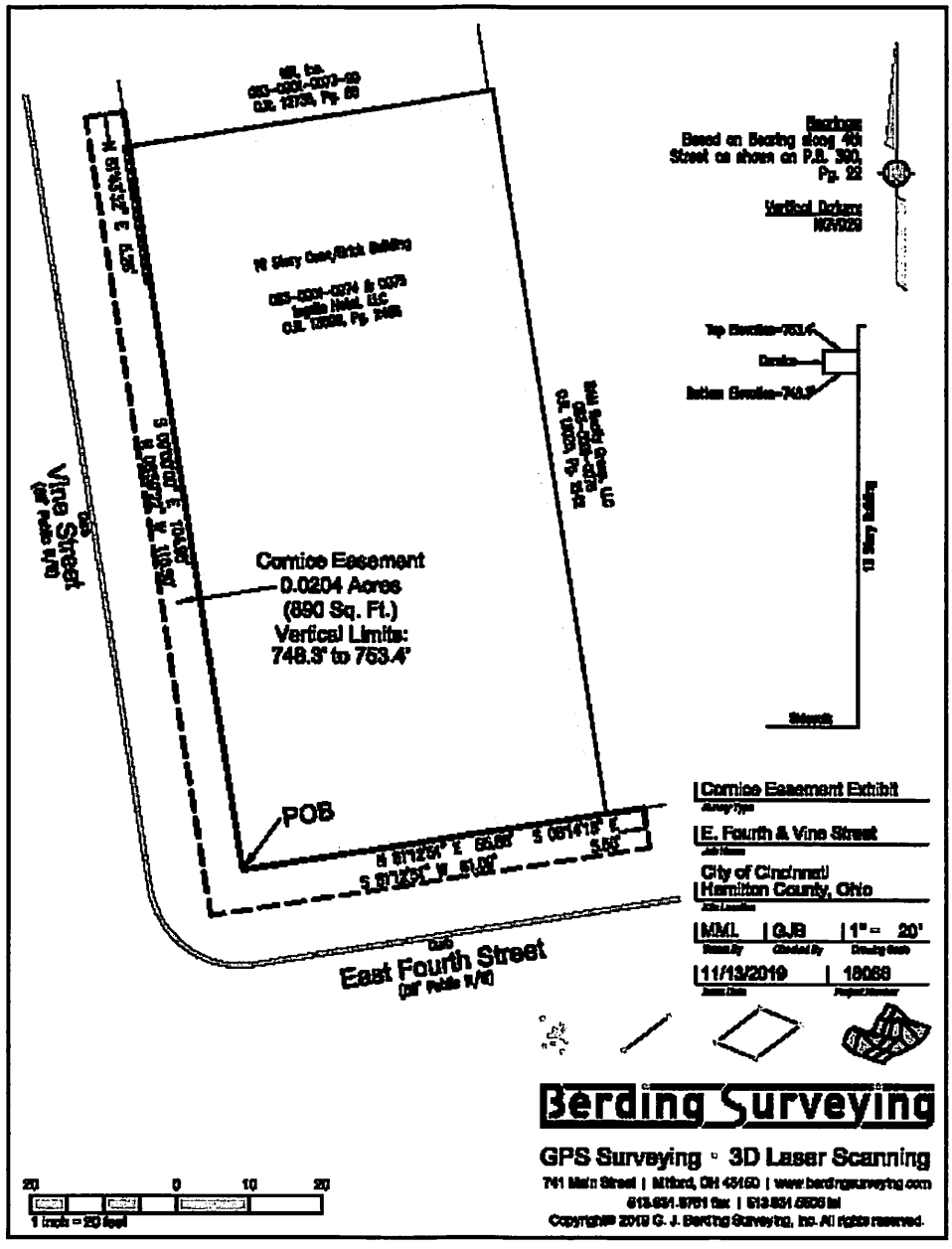

EXHIBIT G

to Grant of Encroachment Easements

Legal Description – Cornice Easement

Berding Surveying

GPS Surveying • 3D Laser Scanning

Description for: SREE, Ingalls Hotel, 0.0204 Acre Cornice Easement
Location: E. Fourth & Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the north line of East Fourth Street and the east line of Vine Street.

Thence along said north line of East Fourth Street, North 81°12'51" East, 55.88 feet;

Thence through the existing right of way of said East Fourth Street and Vine Street, the following four courses (4):

1. South 08°14'18" East, 5.50 feet;
2. South 81°12'51" West, 61.09 feet;
3. North 08°59'22" West, 110.50 feet;
4. North 81°43'32" East, 5.26 feet to a point in the aforesaid east line of Vine Street;

Thence along said east line of Vine Street, South 09°00'00" East, 104.95 feet to the **POINT OF BEGINNING.**

CONTAINING 0.0204 Acres and being a portion of the right-of-way of East Fourth Street and Vine Street between elevations of 748.3 feet and 753.4 feet.

The bearings are based on Bearing along 4th Street as shown on P.B. 390, Pg. 22. The Vertical Datum is NGVD29.

Prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019.

Gerard J. Berding

Gerard J. Berding, P.S. 6880

11-13-19
Date

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED
PROFESSIONAL SURVEYOR

Printed on 11/13/2019 11:50 AM • P:\16000\16088 SREE Hotels - Fourth & Vine\Word Documents\16088 0.0204 Ac. Cornice Easement Legal Description.doc • By:Michele

G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

EXHIBIT H

to Grant of Encroachment Easements

Site Survey – Subterranean Space Easement

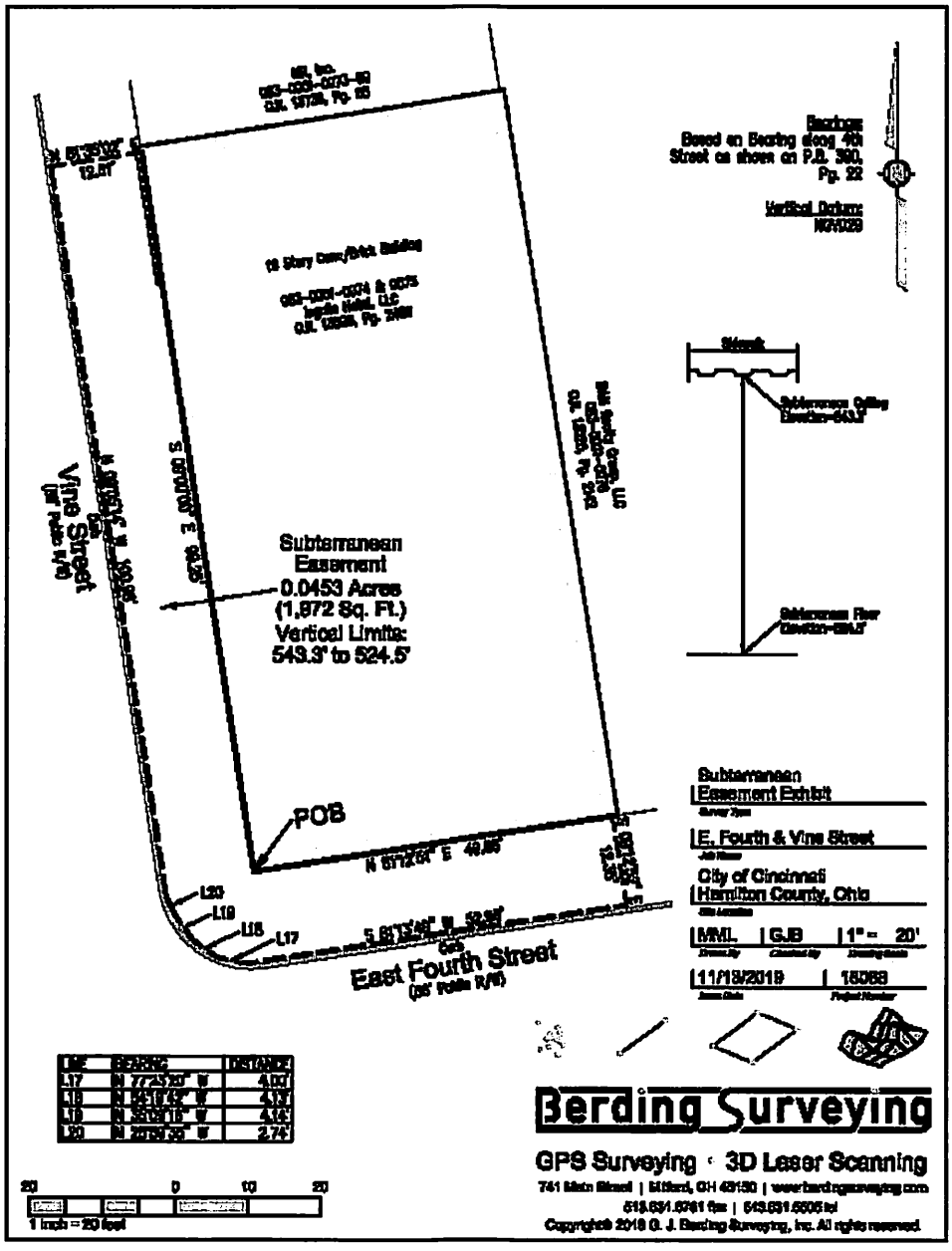

EXHIBIT I

to Grant of Encroachment Easements

Legal Description – Subterranean Space Easement

Berding Surveying

GPS Surveying • 3D Laser Scanning

Description for: SREE, Ingalls Hotel, 0.0453 Acre Subterranean Easement
Location: E. Fourth & Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the north line of East Fourth Street and the east line of Vine Street.

Thence along said north line of East Fourth Street, North 81°12'51" East, 49.86 feet;

Thence through the existing right of way of said East Fourth Street and Vine Street, the following eight (8) courses:

1. South 09°12'52" East, 12.35 feet;
2. South 81°13'49" West, 52.98 feet;
3. North 77°23'20" West, 4.00 feet;
4. North 54°19'42" West, 4.13 feet;
5. North 35°09'16" West, 4.14 feet;
6. North 25°59'35" West, 2.74 feet;
7. North 09°05'14" West, 100.98 feet;
8. North 81°35'02" East, 12.51 feet to a point in the aforesaid east line of Vine Street;

Thence along said east line of Vine Street, South 09°00'00" East, 99.25 feet to the **POINT OF BEGINNING.**

CONTAINING 0.0453 Acres. Encompasses the described physical space underneath Vine Street and East Fourth Street from an elevation of 543.3 feet to 524.5 feet. The intent of easement is to encompass the vertical space beneath the public sidewalk, extending from sidewalk to the lowest level of the building subterranean space below. Depth of easement is approximately 18.8 feet+/-. Refer to Easement Exhibit.

The bearings are based on Bearing along 4th Street as shown on P.B. 390, Pg. 22. The Vertical Datum is NGVD29.

Prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019.

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED
PROFESSIONAL SURVEYOR

Gerard J. Berding

Gerard J. Berding, P.S. 6880

11-13-19
Date

Printed on 11/13/2019 11:51 AM • P:\16000\16088 SREE Hotels - Fourth & Vine\Word Documents\16088 0.0453 Ac. Subterranean Easement Legal Description.doc • By:Michele

G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

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[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF ENCROACHMENT EASEMENTS

(building basement encroachment, subsurface air intake encroachment, door swing encroachments, and aerial encroachment upon Fourth and Vine Streets at 6 East Fourth Street)

This Grant of Encroachment Easements is made this ____ day of _____, 2021 by the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **INGALLS HOTEL, LLC**, a North Carolina limited liability company, the tax-mailing address of which is 5113 Piper Station Drive, Suite 300, Charlotte, NC 28277 ("**Grantee**").

Recitals:

A. By virtue of a Deed recorded in Official Record 13699, Page 2486 Hamilton County, Ohio Recorder's Office, Grantee owns the real property located at 6 East Fourth Street, Cincinnati, Ohio, generally located at the northeast corner of the intersection of East Fourth and Vine Streets in the Central Business District of Cincinnati, as more particularly described on Exhibit A – (*Legal Description – Benefitted Property*) hereto (the "**Benefitted Property**").

B. The City owns the adjoining East Fourth Street and Vine Street public rights-of-way, which are under the management and control of the City's Department of Transportation and Engineering ("**DOTE**").

C. Grantee has requested five (5) encroachment easements from the City for improvements that encroach upon portions of the East Fourth Street and Vine Street rights-of-way (namely, a subsurface encroachment for an air intake system, two door swing encroachments, an aerial encroachment for a cornice projection, and a building encroachment for basement/subbasement space; collectively, the "**Improvements**" and each an "**Improvement**", as applicable).

D. The City Manager, in consultation with DOTE, has determined (i) that the easements will not have an adverse effect on the City's retained interest in the public right-of-way, and (ii) that granting the easements will not have an adverse effect on the usability of, or accessibility in, any existing public right-of-way facilities.

E. The City's Real Estate Services Division has determined that the fair market value of the easements, as determined by appraisal, is $24,860, which has been deposited with the Real Estate Services Division.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the easements at its meeting on June 19, 2020.

G. Cincinnati City Council approved the easements by Ordinance No. ___-2021, passed on _____, 2021.

NOW THEREFORE, the parties do hereby agree as follows:

1. Grant of Encroachment Easements. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, the following five non-exclusive easements for the maintenance of the Improvements: (i) an encroachment easement for air intake facilities and appurtenances that encroach into the Vine Street public right-of-way, as depicted on Exhibit B (*Site Survey – Air Intake Easement*) and described on Exhibit C (*Legal Description – Air Intake Easement*) hereto (the "**Air Intake Easement**"); (ii) an encroachment easement for a door and its swing radius that encroaches into the Vine Street right-of-way, as depicted on Exhibit D (*Site Survey – Door Swing Easement*s) and described on Exhibit E (*Legal Description – Door Swing Easement*s) hereto ("**Door Swing Easement 1**"); (iii) an encroachment easement for a door and its swing radius that encroaches into the East Fourth Street right-of-way, as depicted on Exhibit D and described on Exhibit E hereto ("**Door Swing Easement 2**"); (iv) an aerial encroachment easement for a cornice projection that encroaches into the East Fourth Street and Vine Street rights-of-way, as depicted on Exhibit F (*Site Survey – Cornice Easement*) and described on Exhibit G (*Legal Description – Cornice Easement*) hereto (the "**Cornice Easement**"; and, (v) an encroachment easement for building subspace that encroaches into the East Fourth Street and Vine Street rights-of-way, as depicted on Exhibit H (*Site Survey – Subterranean Space Easement*) and described on Exhibit I (*Legal Description – Subterranean Space Easement*) hereto (the "**Subterranean Space Easement**", and together with the Air Intake Easement, Door Swing Easement 1, Door Swing Easement 2, and the Cornice Easement, the "**Encroachment Easements**" and each an "**Encroachment Easement**", as applicable). Grantee shall not make any modifications to the Improvements without the City's prior written consent. Notwithstanding anything herein to the contrary, the Encroachment Easements shall automatically terminate upon (i) the complete demolition of the building; (ii) any permanent alteration of the building that entails the elimination of an Improvement within an easement area such that any Encroachment Easement would be rendered unnecessary; or (iii) upon written notice from the City if the City determines that it needs the easement areas or any portions thereof for a municipal purpose, including, without limitation to the implementation of Americans with Disabilities Act ("**ADA**") regulations compliance or accessibility standards; (iv) or upon written notice from the City if the City determines that the Improvements are creating a public safety issue, such as noncompliance with ADA accessibility regulations, contributing to adverse impacts on the usability of, or accessibility in, any public right-of-way facilities.

2. Maintenance and Repairs. Grantee, at no cost to the City, shall at all times maintain the Improvements in a continuous state of good and safe condition and repair. Grantee acknowledges that there may be existing easements, utility lines and related facilities in the vicinity of the easement areas ("**Third Party Utility Lines**"). In connection with Grantee's activities within the easement areas, Grantee shall not interfere with the access of any relevant utility company to maintain and repair the Third Party Utilities Lines, and shall, at Grantee's expense, promptly repair any and all damage to the Third Party Utility Lines caused by Grantee, its agents, employees or contractors. Any relocation of Third Party Utility Lines necessitated by Grantee's activities shall be handled entirely at Grantee's expense. All work undertaken by Grantee hereunder shall be in compliance with all applicable codes, laws, and other governmental standards, policies, guidelines and requirements.

3. Insurance; Indemnification. At all times during which Grantee is undertaking construction activities within the easement areas, and in addition to whatever other insurance and bond requirements as the City may from time to time require, Grantee shall maintain a policy of Commercial General Liability insurance, with an insurance company reasonably acceptable to the City and naming the City as an additional insured, in an amount not less than $1,000,000 per occurrence, combined single limit/$1,000,000 aggregate, or in such greater amount as the City may from time to time require. Grantee

shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, prior to undertaking any construction activities within the easement areas. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Improvements, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including without limitation reasonable attorneys fees), liability and damages suffered or incurred by, or asserted against, the City in connection with the construction, maintenance, repair or other matters associated with the Improvements.

4. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of the City and be binding upon Grantee and its successors-in-interest with respect to the Benefitted Property.

5. Coordinated Report Conditions (CR #42-2019). The following additional conditions shall apply:

(a) DOTE:

(i) Grantee is responsible for existing and future sidewalk/ right-of-way repairs and responsibilities in accordance with the Cincinnati Municipal Code.

(ii) The City's grant of the Encroachment Easements shall not limit in any way the City's access to existing traffic signal pole utilities, utility facilities, or foundations.

(iii) The air intake facilities and associated appurtenances located in the Air Intake Easement shall meet ADA and the City's Street Restoration Manual for cellar doors, designed for ASHTO H-20 truck load.

6. Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description - Benefitted Property*
Exhibit B – *Site Survey – Air Intake Easement*
Exhibit C – *Legal Description – Air Intake Easement*
Exhibit D – *Site Survey – Door Swing Easement*s
Exhibit E – *Legal Description – Door Swing Easement*s
Exhibit F – *Site Survey – Cornice Easement*
Exhibit G – *Legal Description – Cornice Easement*
Exhibit H – *Site Survey – Subterranean Space Easement*
Exhibit I – *Legal Description – Subterranean Space Easement*

Executed on the date of acknowledgement indicated below.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

_____
Notary Public
My commission expires: _____

Approved by:

_____
John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form by:

_____
Assistant City Solicitor

Acknowledged and Accepted:

INGALLS HOTEL, LLC,
a North Carolina limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2021

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

EXHIBIT A

to Grant of Encroachment Easements

LEGAL DESCRIPTION - BENEFITTED PROPERTY

Property Address: 6 East Fourth Street, Cincinnati, Ohio 45202

Auditor's Parcel No.: 083-0001-0074-00

Situated in the City of Cincinnati, County of Hamilton, State of Ohio, described as follows:

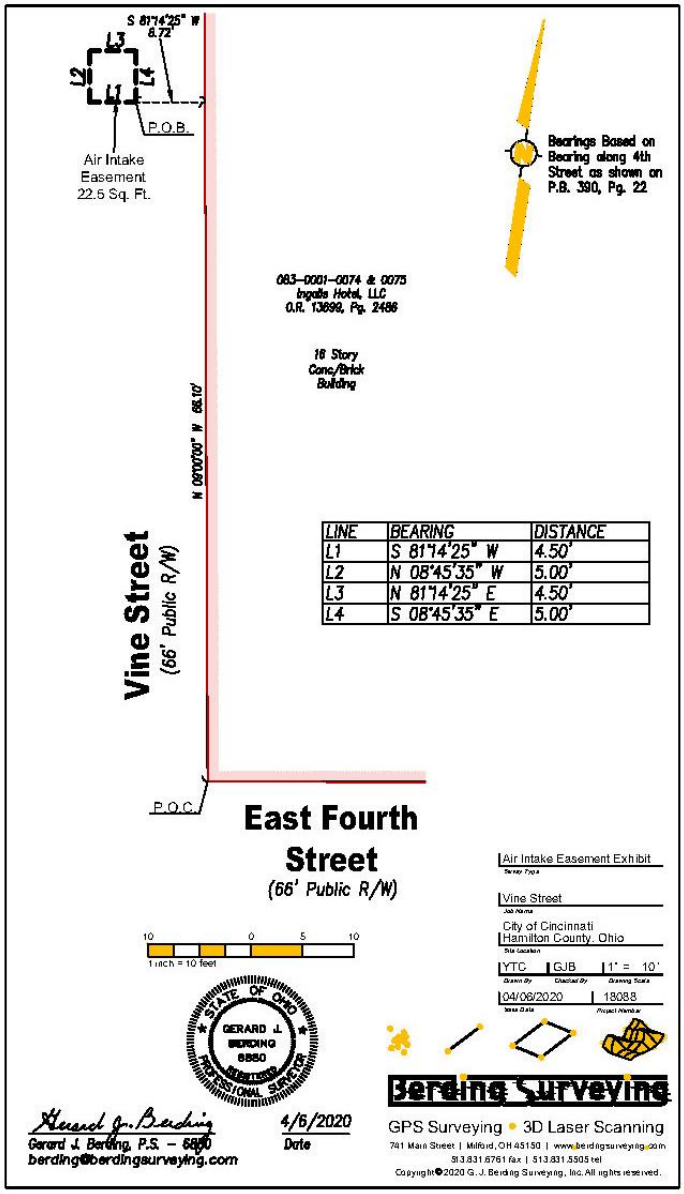
Situate in the City of Cincinnati, County of Hamilton and State of Ohio and being part of In Lot 189 upon the original plan of the City of Cincinnati and further identified as being parts of Lots 3, 4 and 5 as laid out upon the Sheriff's Plat of Subdivision of the lands of George W. Jones recorded in Deed Book 101, Page 394, in the Offices of the Recorder, Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point at the Northeast corner of Fourth and Vine Streets and running
thence Northwardly with Vine Street 100 feet;
thence Eastwardly parallel with Fourth Street 50 feet, 6 - 7/8 inches;
thence Southwardly parallel with Vine Street 100 feet;
thence westwardly with Fourth Street 50 feet, 6 - 7/8 inches to the place of beginning.

EXHIBIT B

to Grant of Encroachment Easements

Site Survey – Air Intake Easement



LINE	BEARING	DISTANCE
L1	S 81°14'25" W	4.50'
L2	N 08°45'35" W	5.00'
L3	N 81°14'25" E	4.50'
L4	S 08°45'35" E	5.00'

EXHIBIT C

to Grant of Encroachment Easements

Legal Description – Air Intake Easement

Berding Surveying

GPS Surveying • 3D Laser Scanning

Air Intake Easement
Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the north line of East Fourth Street and the east line of Vine Street; Thence with the east line of said Vine Street, North 09°00'00" West, 66.10 feet; Thence leaving the east line of said Vine Street, South 81°14'25" West, 6.72 feet to the **POINT OF BEGINNING**;

Thence South 81°14'25" West, 4.50 feet;

Thence North 08°45'35" West, 5.00 feet;

Thence North 81°14'25" East, 4.50 feet;

Thence South 08°45'35" East, 5.00 feet to the **POINT OF BEGINNING**.

CONTAINING 22.5 Square Feet.

Being located in the public right of way of Vine Street

Bearings are based on Fourth Street as shown on Plat Book 390, Page 22 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020.

Gerard J. Berding

Gerard J. Berding, P.S. 6880

04-06-2020
Date

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED
PROFESSIONAL SURVEYOR

G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

EXHIBIT D

to Grant of Encroachment Easements

Site Survey – Door Swing Easements

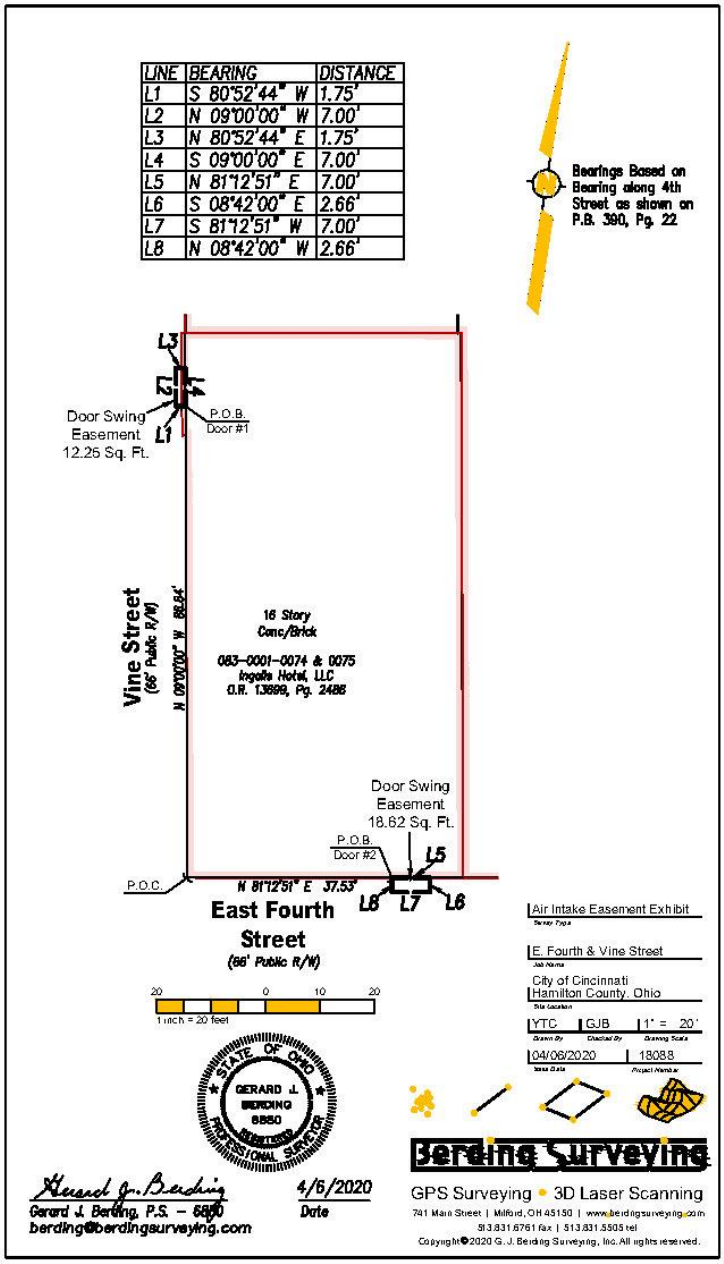


EXHIBIT E

to Grant of Encroachment Easements

Legal Description – Door Swing Easements

Berding Surveying

GPS Surveying • 3D Laser Scanning

Door #1
Swing Easement
Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the north line of East Fourth Street and the east line of Vine Street; Thence with the east line of said Vine Street, North 09°00'00" West, 86.64 feet to the **POINT OF BEGINNING**;

Thence leaving the east line of said Vine Street, South 80°52'44" West, 1.75 feet;

Thence North 09°00'00" West, 7.00 feet;

Thence North 80°52'44" East, 1.75 feet to the east line of said Vine Street;

Thence South 09°00'00" East, 7.00 feet to the **POINT OF BEGINNING**.

CONTAINING 12.25 Square Feet.

Being located in the public right of way of Vine Street

Bearings are based on Fourth Street as shown on Plat Book 390, Page 22 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020.

Gerard J. Berding

Gerard J. Berding, P.S. 6880

04-06-2020
Date

STATE OF OHIO
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Berding Surveying

GPS Surveying • 3D Laser Scanning

Door #2
Swing Easement
East Fourth Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

COMMENCING at the north line of East Fourth Street and the east line of Vine Street; Thence with the north line of said East Fourth Street, North 81°12'51" East, 37.53 feet to the **POINT OF BEGINNING**;

Thence with the north line of said East Fourth Street, North 81°12'51" East, 7.00 feet;

Thence leaving the north line of said East Fourth Street, South 08°42'00" East, 2.66 feet;

Thence South 81°12'51" West, 7.00 feet;

Thence North 08°42'00" West, 2.66 feet to the **POINT OF BEGINNING**.

CONTAINING 18.62 Square Feet.

Being located in the public right of way of East Fourth Street

Bearings are based on Fourth Street as shown on Plat Book 390, Page 22 of the Hamilton County Recorder's Office.

Prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on April 6, 2020.

Gerard J. Berding

Gerard J. Berding, P.S. 6880

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Date

STATE OF OHIO
GERARD J. BERDING 6880
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741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

EXHIBIT F

to Grant of Encroachment Easements

Site Survey – Cornice Easement

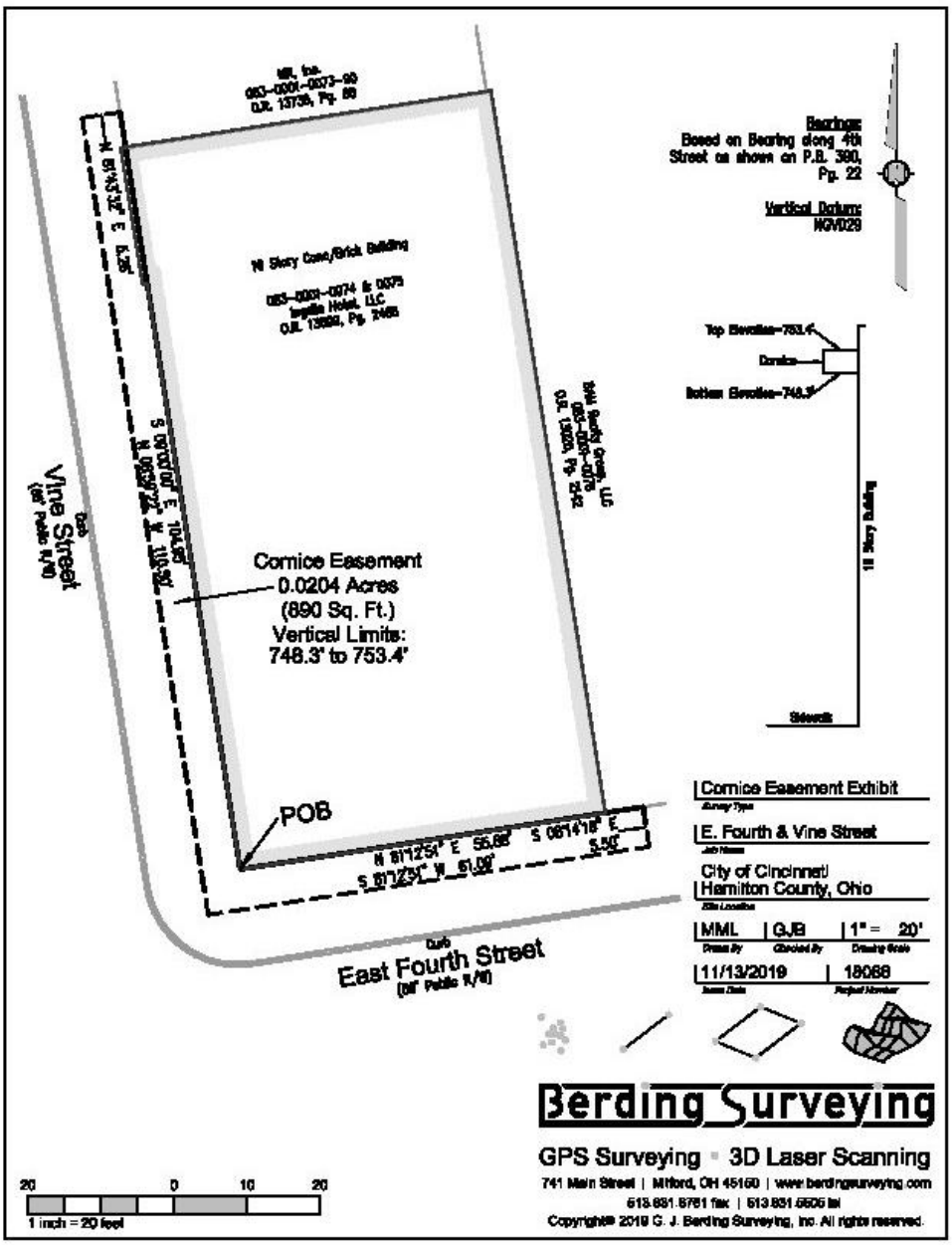

EXHIBIT G

to Grant of Encroachment Easements

Legal Description – Cornice Easement

Berding Surveying

GPS Surveying • 3D Laser Scanning

Description for: SREE, Ingalls Hotel, 0.0204 Acre Cornice Easement
Location: E. Fourth & Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the north line of East Fourth Street and the east line of Vine Street.

Thence along said north line of East Fourth Street, North 81°12'51" East, 55.88 feet;

Thence through the existing right of way of said East Fourth Street and Vine Street, the following four courses (4):

1. South 08°14'18" East, 5.50 feet;
2. South 81°12'51" West, 61.09 feet;
3. North 08°59'22" West, 110.50 feet;
4. North 81°43'32" East, 5.26 feet to a point in the aforesaid east line of Vine Street;

Thence along said east line of Vine Street, South 09°00'00" East, 104.95 feet to the **POINT OF BEGINNING.**

CONTAINING 0.0204 Acres and being a portion of the right-of-way of East Fourth Street and Vine Street between elevations of 748.3 feet and 753.4 feet.

The bearings are based on Bearing along 4th Street as shown on P.B. 390, Pg. 22. The Vertical Datum is NGVD29.

Prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019.

Gerard J. Berding

Gerard J. Berding, P.S. 6880

11-13-19
Date

STATE OF OHIO
GERARD J. BERDING
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PROFESSIONAL SURVEYOR

Printed on 11/13/2019 11:50 AM • P:\18000\18088 SREE Hotels - Fourth & Vine\Word Documents\18088 0.0204 Ac. Cornice Easement Legal Description.doc • By:Michele

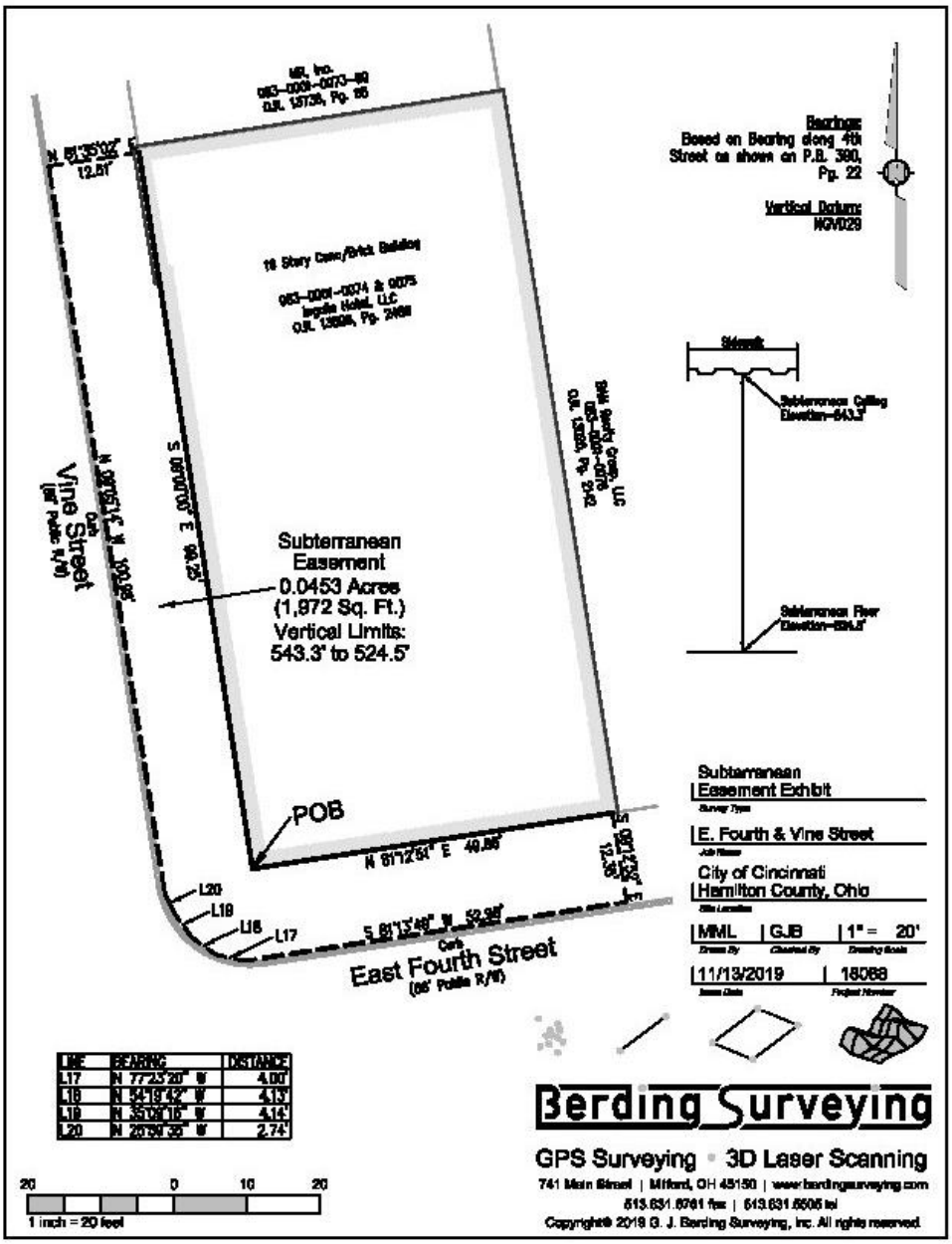
G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

EXHIBIT H

to Grant of Encroachment Easements

Site Survey – Subterranean Space Easement



LINE	BEARING	DISTANCE
L17	N 77°23'20" W	4.00'
L18	N 54°19'42" W	4.13'
L19	N 35°06'16" W	4.14'
L20	N 20°59'36" W	2.74'

EXHIBIT I

to Grant of Encroachment Easements

Legal Description – Subterranean Space Easement

Berding Surveying

GPS Surveying • 3D Laser Scanning

Description for: SREE, Ingalls Hotel, 0.0453 Acre Subterranean Easement
Location: E. Fourth & Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the north line of East Fourth Street and the east line of Vine Street.

Thence along said north line of East Fourth Street, North 81°12'51" East, 49.86 feet;

Thence through the existing right of way of said East Fourth Street and Vine Street, the following eight (8) courses:

1. South 09°12'52" East, 12.35 feet;
2. South 81°13'49" West, 52.98 feet;
3. North 77°23'20" West, 4.00 feet;
4. North 54°19'42" West, 4.13 feet;
5. North 35°09'16" West, 4.14 feet;
6. North 25°59'35" West, 2.74 feet;
7. North 09°05'14" West, 100.98 feet;
8. North 81°35'02" East, 12.51 feet to a point in the aforesaid east line of Vine Street;

Thence along said east line of Vine Street, South 09°00'00" East, 99.25 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0453 Acres. Encompasses the described physical space underneath Vine Street and East Fourth Street from an elevation of 543.3 feet to 524.5 feet. The intent of easement is to encompass the vertical space beneath the public sidewalk, extending from sidewalk to the lowest level of the building subterranean space below. Depth of easement is approximately 18.8 feet+/-. Refer to Easement Exhibit.

The bearings are based on Bearing along 4th Street as shown on P.B. 390, Pg. 22. The Vertical Datum is NGVD29.

Prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019.

Gerard J. Berding

Gerard J. Berding, P.S. 6880

11-13-19
Date

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED
PROFESSIONAL SURVEYOR

Printed on 11/13/2019 11:51 AM • P:\18000\18088 SREE Hotels - Fourth & Vine\Word Documents\18088 0.0453 Ac. Subterranean Easement Legal Description.doc • By:Michele

G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

CPC ITEM # 2

Honorable City Planning Commission
Cincinnati, Ohio

April 2, 2021

SUBJECT: A report and recommendation on proposed aerial and subterranean easements at 6 E. 4th Street in the Central Business District.

GENERAL INFORMATION:

Location: 6 E. 4th Street, Cincinnati, OH 45202
Applicant: Ingalls Hotel, LLC
Applicant's Address: 5113 Piper Station, Suite 300, Charlotte, NC 28277

ATTACHMENTS:

Provided in addition to this report are the following attachments:

- Exhibit A – Location Map
- Exhibit B – Legal Descriptions and Plats
- Exhibit C – Appraisal Photos

BACKGROUND AND ANALYSIS:

Ingalls Hotel, LLC is completing its conversion of the Ingalls Building at the corner of E. 4th Street and Vine Street, a historic structure on the National Register of Historic Places, into a hotel containing approximately 120 guestrooms. The City of Cincinnati is the owner of the right-of-way that fronts the property along both E. 4th Street and Vine Street, located in the Central Business District. The right-of-way is managed by the Department of Transportation and Engineering (DOTE).

The City Planning Commission reviewed and approved two door swing easements and an air intake easement for this property at their June 19, 2020 meeting. The applicant has since requested an aerial easement of approximately 890 square feet to accommodate the building's existing ornate cornice that extends approximately six feet from the face of the building along both E. 4th Street and Vine Street. Additionally, the applicant has requested a subterranean easement that is approximately 1,972 square feet to use a portion of the property's basement as laundry facilities in an area that is situated underneath the sidewalk right-of-way along both E. 4th Street and Vine Street. The combined easement area is approximately 2,862 square feet and the petitioner has already paid the appraised value of $24,732.

The proposed easements were circulated to City departments and reviewing agencies through the Coordinated Report process. No departments objected to the proposal, however there were conditions noted by the Department of Transportation and Engineering, Greater Cincinnati Water Works, Duke Energy, and Cincinnati Bell, that will need to be met by the petitioner.

CONSISTENCY WITH PLAN CINCINNATI:

This proposed action is consistent with the Compete Initiative Area of *Plan Cincinnati* (2012) and will "Foster a climate conducive to growth, investment, stability, and opportunity" (p. 102), and specifically will "Target investment to geographic areas where there is already economic activity" (p. 115). Additionally, the proposed action is also consistent with the Sustain Initiative Area to "Preserve our built history" (p. 197).

RECOMMENDATION:

The staff of the Department of City Planning recommends that the City Planning Commission take the following action:

> **APPROVE** the proposed aerial and subterranean easements at 6 E. 4th Street in the Central Business District.

Respectfully submitted:

Stacey Hoffman, Senior City Planner
Department of City Planning

Approved:

Katherine Keough-Jurs, AICP, Director
Department of City Planning

Proposed Easements at 6 E. 4th Street in the Central Business District

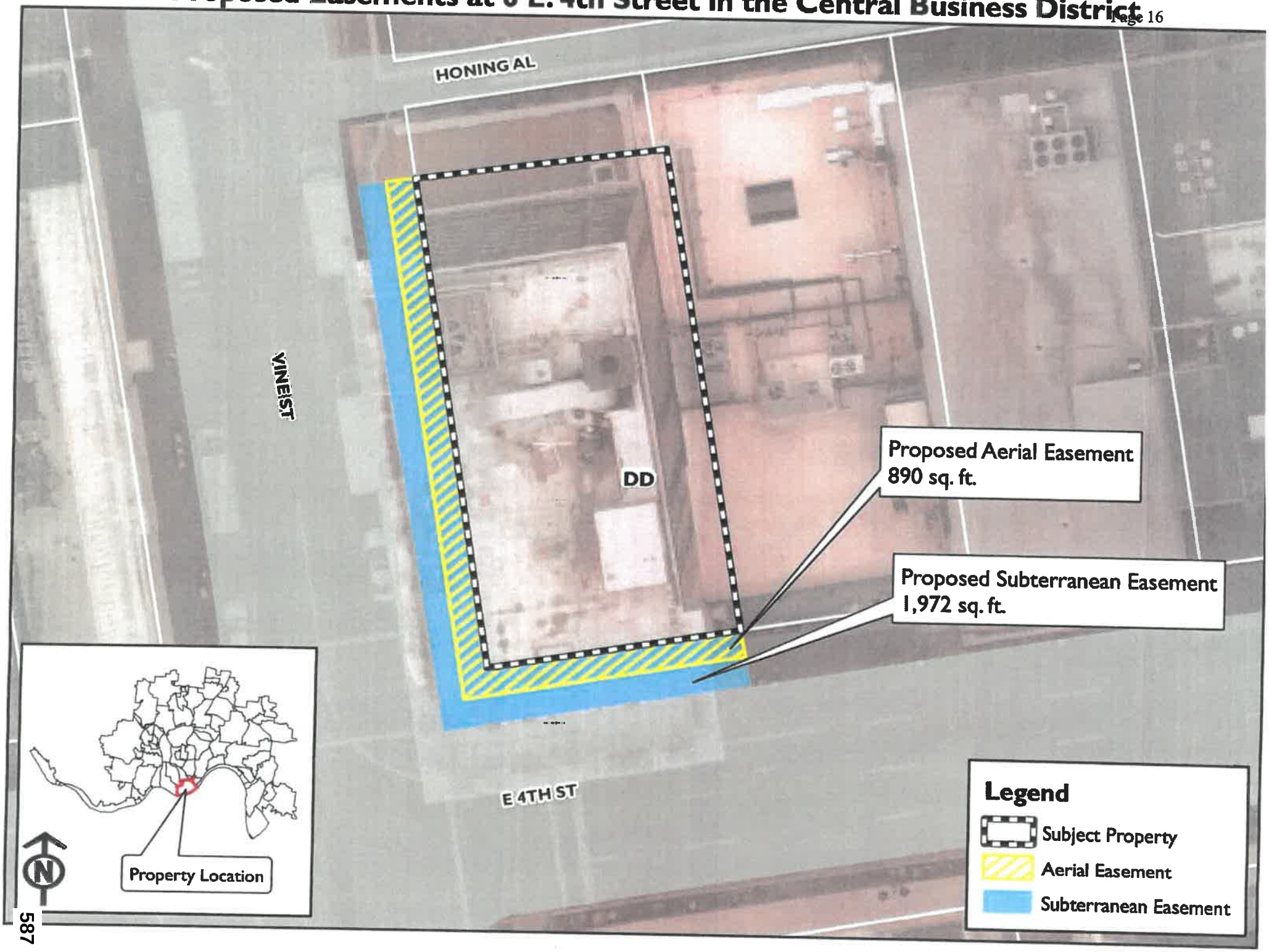
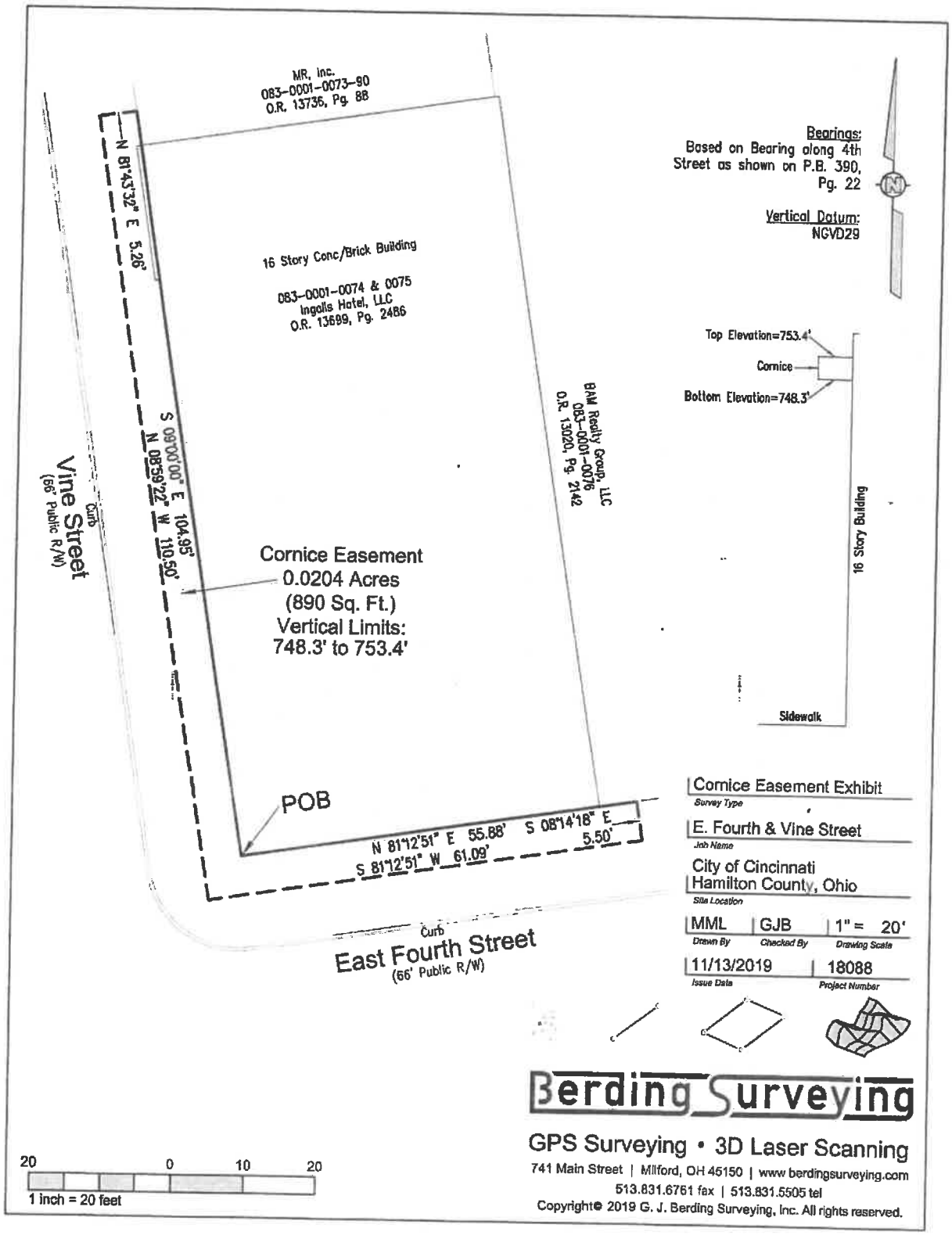


Exhibit B


MR, Inc.
083-0001-0073-90
O.R. 13736, Pg. 88
N 81°43'32" E 5.26'
16 Story Conc/Brick Building
083-0001-0074 & 0075
Ingalls Hotel, LLC
O.R. 13699, Pg. 2486
S 00°00'00" E 104.95'
N 08°59'22" W 110.50'
Cornice Easement
0.0204 Acres
(890 Sq. Ft.)
Vertical Limits:
748.3' to 753.4'
POB
N 81°12'51" E 55.88'
S 08°14'18" E 5.50'
S 81°12'51" W 61.09'
BAM Realty Group, LLC
083-0001-0076
O.R. 13020, Pg. 2142
Curb
Vine Street
(66' Public R/W)
Curb
East Fourth Street
(66' Public R/W)
Bearings:
Based on Bearing along 4th Street as shown on P.B. 390, Pg. 22
Vertical Datum:
NGVD29
N
Top Elevation=753.4'
Cornice
Bottom Elevation=748.3'
16 Story Building
Sidewalk
Cornice Easement Exhibit
Survey Type
E. Fourth & Vine Street
Job Name
City of Cincinnati
Hamilton County, Ohio
Site Location
MML
Drawn By
GJB
Checked By
1" = 20'
Drawing Scale
11/13/2019
Issue Date
18088
Project Number
Berding Surveying
GPS Surveying • 3D Laser Scanning
741 Main Street | Milford, OH 45150 | www.berdingsurveying.com
513.831.6761 fax | 513.831.5505 tel
Copyright© 2019 G. J. Berding Surveying, Inc. All rights reserved.
20
0
10
20
1 inch = 20 feet

Berding Surveying

GPS Surveying • 3D Laser Scanning

Description for: SREE, Ingalls Hotel, 0.0204 Acre Cornice Easement
Location: E. Fourth & Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the north line of East Fourth Street and the east line of Vine Street.

Thence along said north line of East Fourth Street, North 81°12'51" East, 55.88 feet;

Thence through the existing right of way of said East Fourth Street and Vine Street, the following four courses (4):

1. South 08°14'18" East, 5.50 feet;
2. South 81°12'51" West, 61.09 feet;
3. North 08°59'22" West, 110.50 feet;
4. North 81°43'32" East, 5.26 feet to a point in the aforesaid east line of Vine Street;

Thence along said east line of Vine Street, South 09°00'00" East, 104.95 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0204 Acres and being a portion of the right-of-way of East Fourth Street and Vine Street between elevations of 748.3 feet and 753.4 feet.

The bearings are based on Bearing along 4th Street as shown on P.B. 390, Pg. 22. The Vertical Datum is NGVD29.

Prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019.

Gerard J. Berding

Gerard J. Berding, P.S. 6880

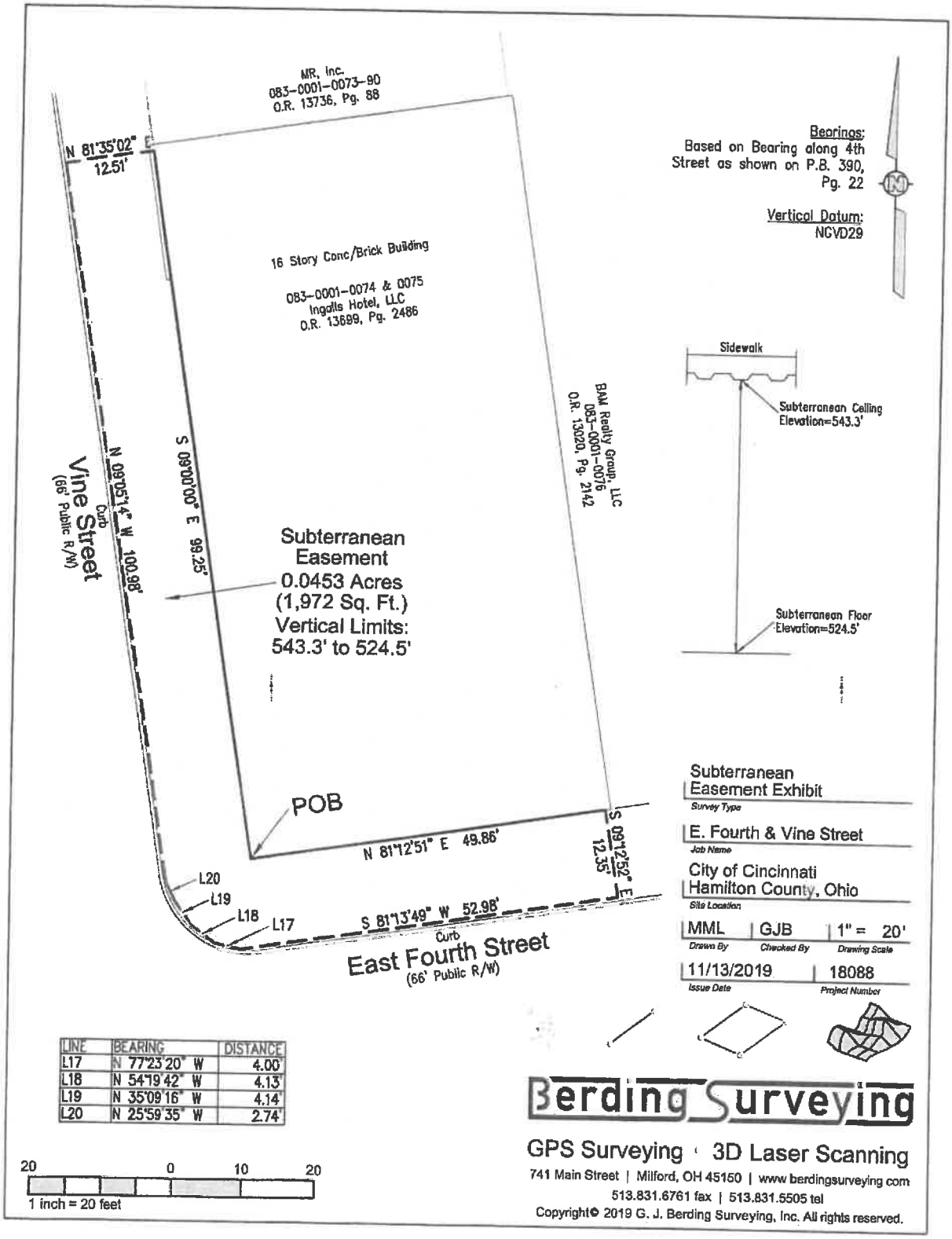
11-13-19
Date

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED
PROFESSIONAL SURVEYOR

Printed on 11/13/2019 11:50 AM • P:\18000\18088 SREE Hotels - Fourth & Vine\Word Documents\18088 0.0204 Ac. Cornice Easement Legal Description.doc • By:Michele

G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com



LINE	BEARING	DISTANCE
L17	N 77°23'20" W	4.00'
L18	N 54°19'42" W	4.13'
L19	N 35°09'16" W	4.14'
L20	N 25°59'35" W	2.74'

Berding Surveying

GPS Surveying • 3D Laser Scanning

Description for: SREE, Ingalls Hotel, 0.0453 Acre Subterranean Easement
Location: E. Fourth & Vine Street

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the north line of East Fourth Street and the east line of Vine Street.

Thence along said north line of East Fourth Street, North 81°12'51" East, 49.86 feet;

Thence through the existing right of way of said East Fourth Street and Vine Street, the following eight (8) courses:

1. South 09°12'52" East, 12.35 feet;
2. South 81°13'49" West, 52.98 feet;
3. North 77°23'20" West, 4.00 feet;
4. North 54°19'42" West, 4.13 feet;
5. North 35°09'16" West, 4.14 feet;
6. North 25°59'35" West, 2.74 feet;
7. North 09°05'14" West, 100.98 feet;
8. North 81°35'02" East, 12.51 feet to a point in the aforesaid east line of Vine Street;

Thence along said east line of Vine Street, South 09°00'00" East, 99.25 feet to the **POINT OF BEGINNING.**

CONTAINING 0.0453 Acres. Encompasses the described physical space underneath Vine Street and East Fourth Street from an elevation of 543.3 feet to 524.5 feet. The intent of easement is to encompass the vertical space beneath the public sidewalk, extending from sidewalk to the lowest level of the building subterranean space below. Depth of easement is approximately 18.8 feet+/-. Refer to Easement Exhibit.

The bearings are based on Bearing along 4th Street as shown on P.B. 390, Pg. 22. The Vertical Datum is NGVD29.

Prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019. Based on an Easement Exhibit prepared by G.J. BERDING SURVEYING, INC. on November 13, 2019.

STATE OF OHIO
GERARD J. BERDING
6880
REGISTERED PROFESSIONAL SURVEYOR

Gerard J. Berding

Gerard J. Berding, P.S. 6880

11-13-19
Date

Printed on 11/13/2019 11:51 AM • P:\18000\18088 SREE Hotels - Fourth & Vine\Word Documents\18088 0.0453 Ac. Subterranean Easement Legal Description.doc • By:Michele

G.J. Berding Surveying, Inc.

741 Main Street • Milford, OH 45150 • 513 831 5505 tel • 513 831 6761 fax • www.berdingsurveying.com

Exhibit C

EXHIBITS

(Field Inspection Effective Date)

Petitioner's Building

Larger Parcel section of 4th at Vine facing east

Larger Parcel section of Vine facing north to 5th

Section of basement easement on Vine under sidewalk

Cornice at crown across both Larger ROWs

Under sidewalk easement on East 4th

CPC ITEM # 5

June 19, 2020

Honorable City Planning Commission
Cincinnati, Ohio

SUBJECT: A report and recommendation on two proposed door swing easements and an air intake easement at 4th and Vine Streets in the Central Business District (CBD).

GENERAL INFORMATION:

Location:	6 E. 4th Street, Cincinnati, OH 45202
Petitioner:	Luminaut, LLC
Petitioner's Address:	1100 Sycamore Street #200, Cincinnati, OH 45202

BACKGROUND:

Luminaut, LLC, along with Shree Hotels, are currently renovating and converting the Ingalls Building at 6 E. 4th Street, a historic structure on the National Register of Historic Places, into a hotel containing approximately 120 or more guestrooms. Built in 1903, the Ingalls Building was the world's first reinforced concrete skyscraper and its success led to the proliferation of similarly constructed skyscrapers throughout the 20th century. The City of Cincinnati is the owner of the right-of-way that fronts the property, located in the Central Business District. The right-of-way is managed by the Department of Transportation and Engineering (DOTE).

As part of the renovation and conversion, the petitioner plans to use a portion of the property's basement as laundry facilities in an area that is situated underneath the sidewalk right-of-way on 4th and Vine streets. In order to allow air to enter the laundry room for proper dryer operation, the petitioner is proposing a 22.5 square foot air intake grate be placed on Vine Street, towards the north end of the building. Additionally, the petitioner is requesting two door swing easements. One door swing easement is located along Vine Street at the building's northern end and the second is located along 4th Street at the building's eastern end. The easements measure 12.25 square feet and 18.62 square feet, respectively.

The proposed easements were circulated to City departments through the Coordinated Report process. No departments objected to the proposal, however there were conditions noted by the Department of Transportation and Engineering, Greater Cincinnati Water Works, Duke Energy, and Cincinnati Bell, that will need to be met by the petitioner.

CONSISTENCY WITH PLAN CINCINNATI:

This proposed action is consistent with the Compete Initiative Area of *Plan Cincinnati* (2012) and will "Foster a climate conducive to growth, investment, stability, and opportunity" (p. 102) through the renovation of a landmark structure into an active use. Specifically, it will "Target investment to geographic areas where there is already economic activity" (p. 115). The proposed action is also consistent with the Sustain Initiative Area and will "Preserve our built history" (p. 197).

RECOMMENDATION:

The staff of the Department of City Planning recommends that the City Planning Commission take the following action:

> **APPROVE** two proposed door swing easements and an air intake easement at 4th and Vine Streets in the Central Business District.

Respectfully submitted:

Scott Gafvert, City Planning Intern
Department of City Planning

Approved:

Katherine Keough-Jurs, AICP, Director
Department of City Planning

Proposed Easements at 4th and Vine Streets in the Central Business District

EXHIBIT A

Interdepartmental Correspondence Sheet

August 4, 2021

TO: Mayor and Members of City Council

FROM: Paula Boggs Muething, City Manager **202102504**

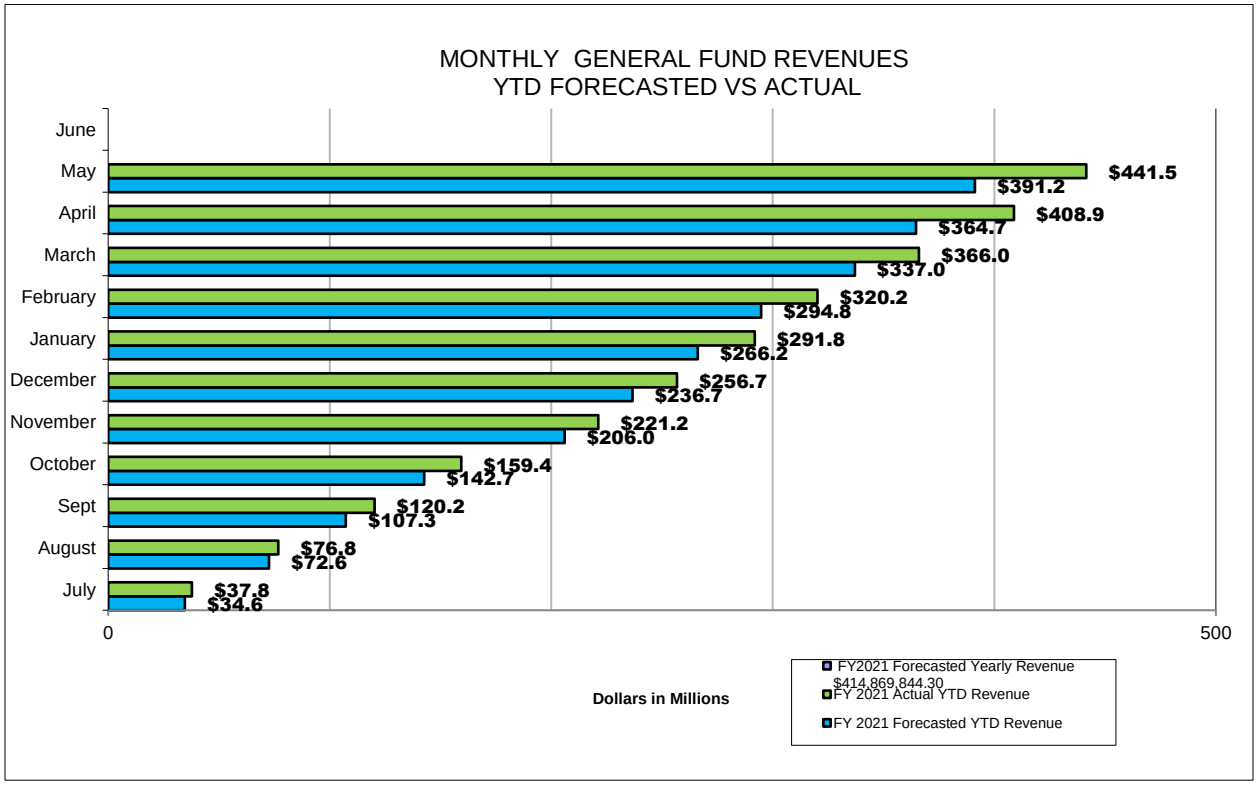
SUBJECT: Department of Finance Report for the Month Ended May 31, 2021

MAY 2021
MONTHLY FINANCIAL REPORTS

The following report provides an update on the City of Cincinnati's financial condition as of the month ending May 31, 2021. Variances are based on current year estimates and prior year activity in attached schedules.

A more detailed explanation of revenues is attached for review, including reports comparing current year actual revenue vs. forecasted revenue and prior year actual revenue vs. current year actual revenue. Both of those reports are presented on a monthly and year to date basis.

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through May 31, 2021, and shows that actual revenue of $441.5 million was above forecasted revenue of $391.2 million by $50.3 million.



The major revenue components of the General Fund are listed in the table below. This table

highlights the year to date variance (favorable and unfavorable) in General Fund revenue collections as compared to forecasted revenue collections. Each major category that differs significantly from forecasted collections will be discussed in further detail.

GENERAL FUND REVENUE SOURCES

	FAVORABLE VARIANCE	(UNFAVORABLE) VARIANCE
General Property Tax	$3,752,980	
City Income Tax	$53,632,140	
Admission Tax		($1,386,172)
Short Term Rental Excise Tax	$307,609	
Licenses & Permits		($768,231)
Fines, Forfeitures, & Penalties		($1,940,590)
Investment Income	$281,227	
Local Government	$776,167	
Casino	$2,228,109	
Police		($160,867)
Buildings and Inspections	$568,879	
Fire	$284,644	
Parking Meter		($1,883,722)
Other		($5,377,909)
	$61,831,755	($11,517,491)
Difference	$50,314,264	

General Fund (favorable variance) is $50.3 million above the amount forecasted thru May in the FY 2021 Budget. What follows is an explanation of significant variances of individual General Fund revenue components.

General Property Tax (favorable variance) is $3.8 million above the forecasted amount. The City received the final settlement for FY2021 in April. Revenue is greater than projected as a result of higher assessed property values utilized by the County Auditor.

Income Tax (favorable variance) is $53.6 million above the forecasted amount. The Ohio legislature passed House Bill 110 which allows employees that worked from home to claim a refund for the taxes that were legally remitted by their employers in accordance with the emergency order beginning with tax year 2021. As a result, a large portion of these revenues will need to be refunded.

Admission Tax (unfavorable variance) is $1.4 million below estimate. Most venues that generate admission tax had been closed or open with very limited capacity most of the fiscal year due to the pandemic. While additional venues are starting to open with limited capacity, the estimate in this revenue category will still not be met for the fiscal year.

License & Permits (unfavorable variance) is down $768k. The Beer and Liquor Tax permit application and payment deadline was extended by the State due to the pandemic. The delayed first quarter payment should be received in FY 2022; therefore, this category

will stay below the estimate this year.

Fines, Forfeitures & Penalties (unfavorable variance) is down $1.9 million. Parking fines make up most of the revenue in this category, and parking fines continue to be significantly below the annual estimate as a result of the pandemic.

Local Government (favorable variance) is $776k above the forecasted amount. The favorable variance is the result of increased revenue collection from the State of Ohio General Revenue tax sources.

Casino (favorable variance) is up $2.2 million. Despite the pandemic and limited capacity, the casino revenues continue to exceed estimates.

Buildings and Inspections (favorable variance) is up $569k. This favorable variance is due to above average hearings, increased compliance inspections being done, and collections related to elevator inspections.

Parking Meter (unfavorable variance) is $1.9 million below estimate. The unfavorable variance is due to reduced economic activity earlier in the fiscal year as a result of the COVID-19 pandemic.

Other (unfavorable variance) is $5.4 million below forecast. This category is made up of many small sources of revenue that fluctuate from time to time. Finance will continue to monitor these various revenue sources.

Restricted Funds:

Convention Center (unfavorable variance) is down $4.4 million. Many conventions cancelled this fiscal year due to the COVID-19 pandemic. The convention center has hosted some smaller events; however, the estimate in this revenue category will still not be met for the fiscal year.

Municipal Golf (favorable variance) is up $2.3 million. The Cincinnati Recreation Commission experienced an increase in the utilization of the golf courses as people looked for outside activities during the pandemic, resulting in increased revenue.

Parking Meter (unfavorable variance) is down $782k. Parking Meter revenue is not meeting estimates due to reduced economic activity as a result of the COVID-19 pandemic.

Sawyer Point (unfavorable variance) is down $320k. The unfavorable variance is due to less economic activity earlier in the fiscal year at the park as a result of the pandemic restrictions.

Recreation Special (unfavorable variance) is down $3.7 million. The Cincinnati Recreation Commission experienced a reduction in revenue due to the cancellation of recreation center programs as a result of the pandemic.

Hazard Abatement (unfavorable variance) is down $932K. The Vacant Buildings Maintenance License revenue is down due to the number of license waivers requested during the pandemic. In addition, Vacant Foreclosure License revenue is below estimate as a result of the reduced number of foreclosures processed during the pandemic.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of May 31, 2021.

2. Audit of the City Treasurer's Report for the month ended April 30, 2021.

3. Statement of Balances in the various funds as of May 31, 2021.

By approval of this report, City Council appropriates the revenues received in the various restricted funds on the attached Statement of Balances and as stated in greater detail on the records maintained by the Department of Finance, Division of Accounts & Audits. Such revenues are to be expended in accordance with the purposes for which the funds were established.

c: William Weber, Assistant City Manager
Karen Alder, Finance Director

Attachments

city of CINCINNATI
Interdepartment Correspondence Sheet

August 4, 2021

To: Mayor and Members of City Council 202102522

From: Paula Boggs Muething, City Manager

Subject: **Ordinance – Ohio State Transportation Innovation Council Grant**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for a grant in the amount of up to $100,000 from the Ohio State Transportation Innovation Council for the purpose of constructing a precast raised crosswalk, curb extensions, and pedestrian amenities at the intersection of Harrison Avenue and Montclair Avenue.

This Ordinance authorizes the City Manager to apply for a grant in the amount of up to $100,000 from the Ohio State Transportation Innovation Council for the purpose of constructing a precast raised crosswalk, curb extensions, and pedestrian amenities at the intersection of Harrison Avenue and Montclair Avenue.

The Westwood Community Urban Redevelopment Corporation submitted the grant application on June 8, 2021, on behalf of the City. However, funding will not be accepted without the necessary City Council approval.

If awarded, a local match in the amount of up to $25,000 will be required, as well as up to $17,000 for design and construction management, which is anticipated to come from the unappropriated surplus of Westwood 1 Equivalent Fund 496. The Westwood Community Urban Redevelopment Corporation provided a letter of support for using Westwood 1 Equivalent Fund 496 resources for this match requirement. The letter of support is attached for reference. No new FTEs are required.

This grant project is in accordance with the "Connect" goal to "Develop an efficient multi-modal transportation system that supports neighborhood livability" and strategy to "Plan, design, and implement a safe and sustainable transportation system," as described on pages 127-138 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment

City of Cincinnati

KKF

BWG

An Ordinance No. _____ - 2021

AUTHORIZING the City Manager to apply for a grant in the amount of up to $100,000 from the Ohio State Transportation Innovation Council for the purpose of constructing a precast raised crosswalk, curb extensions, and pedestrian amenities at the intersection of Harrison Avenue and Montclair Avenue.

WHEREAS, the Ohio State Transportation Innovation Council grant program has funding available to assist with the cost of improving pedestrian amenities; and

WHEREAS, the need for improvements to crosswalks, curb extensions, and pedestrian amenities at the intersection of Harrison Avenue and Montclair Avenue was identified; and

WHEREAS, the Westwood Community Urban Redevelopment Corporation submitted the grant application on June 8, 2021 on behalf of the City, however, the funding will not be accepted without the necessary approval from City Council; and

WHEREAS, if awarded, a local match in the amount of up to $25,000 will be required, as well as up to $17,000 for design and construction management, which is anticipated to come from the unappropriated surplus of Westwood 1 Equivalent Fund 496; and

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

WHEREAS, this grant project is in accordance with the "Connect" goal to "Develop an efficient multi-modal transportation system that supports neighborhood livability" and strategy to "Plan, design, and implement a safe and sustainable transportation system," as described on pages 127-138 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for a grant in the amount of up to $100,000 from the Ohio State Transportation Innovation Council for the purpose of constructing a precast raised sidewalk, curb extensions, and pedestrian amenities at the intersection of Harrison Avenue and Montclair Avenue.

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Westwood Community Urban Redevelopment Corporation
PO Box 112162 Cincinnati, OH 45211
www.wcurc.org

WESTCURC

July 26, 2021

Markiea Carter
Director, City of Cincinnati
Department of Community and Economic Development
Two Centennial Plaza
805 Central Avenue Suite 700
Cincinnati, OH 45202

Ms. Carter;

Westwood is working with DOTE staff on a traffic calming plan for the section of Harrison Avenue running through the historical business district from Kling Avenue to Boudinot Avenue. Components of this plan include raised intersections at Montana and Epworth and raised crosswalks with bumpouts at Kling, Temple and Montclair. These improvements will provide an immense public benefit to the Westwood community by significantly calming traffic on Harrison Avenue and improving safety for operators of vehicles, bicyclist and pedestrians within the business district.

DOTE has submitted two grant applications on our behalf. The STIC grant would fund the raised crosswalk at Montclair, and the ODOT one would fund the raised crosswalk at Kling. Later this year or in early 2022 we will request additional funding from ODOT for the remainder of the work. These grants have a matching requirement and soft costs which we must provide. The 10/31/2020 balance in the Westwood TIF 17 account is $135,435.59. WestCURC with the concurrence of the Westwood Civic Association would like to request $110,947 of that balance for safety improvements indicated above. Additionally, WestCURC and WCA will commit to support the use of additional TIF funds for construction if grant funding is awarded to these two grant applications and construction costs come in over budget.

The details are below:

<u>Ohio's State Transportation Innovation Council (STIC) Application for the Montclair crosswalk</u>

$9,221 Engineering and Survey
$7,685 Construction Engineering
$19,041 Local Match

<u>ODOT Abbreviated Safety Application for the Kling crosswalk</u>

$25,000 Design
$25,000 Construction Management
$25,000 Local Match

Combined Total $110,947

Sincerely,

Greg Hand
President, WestCURC

Tom Sauter
President, Westwood Civic Association

Cc: John Brazina
Bryan Williams

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: August 4, 2021

To: Mayor and Members of City Council 202102524

From: Paula Boggs Muething, City Manager

Subject: **Ordinance – Amending CMC Title V Section 515-9 Impound & Immobilization**

Transmitted herewith is an ordinance captioned as follows:

> **MODIFYING** Title V, "Traffic," of the Cincinnati Municipal Code by AMENDING Section 515-9, "Impoundment and Immobilization," of Chapter 515, "Parking Infractions; Collection Procedures," to remove obsolete language.

Ordinance No. 0168-2018 repealed subsections (f) and (g) of Section 515-9. The reference to subsection (f) contained in subsection (e) was not deleted at the same time that subsection (f) was repealed. This ordinance makes that correction.

The Administration recommends passage of this Ordinance.

AWG/KMB/(lnk)
Attachment
344539

cc: Andrew W. Garth, City Solicitor

City of Cincinnati

KMB

An Ordinance No._____ - 2021

MODIFYING Title V, "Traffic," of the Cincinnati Municipal Code by AMENDING Section 515-9, "Impoundment and Immobilization," of Chapter 515, "Parking Infractions; Collection Procedures," to remove obsolete language.

WHEREAS, in 2018, Council passed Ordinance No. 168-2018, which modified Cincinnati Municipal Code ("CMC") Section 515-9, "Impoundment and Immobilization," by removing the provisions in CMC Sections 515-9(f) and (g) that implemented vehicle immobilization and fines associated with vehicle immobilization; and

WHEREAS, CMC Section 515-9(e) references the now repealed CMC Section 515-9(f), and this ordinance removes the reference to the repealed Section 515-9(f); now, therefore,

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

Section 1. That Section 515-9, "Towing and Impoundment," of Chapter 515, "Parking Infractions; Collection Procedures," of Title V, "Traffic," of the Cincinnati Municipal Code is hereby amended as follows:

Section 515-9. – Impoundment and Immobilization

(a) A vehicle involved in three or more parking infractions in which judgments or default judgments have been filed with the Clerk of the Municipal Court pursuant to Section 515-7 of this Chapter is subject to impoundment by law enforcement officers of the City of Cincinnati or their agents. Impoundment pursuant to this section is permitted without regard to whether the vehicle, at the time of impoundment, is legally parked. The owner of a vehicle impounded pursuant to this Chapter shall be liable for impoundment fees and storage charges as provided by Section 513-7 of this Code.

(b) A vehicle impounded under paragraphs (a) or (c) of this section shall be released to the owner upon the owner presenting a valid certificate of title to the vehicle to the Clerk of the Parking Violations Bureau and upon the owner either paying the fines, penalties, fees and costs due on the parking infractions issued or outstanding or payment of the judgments or default judgments which led to the impoundment, or posting a bond equal to the amount of said fines, penalties, fees and costs. In no case, however, shall the owner of a vehicle impounded pursuant to this Chapter be required to post a bond in excess of one thousand dollars ($1,000) to obtain release of the vehicle.

(c) Notwithstanding paragraphs (a) and (b) of this section, a vehicle parked, stopped, or standing on a public street or highway in commission of a parking infraction is subject to impoundment.

(d) A vehicle involved in three or more parking infractions in which judgments or default judgments have been filed with the Clerk of the Municipal Court pursuant to Section 515-7 of this Chapter is subject to immobilization. A vehicle may be immobilized by law enforcement officers or parking enforcement officers of the City of Cincinnati or parking enforcement officers acting pursuant to any parking modernization agreement or vehicle immobilization services agreement with the City. Immobilization pursuant to this section is permitted without regard to whether the vehicle, at the time of immobilization, is legally parked.

(e) A vehicle immobilized under paragraph (d) of this section shall be released to the owner or the person lawfully authorized to be in control of the vehicle upon the owner or person lawfully authorized to be in control of the vehicle paying the fines, penalties, fees and costs~~, including the removal fee described under paragraph (f) of this section,~~ due on the parking infractions issued or outstanding or payment of the judgments or default judgments, which led to the immobilization, or posting a bond equal to the amount of said fines, penalties, fees and costs. In no case, however, shall the owner of a vehicle immobilized pursuant to this Chapter be required to post a bond in excess of one thousand dollars ($1,000) to obtain release of the vehicle.

Section 2. That existing Section 515-9, "Impoundment and Immobilization," of the Cincinnati Municipal Code is hereby repealed.

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

New language underscored. Deleted language indicated by strikethrough.

city of CINCINNATI
Interdepartment Correspondence Sheet

August 4, 2021

To: Mayor and Members of City Council 202102527

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Cincinnati Parks Foundation Donation for Tom Jones Commons**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to accept and deposit a donation in an amount up to $69,530.63 from the Cincinnati Parks Foundation into Parks Private Endowment Fund 430; and AUTHORIZING the transfer and appropriation of $69,530.63 from the unappropriated surplus of Parks Private Endowment Fund 430 to existing capital improvement program project account no. 980x203x192009, "Tom Jones Commons," for the purpose of providing additional resources for the construction of the public recreation area, Tom Jones Commons, in Eden Park.

This Emergency Ordinance would authorize the City Manager to accept and deposit a donation totaling $69,530.63 from the Cincinnati Parks Foundation into Parks Private Endowment Fund 430. This Emergency Ordinance will also authorize the transfer and appropriation of $69,530.63 from the unappropriated surplus of Parks Private Endowment Fund 430 to existing capital improvement program project account no. 980x203x192009, "Tom Jones Commons," for the purpose of providing additional resources for the construction of the public recreation area, Tom Jones Commons, in Eden Park.

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

This Emergency Ordinance is in accordance with the "Live" goal to "Build a robust public life," and strategy to "Develop and maintain inviting and engaging public spaces to encourage social interaction between different types of people," as described on pages 149-150 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept the funds to avoid disruption in services.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

An Ordinance No. _____

CFG

-2021

BWG

AUTHORIZING the City Manager to accept and deposit a donation in an amount up to $69,530.63 from the Cincinnati Parks Foundation into Parks Private Endowment Fund 430; and AUTHORIZING the transfer and appropriation of $69,530.63 from the unappropriated surplus of Parks Private Endowment Fund 430 to existing capital improvement program project account no. 980x203x192009, "Tom Jones Commons," for the purpose of providing additional resources for the construction of the public recreation area, Tom Jones Commons, in Eden Park.

WHEREAS, the Cincinnati Parks Foundation is willing to donate up to $69,530.63 for the construction of Tom Jones Commons, and acceptance of this donation will allow the Board of Parks Commissioners to authorize construction of the public recreation area, Tom Jones Commons, in Eden Park; and

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

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

WHEREAS, this ordinance is in accordance with the "Live" goal to "Build a robust public life," and strategy to "Develop and maintain inviting and engaging public spaces to encourage social interaction between different types of people," as described on pages 149-150 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and deposit up to $69,530.63 from the Cincinnati Parks Foundation into Parks Private Endowment Fund 430.

Section 2. That the City Manager is hereby authorized to transfer and appropriate up to $69,530.63 from the unappropriated surplus of Parks Private Endowment Fund 430 to existing capital improvement program project account no. 980x203x192009, "Tom Jones Commons," for the purpose of providing additional resources for the construction of the public recreation area, Tom Jones Commons, in Eden Park.

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

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 the funds to avoid disruption in services.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

Date: August 4, 2021

To: Mayor and Members of City Council 202102560

From: Paula Boggs Muething, City Manager

Subject: EMERGENCY ORDINANCE – SALE OF PROPERTY ADJACENT TO INTERESTATE 75 TO ODOT

Attached is an emergency ordinance captioned as follows:

> AUTHORIZING the City Manager to execute two deeds in favor of the State of Ohio, Department of Transportation, to convey land adjacent to Interstate 75 in the Carthage and Bond Hill neighborhoods in connection with transportation improvement project HAM 75 – 7.85.

The City of Cincinnati owns property adjacent to Interstate 75 in the Carthage and Bond Hill neighborhoods ("Property"), which is under the management and control of the City's Department of Transportation and Engineering ("DOTE").

The Ohio Department of Transportation ("ODOT") is undertaking a transportation improvement project that will result in the widening of Interstate 75 (the "Project"), and ODOT desires to acquire all of the City's right, title, and interest in and to the Property.

The City Manager, upon consultation with DOTE, has determined that the Property is not needed for a municipal purpose and that the conveyance to ODOT of all the City's right, title, and interest in and to the Property will not be detrimental to the interests of the general public.

The approximate fair market value of the property is $600.00, which ODOT has agreed to pay.

The City Planning Commission approved the sale of the Property at its meeting on June 4, 2021.

The reason for the emergency is the immediate need to convey the Property to ODOT to avoid delaying the Project.

The Administration recommends passage of the attached ordinance.

Attachment I – Limited Warranty Deed
Attachment II – ODOT Right-of-Way Plans

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

EMERGENCY

City of Cincinnati

CHM BWG

An Ordinance No. _____ - 2021

AUTHORIZING the City Manager to execute two deeds in favor of the State of Ohio, Department of Transportation, to convey land adjacent to Interstate 75 in the Carthage and Bond Hill neighborhoods in connection with transportation improvement project HAM 75 – 7.85.

WHEREAS, the City of Cincinnati owns property adjacent to Interstate 75 in the Carthage and Bond Hill neighborhoods, as more particularly described in the instruments attached to this ordinance as Attachment A (the "Property"), which Property is under the management and control of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, the Ohio Department of Transportation ("ODOT") is undertaking a transportation improvement project that will result in the widening of Interstate 75 (the "Project"), and ODOT desires to acquire all of the City's right, title, and interest in and to the Property in connection therewith (designated by ODOT as HAM 75 – 7.85 Project Parcels 74-WL1 and 74-WL2, as generally depicted on the ODOT right-of-way plans attached to this ordinance as Attachment B); and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-1, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City Manager, being the officer having the custody and control of the Property, upon consultation with DOTE, has determined that the Property is not needed for a municipal purpose and that the conveyance to ODOT of all the City's right, title, and interest in and to the Property will not be detrimental to the interests of the general public; and

WHEREAS, the City's Real Estate Services Division has determined, by a professional appraisal, that the approximate fair market value of the Property is $600.00, which ODOT has agreed to pay; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interests of the City; and

WHEREAS, the City has determined that the City's disposition of the Property, without competitive bidding, is in the City's best interests because ODOT desires to acquire the Property to facilitate a public transportation improvement project that will benefit the public; and

WHEREAS, the City Planning Commission, having the authority to approve the change in use of City property, approved the sale of the Property to ODOT at its meeting on June 4, 2021; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute two deeds in favor of the State of Ohio, Department of Transportation ("ODOT"), in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati will convey to ODOT all its right, title, and interest in and to certain land in order to facilitate a public transportation improvement project ("Project"), which land consists of (i) approximately 0.048 acres of unimproved public right-of-way designated as Regina Greater Way, located adjacent to Interstate 75 in the Bond Hill neighborhood (HAM 75 - 7.85 Project Parcel 74-WL1), and (ii) approximately 0.191 acres of unimproved public rights-of-way designated as Canal and East 67th Streets, located adjacent to Interstate 75 in the Carthage neighborhood of Cincinnati (HAM 75 – 7.85 Project Parcel 74-WL2, and together with HAM 75 -7.85 Project Parcel 74-WL1, referred to herein as the "Property"), and which land is generally depicted on the ODOT right-of-way plans attached as Attachment B to this ordinance, incorporated herein by reference.

Section 2. That the Property is not needed for a municipal purpose, and that the City's conveyance to ODOT of all its right, title, and interest in and to the Property will not be detrimental to the interests of the general public.

Section 3. That the fair market value of the Property, as determined by a professional appraisal by the City's Real Estate Services Division, is approximately $600.00, which ODOT has agreed to pay.

Section 4. That it is in the best interests of the City to convey to ODOT all its right, title, and interest in and to the Property without competitive bidding because the Property is needed to facilitate a public transportation improvement project that will benefit the public.

Section 5. That all proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including executing all necessary deeds, plats, and other real estate documents.

Section 6. That the proceeds from the sale of the Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 7. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 8. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

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 convey the Property to ODOT to avoid delaying the Project.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

[SPACE ABOVE FOR RECORDER'S USE]

LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of $300, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (*Legal Description*) hereto and depicted on Exhibit B (*Site Plan*) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 74-WL2

ODOT Project: HAM 75-7.85

Being part of Hamilton County Current Tax Parcel Nos.: none (unimproved municipal right-of-way)

Prior Instrument Reference: Plat Book 6, Page 167

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

(A) Creation of Utility Easements. Any public utility affected by the City's conveyance of project parcel 74-WL2 shall have a permanent easement in such portion of project parcel 74-WL2 for the purpose of operating, maintaining, repairing, reconstructing, and removing any existing utility facilities and for purposes of access to said facilities. Any damage done to said utility facilities shall be repaired at Grantee's expense. The relocation of any utilities in such portion of project parcel 74-WL2 shall be at Grantee's expense and to the satisfaction of the affected public utility, upon Grantee's request, the affected public utility shall execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder's Office, at Grantee's cost.

(B) Repurchase Rights. Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase

shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

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

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

_____
Notary Public
My commission expires: _____

Recommended by:

_____
John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

_____
Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, OH 45202

{00344390-1}

Exhibit A
to Limited Warranty Deed

Project: HAM 75-7.85
Project Parcel: 74-WL2

EXHIBIT A

RX 252 WL
JH
Ver. Date 02/21/2014

Rev. 06/09

PID 77889

PARCEL 74-WL2
HAM-75-7.85
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
INCLUDING LIMITATION OF ACCESS

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Being a parcel of land lying on the left side of the centerline of right of way of Interstate Route 75 as shown on a centerline survey plat made in 2014 for the Ohio Department of Transportation titled "HAM-75-7.85" as recorded in Plat Book 444, Pages 7-14 of the records of Hamilton County:

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, lying in Section 12, Township 3, Fractional Range 2, being out of the right-of-way of Canal Street (50 foot right-of-way width) and 67th Street (50 foot right-of-way width, formerly Miller Avenue) as demonstrated on the plat Longview Subdivision, a subdivision of record in Plat Book 6, Page 167, and described as follows:

BEGINNING at an iron pin set at the northeasterly corner of Lot 30 of said Longview Subdivision conveyed to TLC Properties, Inc. by deed of record in Official Record 10412, Page 1940 and at the intersection of the northerly right-of-way line of Canal Street with the westerly right-of-way line of 67th Street, located 168.94 feet left of centerline of right-of-way station 476+13.35 for Interstate Route 75;

thence North 39 degrees 31 minutes 36 seconds East, across the right-of-way of 67th Street with the westerly proposed limited access right-of-way line for Interstate Route 75, a distance of 50.00 feet to an iron pin set in the westerly line of Lot 29 of said Longview Subdivision conveyed to Givaudan Flavors Corporation by deed of record in Official Record 10985, Page 349 and the easterly right-of-way line of 67th Street, located 165.00 feet left of centerline of right-of-way station 476+59.19 for Interstate Route 75;

thence South 50 degrees 03 minutes 01 seconds East, partly with the westerly line of said Lot 29, with said easterly right-of-way line, said easterly right-of-way line extended, and the westerly existing limited access right-of-way line for Interstate Route 75, a distance of 65.48 feet to a point, located 99.70 feet left of centerline of right-of-way station 476+54.57 for Interstate Route 75;

thence South 54 degrees 54 minutes 34 seconds West, with the southerly right-of-way line of Canal Street, a distance of 187.54 feet, to a point in said westerly existing limited access right-of-way line, located 169.41 feet left of centerline of right-of-way station 474+91.85 for Interstate Route 75 ;

thence across the right-of-way of Canal Street with said westerly existing limited access right-of-way line, the following two (2) courses:

North 33 degrees 00 minutes 04 seconds East, a distance of 30.43 feet, to a point, located 168.40 feet left of centerline of right-of-way station 475+19.79 for Interstate Route 75;

North 50 degrees 03 minutes 01 seconds West, a distance of 40.00 feet, to a point in the southerly line of Lot 34 of said Longview Subdivision conveyed to Donald P. Barth and Ruthann Barth by deed of record in Official Record 7442, Page 1343, the northerly right-of-way line of Canal Street, and said westerly proposed limited access right-of-way line, located 207.97 feet left of centerline of right-of-way station 475+26.09 for Interstate Route 75;

thence North 54 degrees 54 minutes 34 seconds East, with southerly line of said Lot 34, the southerly line of Lots 33, 32, and 31 of said Longview Subdivision conveyed to TLC Properties, Inc. by deed of record in Official Record 10412, Page 1940, the southerly line of said Lot 30, said northerly right-of-way line, a distance of 104.52 feet, to the ***POINT OF BEGINNING***, containing 0.191 acre, more or less, no Auditor's Parcel Number.

Of the above described 0.191 acre, 0.191 acre lies within the present roadway occupied.

All references are to the records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right of Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 1 1/2" diameter aluminum cap stamped "ODOT R/W"

RX 252 WL

EXHIBIT A

All bearings shown are for project use only. The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1995). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected National Geodetic Survey monuments 7008, 7016, 6954, and 6937. The portion of the centerline of I-75, having a bearing of North 43 degrees 57 minutes 37 seconds East, is designated the "basis of bearing" for this survey.

This description was prepared by Edward J. Miller, Registered Surveyor No. 8250, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. in August 2011.

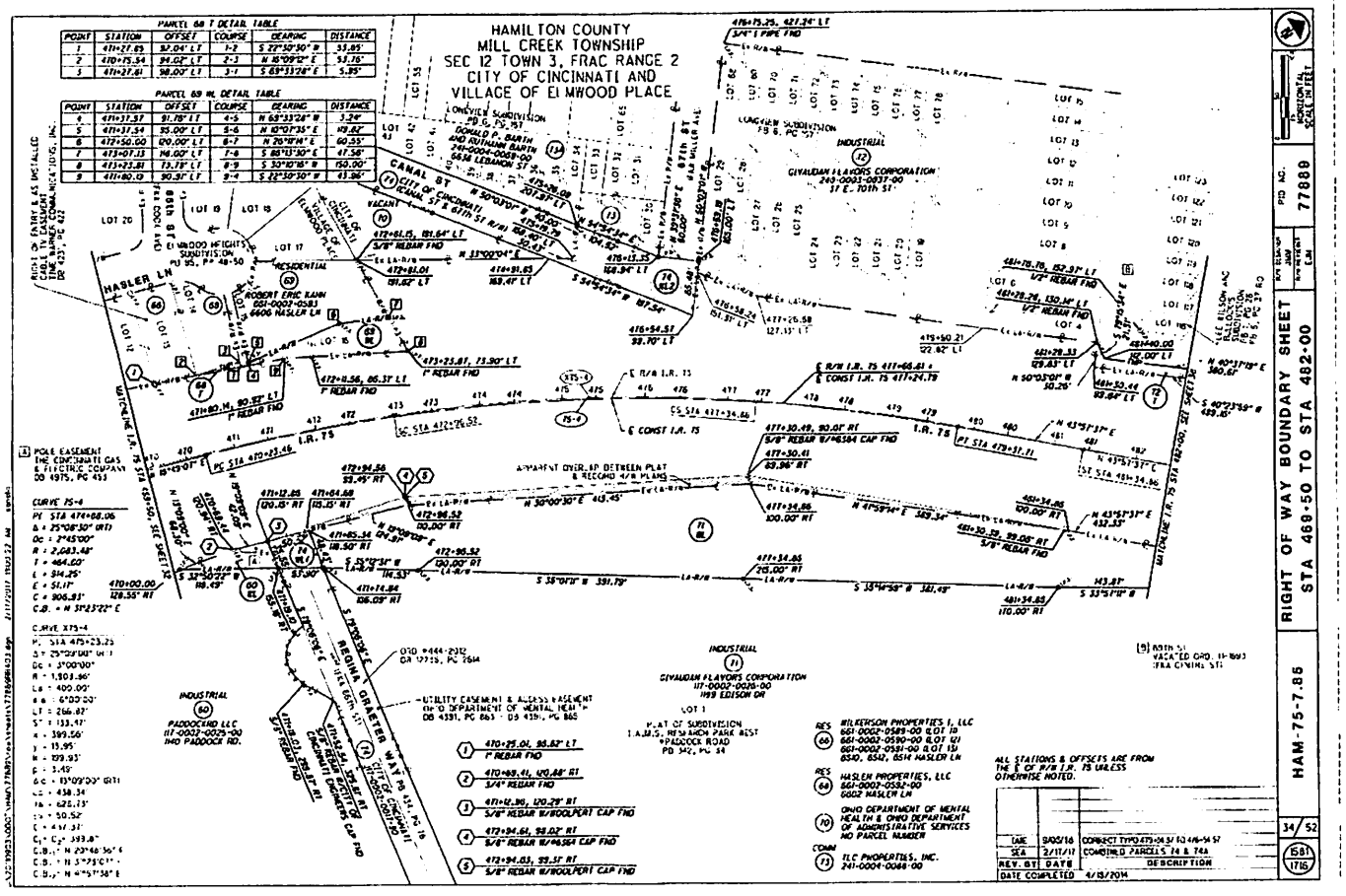
EVANS, MECHWART, HAMBLETON & TILTON, INC.
2/2/17

STATE OF OHIO
EDWARD J. MILLER 8250 REGISTERED PROFESSIONAL SURVEYOR

Edward J. Miller
Professional Surveyor No. 8250

EJM:sg
74W1.2 0_191 sc Cent67thROW 20110903.doc

Exhibit B
to Limited Warranty Deed



{00344390-1}

[SPACE ABOVE FOR RECORDER'S USE]

LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of $300, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (*Legal Description*) hereto and depicted on Exhibit B (*Site Plan*) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 74-WL1

ODOT Project: HAM 75-7.85

Being part of Hamilton County Current Tax Parcel Nos.: 117-0002-0017-90

Prior Instrument Reference: Deed Book 4231, Page 711, Deed Book 4271, Page 14, Official Record Book 10137, Page 1393, Official Record Book 10151, Page 3033, Official Record Book 12134, Page 1663, Official Record Book 12235, Page 2614, Hamilton County Recorder's Office.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

(A) Creation of Utility Easements. Any public utility affected by the City's conveyance of project parcel 74-WL1 shall have a permanent easement in such portion of project parcel 74-WL1 for the purpose of operating, maintaining, repairing, reconstructing, and removing any existing utility facilities and for purposes of access to said facilities. Any damage done to said utility facilities shall be repaired at Grantee's expense. The relocation of any utilities in such portion of project parcel 74-WL1 shall be at Grantee's expense and to the satisfaction of the affected public utility, upon Grantee's request, the affected public utility shall execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder's Office, at Grantee's cost.

(B) Repurchase Rights. Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code.

The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

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

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

_____
Notary Public
My commission expires: _____

Recommended by:

_____
John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

_____
Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, OH 45202

{00344391-1}

Exhibit A
to Limited Warranty Deed

Project: HAM 75-7.85
Project Parcel: 74-WL1

EXHIBIT A

Rev. 06/09

RX 252 WL
JH
Ver. Date 02/21/2017

PID 77889

PARCEL 74-WL1
HAM-75-7.85
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
INCLUDING LIMITATION OF ACCESS

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Being a parcel of land lying on the right side of the centerline of right of way of Interstate Route 75 as shown on a centerline survey plat made in 2014 for the Ohio Department of Transportation titled "HAM-75-7.85" as recorded in Plat Book 444, Pages 7-14 of the records of Hamilton County:

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, lying in Section 12, Township 3, Fractional Range 2, being out of the 1.934 acre tract conveyed to the City of Cincinnati by deed of record in Official Record 12134, Page 1663 and Regina Graeter Way dedicated as right-of-way in Plat Book 434, Page 76 and Ordinance Number 0444-2012 (Official Record 12235, Page 2614), and described as follows:

BEGINNING at the westerly terminus of the southerly right-of-way line of Regina Graeter Way, a southwesterly corner of said 1.934 acre tract, the northwesterly corner of the remainder of the 20.501 acre tract conveyed to Paddockrd LLC by deed of record in Official Record 12127, Page 1419, and in the existing easterly right-of-way line of Interstate Route 75 (referencing a 5/8 inch iron rebar with a "Woolpert" cap found, located 120.29 feet right of centerline of right-of-way station 471+12.96 for Interstate Route 75), located 120.15 feet right of centerline of right-of-way station 471+12.86 for Interstate Route 75;

thence North 19 degrees 09 minutes 09 seconds East, with the westerly terminus of Regina Graeter Way, a westerly line of said 1.934 acre tract, and said existing easterly right-of-way line, a distance of 50.52 feet, to the westerly terminus of the northerly right-of-way line of Regina Graeter Way, a northwesterly corner of said 1.934 acre tract, and the southwesterly corner of Lot 1 of Plat of Subdivision I.A.M.S. Research Park West *Paddock Road, a subdivision of record in Plat Book 342, Page 34, conveyed to Givaudan Flavors Corporation by deed of record in Official Record 8401, Page 1028, located 118.50 feet right of centerline of right-of-way station 471+65.34 for Interstate Route 75;

EXHIBIT A

thence South 79 degrees 06 minutes 06 seconds East, with the northerly right-of-way line of Regina Graeter Way, the northerly line of said 1.934 acre tract, and the southerly line of said Lot 1, a distance of 48.43 feet, to an iron pin set, located 166.09 feet right of centerline of right-of-way station 471+74.84 for Interstate Route 75;

thence South 32 degrees 50 minutes 22 seconds West, across said Regina Graeter Way right-of-way and said 1.934 acre tract with the proposed easterly right-of-way for Interstate Route 75, a distance of 53.90 feet, to an iron pin set in the southerly right-of-way line of Regina Graeter Way, a southerly line of said 1.934 acre tract, and the northerly line of said 20.501 acre tract, located 155.18 feet right of centerline of right-of-way station 471+19.10 for Interstate Route 75;

thence North 79 degrees 06 minutes 06 seconds West, with the southerly line of said 1.934 acre tract, the said southerly right-of-way line, and the northerly line of said 20.501 acre tract, a distance of 35.55 feet, to the ***POINT OF BEGINNING***, containing 0.048 acre, more or less, from Auditor's Parcel Number 117-0002-0017-90.

Of the above described 0.048 acre, 0.048 acre lies within the present roadway occupied.

All references are to the records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right of Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 1 1/2" diameter aluminum cap stamped "ODOT R/W"

All bearings shown are for project use only. The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1995). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected National Geodetic Survey monuments 7008, 7016, 6954, and 6937. The portion of the centerline of I-75, having a bearing of North 43 degrees 57 minutes 37 seconds East, is designated the "basis of bearing" for this survey.

This description was prepared by Edward J. Miller, Registered Surveyor No. 8250, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. in August 2011.

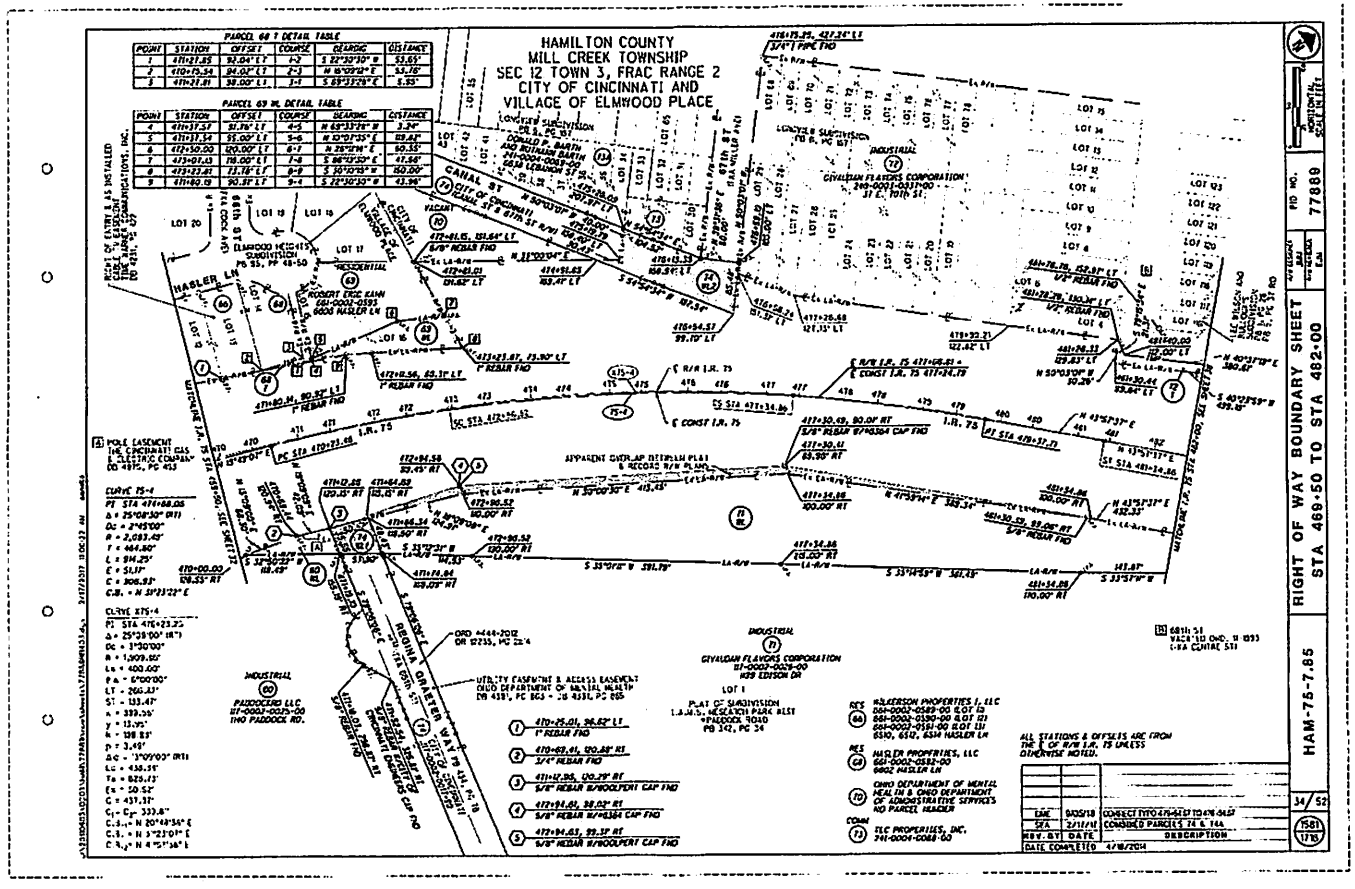
EVANS, MECHWART, HAMBLETON & TILTON, INC.

2/2/17

STATE OF OHIO
EDWARD J. MILLER
8250
REGISTERED
PROFESSIONAL SURVEYOR

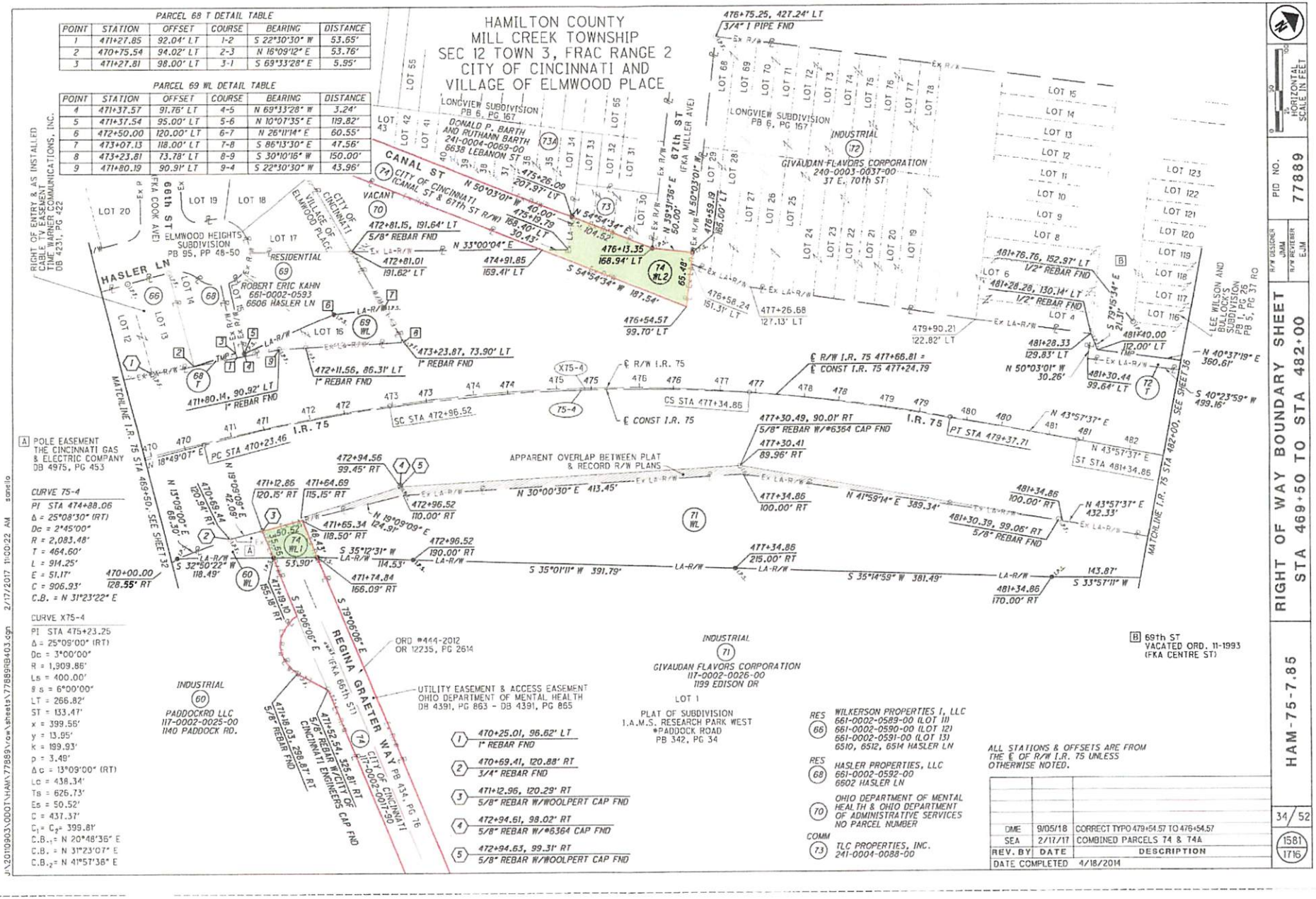
Edward J. Miller
Professional Surveyor No. 8250

Exhibit B
to Limited Warranty Deed



{00344391-1}

ATTACHMENT B


HAMILTON COUNTY
MILL CREEK TOWNSHIP
SEC 12 TOWN 3, FRAC RANGE 2
CITY OF CINCINNATI AND
VILLAGE OF ELMWOOD PLACE
PARCEL 68 T DETAIL TABLE
POINT STATION OFFSET COURSE BEARING DISTANCE
1 471+27.85 92.04' LT 1-2 S 22°30'30" W 53.65'
2 470+75.54 94.02' LT 2-3 N 16°09'12" E 53.76'
3 471+27.81 98.00' LT 3-1 S 69°33'28" E 5.95'
PARCEL 69 WL DETAIL TABLE
POINT STATION OFFSET COURSE BEARING DISTANCE
4 471+37.57 91.76' LT 4-5 N 69°33'28" W 3.24'
5 471+37.54 95.00' LT 5-6 N 10°07'35" E 119.82'
6 472+50.00 120.00' LT 6-7 N 26°11'14" E 60.55'
7 473+07.13 118.00' LT 7-8 S 86°13'30" E 47.56'
8 473+23.81 73.78' LT 8-9 S 30°10'16" W 150.00'
9 471+80.19 90.91' LT 9-4 S 22°30'30" W 43.96'
RIGHT OF ENTRY & AS INSTALLED
CABLE TV EASEMENT
TIME WARNER COMMUNICATIONS, INC.
DB 4231, PG 422
LONGVIEW SUBDIVISION
PB 6, PG 167
DONALD P. BARTH
AND RUTHANN BARTH
241-0004-0069-00
6638 LEBANON ST
CANAL ST
CITY OF CINCINNATI
(CANAL ST & 67th ST R/W)
67th ST
(FKA MILLER AVE)
66th ST
(FKA COOK AVE)
ELMWOOD HEIGHTS
SUBDIVISION
PB 95, PP 48-50
HASLER LN
ROBERT ERIC KAHN
661-0002-0593
6606 HASLER LN
CITY OF CINCINNATI
VILLAGE OF
ELMWOOD PLACE
VACANT
RESIDENTIAL
INDUSTRIAL
GIVAUDAN FLAVORS CORPORATION
240-0003-0037-00
37 E. 70th ST
LEE WILSON AND
BULLOCK'S
SUBDIVISION
PB 1, PG 26
PB 5, PG 37 RO
MATCHLINE I.R. 75 STA 469+50, SEE SHEET 32
MATCHLINE I.R. 75 STA 482+00, SEE SHEET 36
I.R. 75
PC STA 470+23.46
SC STA 472+96.52
CS STA 477+34.86
PT STA 479+37.71
ST STA 481+34.86
℄ R/W I.R. 75
℄ CONST I.R. 75
℄ R/W I.R. 75 477+66.81 =
℄ CONST I.R. 75 477+24.79
APPARENT OVERLAP BETWEEN PLAT
& RECORD R/W PLANS
A POLE EASEMENT
THE CINCINNATI GAS
& ELECTRIC COMPANY
DB 4975, PG 453
CURVE 75-4
PI STA 474+88.06
Δ = 25°08'30" (RT)
Dc = 2°45'00"
R = 2,083.48'
T = 464.60'
L = 914.25'
E = 51.17'
C = 906.93'
C.B. = N 31°23'22" E
CURVE X75-4
PI STA 475+23.25
Δ = 25°09'00" (RT)
Dc = 3°00'00"
R = 1,909.86'
Ls = 400.00'
θs = 6°00'00"
LT = 266.82'
ST = 133.47'
x = 399.56'
y = 13.95'
k = 199.93'
p = 3.49'
Δc = 13°09'00" (RT)
Lc = 438.34'
Ts = 626.73'
Es = 50.52'
C = 437.37'
C1 = C2 = 399.81'
C.B.1 = N 20°48'36" E
C.B. = N 31°23'07" E
C.B.2 = N 41°57'38" E
REGINA GRAETER WAY
PB 434, PG 76
CITY OF CINCINNATI
(FKA 66th ST)
ORD #444-2012
OR 12235, PG 2614
UTILITY EASEMENT & ACCESS EASEMENT
OHIO DEPARTMENT OF MENTAL HEALTH
DB 4391, PG 863 - DB 4391, PG 865
INDUSTRIAL
PADDOCKRD LLC
117-0002-0025-00
1140 PADDOCK RD.
INDUSTRIAL
GIVAUDAN FLAVORS CORPORATION
117-0002-0026-00
1199 EDISON DR
LOT 1
PLAT OF SUBDIVISION
I.A.M.S. RESEARCH PARK WEST
*PADDOCK ROAD
PB 342, PG 34
RES WILKERSON PROPERTIES I, LLC
661-0002-0589-00 (LOT 11)
661-0002-0590-00 (LOT 12)
661-0002-0591-00 (LOT 13)
6510, 6512, 6514 HASLER LN
RES HASLER PROPERTIES, LLC
661-0002-0592-00
6602 HASLER LN
OHIO DEPARTMENT OF MENTAL
HEALTH & OHIO DEPARTMENT
OF ADMINISTRATIVE SERVICES
NO PARCEL NUMBER
COMM TLC PROPERTIES, INC.
241-0004-0088-00
1 470+25.01, 96.62' LT 1" REBAR FND
2 470+69.41, 120.88' RT 3/4" REBAR FND
3 471+12.96, 120.29' RT 5/8" REBAR W/WOOLPERT CAP FND
4 472+94.61, 98.02' RT 5/8" REBAR W/#6364 CAP FND
5 472+94.63, 99.31' RT 5/8" REBAR W/WOOLPERT CAP FND
B 69th ST
VACATED ORD. 11-1993
(FKA CENTRE ST)
ALL STATIONS & OFFSETS ARE FROM
THE ℄ OF R/W I.R. 75 UNLESS
OTHERWISE NOTED.
DME 9/05/18 CORRECT TYPO 479+54.57 TO 476+54.57
SEA 2/17/17 COMBINED PARCELS 74 & 74A
REV. BY DATE DESCRIPTION
DATE COMPLETED 4/18/2014
HORIZONTAL SCALE IN FEET
PID NO. 77889
R/W DESIGNER JMM
R/W REVIEWER EJM
RIGHT OF WAY BOUNDARY SHEET
STA 469+50 TO STA 482+00
HAM-75-7.85
34/52
1581
1716
J:\2011\9903\ODOT\HAM\77889\row\sheets\77889B403.dgn 2/17/2017 11:00:22 AM sanello

[SPACE ABOVE FOR RECORDER'S USE]

LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of $300, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (*Legal Description*) hereto and depicted on Exhibit B (*Site Plan*) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 74-WL2

ODOT Project: HAM 75-7.85

Being part of Hamilton County Current Tax Parcel Nos.: none (unimproved municipal right-of-way)

Prior Instrument Reference: Plat Book 6, Page 167

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

(A) Creation of Utility Easements. Any public utility affected by the City's conveyance of project parcel 74-WL2 shall have a permanent easement in such portion of project parcel 74-WL2 for the purpose of operating, maintaining, repairing, reconstructing, and removing any existing utility facilities and for purposes of access to said facilities. Any damage done to said utility facilities shall be repaired at Grantee's expense. The relocation of any utilities in such portion of project parcel 74-WL2 shall be at Grantee's expense and to the satisfaction of the affected public utility, upon Grantee's request, the affected public utility shall execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder's Office, at Grantee's cost.

(B) Repurchase Rights. Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase

shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

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

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

_____
Notary Public
My commission expires: _____

Recommended by:

_____
John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

_____
Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, OH 45202

{00344390-1}

Exhibit A
to Limited Warranty Deed

Project: HAM 75-7.85
Project Parcel: 74-WL2

EXHIBIT A

Rev. 06/09

RX 252 WL
JH
Ver. Date 02/21/2014

PID 77889

PARCEL 74-WL2
HAM-75-7.85
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
INCLUDING LIMITATION OF ACCESS

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Being a parcel of land lying on the left side of the centerline of right of way of Interstate Route 75 as shown on a centerline survey plat made in 2014 for the Ohio Department of Transportation titled "HAM-75-7.85" as recorded in Plat Book 444, Pages 7-14 of the records of Hamilton County:

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, lying in Section 12, Township 3, Fractional Range 2, being out of the right-of-way of Canal Street (50 foot right-of-way width) and 67th Street (50 foot right-of-way width, formerly Miller Avenue) as demonstrated on the plat Longview Subdivision, a subdivision of record in Plat Book 6, Page 167, and described as follows:

BEGINNING at an iron pin set at the northeasterly corner of Lot 30 of said Longview Subdivision conveyed to TLC Properties, Inc. by deed of record in Official Record 10412, Page 1940 and at the intersection of the northerly right-of-way line of Canal Street with the westerly right-of-way line of 67th Street, located 168.94 feet left of centerline of right-of-way station 476+13.35 for Interstate Route 75;

thence North 39 degrees 31 minutes 36 seconds East, across the right-of-way of 67th Street with the westerly proposed limited access right-of-way line for Interstate Route 75, a distance of 50.00 feet to an iron pin set in the westerly line of Lot 29 of said Longview Subdivision conveyed to Givaudan Flavors Corporation by deed of record in Official Record 10985, Page 349 and the easterly right-of-way line of 67th Street, located 165.00 feet left of centerline of right-of-way station 476+59.19 for Interstate Route 75;

EXHIBIT A

thence South 50 degrees 03 minutes 01 seconds East, partly with the westerly line of said Lot 29, with said easterly right-of-way line, said easterly right-of-way line extended, and the westerly existing limited access right-of-way line for Interstate Route 75, a distance of 65.48 feet to a point, located 99.70 feet left of centerline of right-of-way station 476+54.57 for Interstate Route 75;

thence South 54 degrees 54 minutes 34 seconds West, with the southerly right-of-way line of Canal Street, a distance of 187.54 feet, to a point in said westerly existing limited access right-of-way line, located 169.41 feet left of centerline of right-of-way station 474+91.85 for Interstate Route 75 ;

thence across the right-of-way of Canal Street with said westerly existing limited access right-of-way line, the following two (2) courses:

North 33 degrees 00 minutes 04 seconds East, a distance of 30.43 feet, to a point, located 168.40 feet left of centerline of right-of-way station 475+19.79 for Interstate Route 75;

North 50 degrees 03 minutes 01 seconds West, a distance of 40.00 feet, to a point in the southerly line of Lot 34 of said Longview Subdivision conveyed to Donald P. Barth and Ruthann Barth by deed of record in Official Record 7442, Page 1343, the northerly right-of-way line of Canal Street, and said westerly proposed limited access right-of-way line, located 207.97 feet left of centerline of right-of-way station 475+26.09 for Interstate Route 75;

thence North 54 degrees 54 minutes 34 seconds East, with southerly line of said Lot 34, the southerly line of Lots 33, 32, and 31 of said Longview Subdivision conveyed to TLC Properties, Inc. by deed of record in Official Record 10412, Page 1940, the southerly line of said Lot 30, said northerly right-of-way line, a distance of 104.52 feet, to the ***POINT OF BEGINNING***, containing 0.191 acre, more or less, no Auditor's Parcel Number.

Of the above described 0.191 acre, 0.191 acre lies within the present roadway occupied.

All references are to the records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right of Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 1 1/2" diameter aluminum cap stamped "ODOT R/W"

EXHIBIT A

All bearings shown are for project use only. The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1995). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected National Geodetic Survey monuments 7008, 7016, 6954, and 6937. The portion of the centerline of I-75, having a bearing of North 43 degrees 57 minutes 37 seconds East, is designated the "basis of bearing" for this survey.

This description was prepared by Edward J. Miller, Registered Surveyor No. 8250, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. in August 2011.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

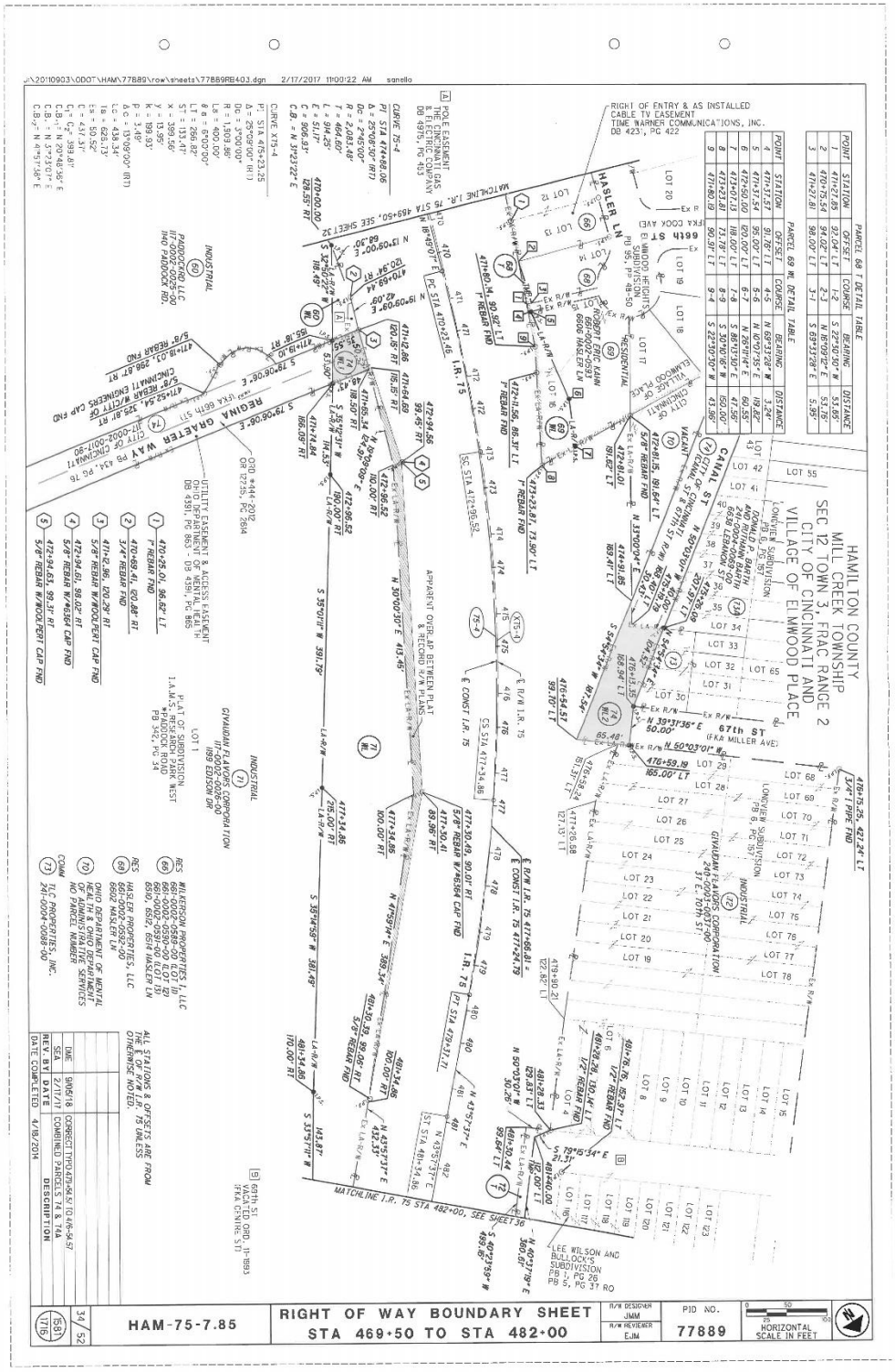
2/21/17

STATE OF OHIO
EDWARD J. MILLER 8250 REGISTERED PROFESSIONAL SURVEYOR

Edward J. Miller
Professional Surveyor No. 8250

EJM:sg
74WL2 0_191 ac Canal67thROW 20110903.doc

Exhibit B
to Limited Warranty Deed



[SPACE ABOVE FOR RECORDER'S USE]

LIMITED WARRANTY DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), in consideration of the sum of $300, to be paid by the State of Ohio, Department of Transportation ("**ODOT**"), hereby grants, with limited warranty covenants, and conveys to the **STATE OF OHIO** and its successors and assigns for the use and benefit of ODOT ("**Grantee**"), all right, title, and interest in fee simple in and to real property more particularly described on Exhibit A (*Legal Description*) hereto and depicted on Exhibit B (*Site Plan*) hereto (the "**Property**"). This conveyance is subject to the following exceptions from said limited warranty covenants: (i) all warranties and covenants that the Property is free from all encumbrances made by the City, and (ii) all covenants and warranties to defend, hold harmless, or indemnify Grantee, its heirs, assigns, and successors against lawful claims or demands of all persons claiming by, through, or under the City.

ODOT Project Parcel(s): 74-WL1

ODOT Project: HAM 75-7.85

Being part of Hamilton County Current Tax Parcel Nos.: 117-0002-0017-90

Prior Instrument Reference: Deed Book 4231, Page 711, Deed Book 4271, Page 14, Official Record Book 10137, Page 1393, Official Record Book 10151, Page 3033, Official Record Book 12134, Page 1663, Official Record Book 12235, Page 2614, Hamilton County Recorder's Office.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes pursuant to which the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Section 5501.31 of the Revised Code.

(A) Creation of Utility Easements. Any public utility affected by the City's conveyance of project parcel 74-WL1 shall have a permanent easement in such portion of project parcel 74-WL1 for the purpose of operating, maintaining, repairing, reconstructing, and removing any existing utility facilities and for purposes of access to said facilities. Any damage done to said utility facilities shall be repaired at Grantee's expense. The relocation of any utilities in such portion of project parcel 74-WL1 shall be at Grantee's expense and to the satisfaction of the affected public utility, upon Grantee's request, the affected public utility shall execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder's Office, at Grantee's cost.

(B) Repurchase Rights. Grantor has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor provides timely notice of a desire to repurchase; provided however, that such right of repurchase is subject to the authority of the Director of ODOT to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code.

The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. This right of repurchase shall be extinguished if any of the following occur: (A) Grantor declines to repurchase the property; (B) Grantor fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) five years have passed since the property was appropriated.

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

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

_____
Notary Public
My commission expires: _____

Recommended by:

_____
John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

_____
Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street, Suite 214
Cincinnati, OH 45202

{00344391-1}

Exhibit A
to Limited Warranty Deed

Project: HAM 75-7.85
Project Parcel: 74-WL1

EXHIBIT A

Rev. 06/09

RX 252 WL
JH
Ver. Date 02/21/2017

PID 77889

PARCEL 74-WL1
HAM-75-7.85
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
INCLUDING LIMITATION OF ACCESS

Grantor/Owner, his heirs, executors, administrators, successors and assigns forever, are hereby divested of any and all abutter's rights, including access rights in, over and to the within described real estate, including such rights with respect to any highway facility constructed thereon (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Being a parcel of land lying on the right side of the centerline of right of way of Interstate Route 75 as shown on a centerline survey plat made in 2014 for the Ohio Department of Transportation titled "HAM-75-7.85" as recorded in Plat Book 444, Pages 7-14 of the records of Hamilton County:

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, lying in Section 12, Township 3, Fractional Range 2, being out of the 1.934 acre tract conveyed to the City of Cincinnati by deed of record in Official Record 12134, Page 1663 and Regina Graeter Way dedicated as right-of-way in Plat Book 434, Page 76 and Ordinance Number 0444-2012 (Official Record 12235, Page 2614), and described as follows:

BEGINNING at the westerly terminus of the southerly right-of-way line of Regina Graeter Way, a southwesterly corner of said 1.934 acre tract, the northwesterly corner of the remainder of the 20.501 acre tract conveyed to Paddockrd LLC by deed of record in Official Record 12127, Page 1419, and in the existing easterly right-of-way line of Interstate Route 75 (referencing a 5/8 inch iron rebar with a "Woolpert" cap found, located 120.29 feet right of centerline of right-of-way station 471+12.96 for Interstate Route 75), located 120.15 feet right of centerline of right-of-way station 471+12.86 for Interstate Route 75;

thence North 19 degrees 09 minutes 09 seconds East, with the westerly terminus of Regina Graeter Way, a westerly line of said 1.934 acre tract, and said existing easterly right-of-way line, a distance of 50.52 feet, to the westerly terminus of the northerly right-of-way line of Regina Graeter Way, a northwesterly corner of said 1.934 acre tract, and the southwesterly corner of Lot 1 of Plat of Subdivision I.A.M.S. Research Park West *Paddock Road, a subdivision of record in Plat Book 342, Page 34, conveyed to Givaudan Flavors Corporation by deed of record in Official Record 8401, Page 1028, located 118.50 feet right of centerline of right-of-way station 471+65.34 for Interstate Route 75;

EXHIBIT A

thence South 79 degrees 06 minutes 06 seconds East, with the northerly right-of-way line of Regina Graeter Way, the northerly line of said 1.934 acre tract, and the southerly line of said Lot 1, a distance of 48.43 feet, to an iron pin set, located 166.09 feet right of centerline of right-of-way station 471+74.84 for Interstate Route 75;

thence South 32 degrees 50 minutes 22 seconds West, across said Regina Graeter Way right-of-way and said 1.934 acre tract with the proposed easterly right-of-way for Interstate Route 75, a distance of 53.90 feet, to an iron pin set in the southerly right-of-way line of Regina Graeter Way, a southerly line of said 1.934 acre tract, and the northerly line of said 20.501 acre tract, located 155.18 feet right of centerline of right-of-way station 471+19.10 for Interstate Route 75;

thence North 79 degrees 06 minutes 06 seconds West, with the southerly line of said 1.934 acre tract, the said southerly right-of-way line, and the northerly line of said 20.501 acre tract, a distance of 35.55 feet, to the ***POINT OF BEGINNING***, containing 0.048 acre, more or less, from Auditor's Parcel Number 117-0002-0017-90.

Of the above described 0.048 acre, 0.048 acre lies within the present roadway occupied.

All references are to the records of the Recorder's Office, Hamilton County, Ohio, unless otherwise noted.

Iron pins set, as shown on said Right of Way plans, in the above description are 3/4 inch steel rod, thirty (30) inches long with a 1 1/2" diameter aluminum cap stamped "ODOT R/W"

All bearings shown are for project use only. The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1995). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected National Geodetic Survey monuments 7008, 7016, 5954, and 6937. The portion of the centerline of I-75, having a bearing of North 43 degrees 57 minutes 37 seconds East, is designated the "basis of bearing" for this survey.

This description was prepared by Edward J. Miller, Registered Surveyor No. 8250, based upon a survey by Evans, Mechwart, Hambleton & Tilton, Inc. in August 2011.

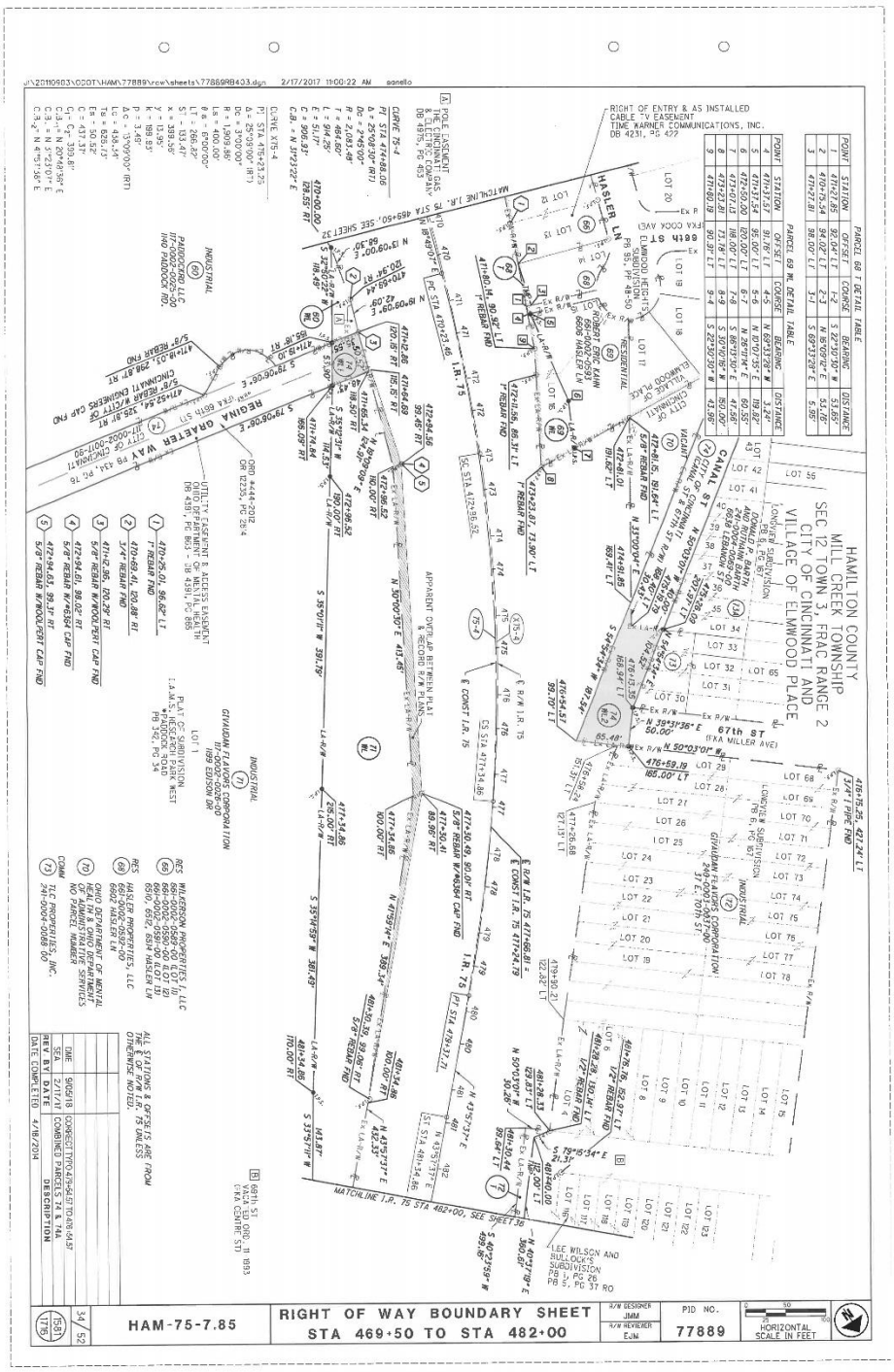
EVANS, MECHWART, HAMBLETON & TILTON, INC.

STATE OF OHIO
EDWARD J. MILLER
8250
REGISTERED
PROFESSIONAL SURVEYOR

2/2/17

Edward J. Miller
Professional Surveyor No. 8250

Exhibit B
to Limited Warranty Deed



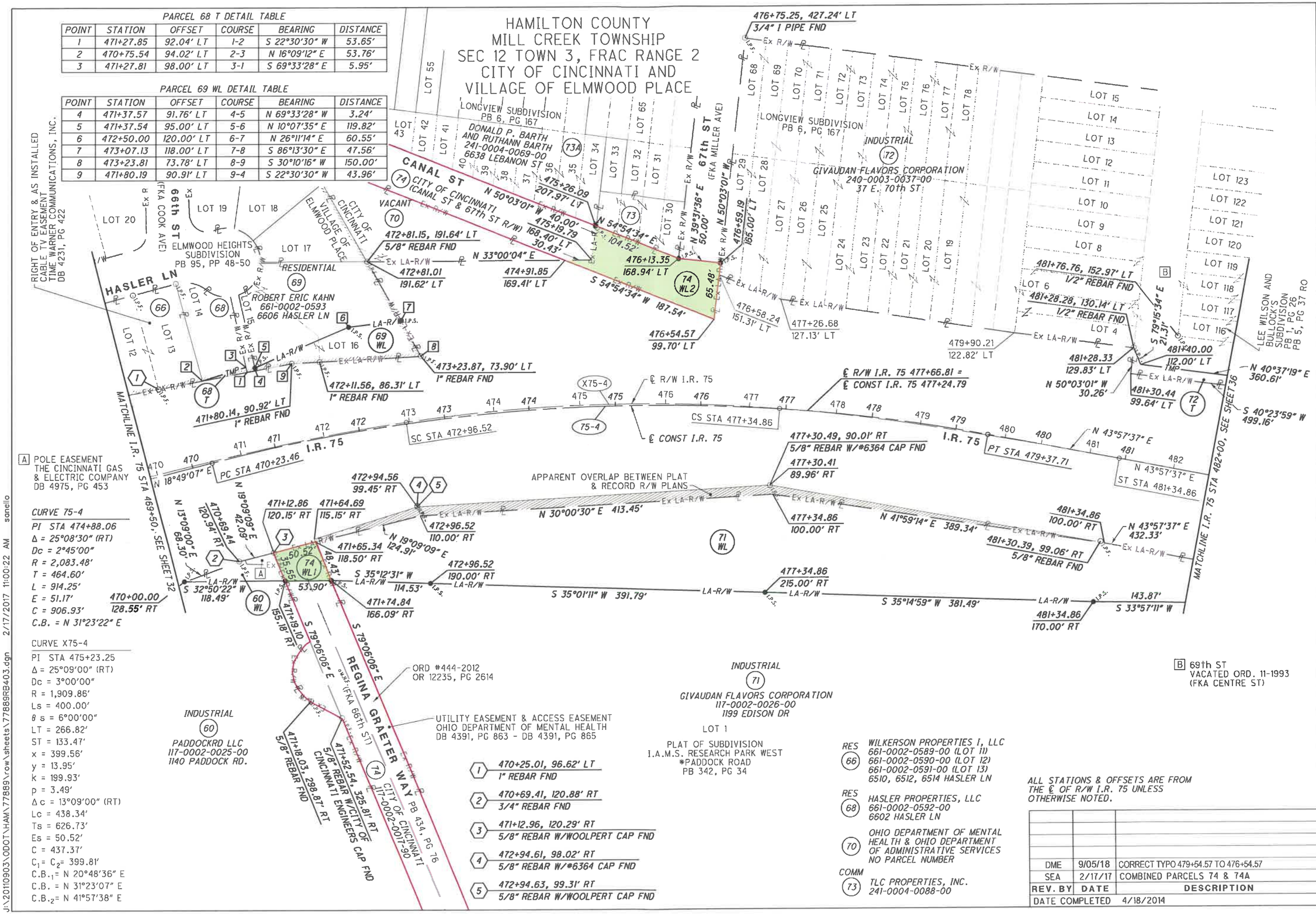
HAMILTON COUNTY
MILL CREEK TOWNSHIP
SEC 12 TOWN 3, FRAC RANGE 2
CITY OF CINCINNATI AND
VILLAGE OF ELMWOOD PLACE

PARCEL 68 T DETAIL TABLE

POINT	STATION	OFFSET	COURSE	BEARING	DISTANCE
1	471+27.85	92.04' LT	1-2	S 22°30'30" W	53.65'
2	470+75.54	94.02' LT	2-3	N 16°09'12" E	53.76'
3	471+27.81	98.00' LT	3-1	S 69°33'28" E	5.95'

PARCEL 69 WL DETAIL TABLE

POINT	STATION	OFFSET	COURSE	BEARING	DISTANCE
4	471+37.57	91.76' LT	4-5	N 69°33'28" W	3.24'
5	471+37.54	95.00' LT	5-6	N 10°07'35" E	119.82'
6	472+50.00	120.00' LT	6-7	N 26°11'14" E	60.55'
7	473+07.13	118.00' LT	7-8	S 86°13'30" E	47.56'
8	473+23.81	73.78' LT	8-9	S 30°10'16" W	150.00'
9	471+80.19	90.91' LT	9-4	S 22°30'30" W	43.96'



CURVE 75-4
PI STA 474+88.06
Δ = 25°08'30" (RT)
Dc = 2°45'00"
R = 2,083.48'
T = 464.60'
L = 914.25'
E = 51.17'
C = 906.93'
C.B. = N 31°23'22" E

CURVE X75-4
PI STA 475+23.25
Δ = 25°09'00" (RT)
Dc = 3°00'00"
R = 1,909.86'
Ls = 400.00'
θ s = 6°00'00"
LT = 266.82'
ST = 133.47'
x = 399.56'
y = 13.95'
k = 199.93'
p = 3.49'
Δ c = 13°09'00" (RT)
Lc = 438.34'
Ts = 626.73'
Es = 50.52'
C = 437.37'
C_1 = C_2 = 399.81'
$C.B._1$ = N 20°48'36" E
C.B. = N 31°23'07" E
$C.B._2$ = N 41°57'38" E

1. 470+25.01, 96.62' LT — 1" REBAR FND
2. 470+69.41, 120.88' RT — 3/4" REBAR FND
3. 471+12.96, 120.29' RT — 5/8" REBAR W/WOOLPERT CAP FND
4. 472+94.61, 98.02' RT — 5/8" REBAR W/#6364 CAP FND
5. 472+94.63, 99.31' RT — 5/8" REBAR W/WOOLPERT CAP FND

REV. BY	DATE	DESCRIPTION
DME	9/05/18	CORRECT TYPO 479+54.57 TO 476+54.57
SEA	2/17/17	COMBINED PARCELS 74 & 74A
DATE COMPLETED	4/18/2014	

HORIZONTAL SCALE IN FEET 0 25 50 100

PID NO. 77889

R/W DESIGNER JMM
R/W REVIEWER EJM

RIGHT OF WAY BOUNDARY SHEET
STA 469+50 TO STA 482+00

HAM-75-7.85

34/52

1581/1716

J:\20110903\ODOT\HAM\77889\row\sheets\77889RB403.dgn 2/17/2017 11:00:22 AM sanello

city of CINCINNATI
Interdepartment Correspondence Sheet

Date: August 4, 2021

To: Mayor and Members of City Council 202102562

From: Paula Boggs Muething, City Manager

Subject: ORDINANCE –SALE OF REAL PROPERTY AT THE SOUTHWEST CORNER OF THE INTERESTECTION OF FRANK STREET AND ARTIST ALLEY

Attached is an ordinance captioned as follows:

> AUTHORIZING the City Manager to execute a *Property Sale Agreement* with Mark A. Rosenzweig and Shirley F. Rosenzweig for the sale of City-owned real property located at the southwest corner of the intersection of Frank Street and Artist Alley in the Pendleton neighborhood.

The City of Cincinnati owns certain real property located at the southwest corner of the intersection of Frank Street and Artist Alley in the Pendleton neighborhood ("Property"), which is under the management and control of the City's Department of Transportation and Engineering ("DOTE").

Mark A. Rosenzweig and Shirley F. Rosenzweig ("Petitioners") desire to purchase the Property from the City for consolidation with Petitioners' adjoining real property.

The City Manager, upon consultation with DOTE, has determined that the Property is not needed for transportation or any other municipal purpose, that there is good cause to sell the Property, and that such sale will not be detrimental to the general interest.

The approximate fair market value of the Property is $210, which Petitioners have agreed to pay.

The City Planning Commission approved the sale of the Property at its meeting on June 4, 2021.

The Administration recommends passage of the attached ordinance.

Attachment I – Property Sale Agreement

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

City of Cincinnati

CHM

An Ordinance No._____

- 2021

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with Mark A. Rosenzweig and Shirley F. Rosenzweig for the sale of City-owned real property located at the southwest corner of the intersection of Frank Street and Artist Alley in the Pendleton neighborhood.

WHEREAS, the City owns certain real property located at the southwest corner of the intersection of Frank Street and Artist Alley in the Pendleton neighborhood, as more particularly described and depicted in the *Property Sale Agreement* attached to this ordinance as Attachment A (the "Property"), which Property is under the management of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, Mark A. Rosenzweig and Shirley F. Rosenzweig ("Petitioners") desire to purchase the Property from the City for consolidation with Petitioners' adjoining real property; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-1, the City may sell real property that is not needed for municipal purposes; and

WHEREAS, the City Manager, being the officer having the custody and control of the Property, and upon consultation with DOTE, has determined that the Property is not needed for transportation or any other municipal purpose, that there is good cause to sell the Property, and that such sale will not be detrimental to the general interest; and

WHEREAS, the City's Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Property is $210, which Petitioners have agreed to pay; and

WHEREAS, pursuant to Cincinnati Municipal Code Section 331-5, Council may authorize the sale of City-owned real property without competitive bidding in those cases in which it determines that it is in the best interest of the City; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Property at its meeting on June 4, 2021; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Property Sale Agreement* with Mark A. Rosenzweig and Shirley F. Rosenzweig ("Petitioners"), in substantially

the form attached to this ordinance as Attachment A, incorporated herein by reference, pursuant to which the City of Cincinnati will sell to Petitioners approximately 0.001 acres of City property located at the southwest corner of the intersection of Frank Street and Artist Alley in Pendleton, as more particularly described as follows (the "Property"):

> Situated in the State of Ohio, Hamilton County, City of Cincinnati, in Section 18, Town 4, Fractional Range 1, Miami Purchase and being more particularly described as follows:
>
> Commencing at a cross-notch set on top of a stonewall at the intersection of the west line of Frank Street (40 foot R/W) with the north line of East Thirteenth Street (60 foot R/W), a 5/8" iron pin set as a witness to said cross-notch, bearing S. 00° 03' 54" W., 5.00 feet, and being the southeast corner of the land of Mark A. Rosenzweig and Shirley F. Rosenzweig (O.R. 14085, Pg. 183);
>
> Thence, with the west line of Frank Street, N. 00° 03' 54" E., 76.50 feet to a cross-notch set in a concrete sidewalk, being the southeast corner of a parcel conveyed to the City of Cincinnati in Deed Book 3606, Page 834 in the Hamilton County Recorders Office and being the POINT OF BEGINNING;
>
> Thence, with the southwesterly line of the parcel of said City of Cincinnati, N. 57° 25' 30" W., 26.93 feet to a mag nail set in a brick driveway, said nail being S. 57° 25' 30" E., 2.71 feet from the northwest corner of said land conveyed to the City of Cincinnati;
>
> Thence, leaving said southwesterly line, following nine inches behind an existing curb, and being new division lines for the next three courses: along a curve to the right with a radius of 16.00 feet, an arc length of 6.26 feet to a mag nail set in a brick driveway, the chord of said arc bears S. 73° 36' 17" E., a distance of 6.22 feet;
>
> Thence, S. 62° 23' 16" E., 12.30 feet to a 5/8" iron pin set;
>
> Thence, along a curve to the right with a radius of 23.25 feet, an arc length of 7.29 feet to a cross-notch set in a concrete sidewalk and in the west line of said Frank Street, the chord of said arc bears S. 53° 24' 42" E., a distance of 7.26 feet;
>
> Thence, with the west line of Frank Street, S. 00° 03' 54" W., 2.72 feet to the point of beginning.

Contains an area of 0.0013 acre or 55.67 square feet of land, more or less.

Subject to all legal highways, easements, restrictions, and zoning regulations of record.

The bearings in the above description are based on the Dedication Plat of New Liberty Street, which is based on Drawing No. E-316-98 in the City of Cincinnati Engineer's Office, the S. 00° 03' 54" W. bearing along Frank Street being held. This Dedication Plat involves parcel numbers 075-0002-0194 thru 0198, and is also in the Hamilton County Engineers file of surveys.

Being a part of the land conveyed to the City of Cincinnati in Deed Book 3606, Page 834 in the Hamilton County Recorders Office and identified as parcel number 075-0002-0223 on the Tax Maps of said County.

Section 2. That the Property is not needed for transportation or any other municipal purpose, that there is good cause to sell the Property, and that such sale will not be detrimental to the general interest.

Section 3. That the fair market value of the Property, as determined by appraisal by the City's Real Estate Services Division, is approximately $210, which Petitioners have agreed to pay.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Property is in the best interest of the City because Petitioners own the adjoining property and, as a practical matter, only an abutting property owner would have any practical use for the Property.

Section 5. That the proceeds from the sale of the Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby

authorized to deposit amounts in excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY" represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 7. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including, without limitation, executing any and all ancillary agreements, deeds, plats, and other documents to facilitate the vacation and sale of the Property to Petitioner, including by executing a *Property Sale Agreement* in substantially the form attached to this ordinance as Attachment A.

Section 8. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

Section 9. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:_____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No. _____

Property: Frank Street & Artist Alley

PROPERTY SALE AGREEMENT

This Property Sale Agreement (this "**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **MARK A. ROSENZWEIG & SHIRLEY F. ROSENZWEIG**, husband and wife, whose tax mailing address is 548 E. 13th Street, Cincinnati, OH 45202 (collectively, "**Purchaser**").

Recitals:

A. The City owns certain real property located at the southwest corner of the intersection of the public ways designated as Frank Street and Artist Alley in the Pendleton neighborhood of Cincinnati, Ohio, as described on Exhibit A (*Legal Description- the Property*) hereto (the "**Property**"), which Property is under the management of the City's Department of Transportation and Engineering ("**DOTE**").

B. Purchaser owns certain real property adjoining the Property, as more particularly depicted on Exhibit B (*Site Survey*) hereto ("**Purchaser's Property**"), and desires to purchase from the City a portion of the Property, as more particularly depicted and described on Exhibit C (*Form of Quitclaim Deed*) hereto (the "**Sale Property**") to consolidate said Sale Property with Purchaser's Property.

C. The City has determined that the Sale Property is not needed for transportation or any other municipal purpose.

D. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is $210.00, which has been deposited with the City Treasurer.

E. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser's Property abuts the Sale Property, and as a practical matter no one other than an abutting property owner would have any use for it.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on June 4, 2021.

G. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. [___]-2021, passed on [_____], 2021.

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City for $210.00 (the "**Purchase Price**"). Purchaser acknowledges that it is familiar with the condition of the Sale Property and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

2. Closing.

(A) Conditions. The closing on the City's sale of the Sale Property to Purchaser (the "**Closing**") shall not occur unless and until the following conditions have been satisfied (the "**Conditions**"); *provided,*

however, that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City's Quitclaim Deed to Purchaser or handle such Conditions post-Closing. Purchaser shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City.

(i) Title & Survey: Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;

(ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;

(iii) Plats and Legal Descriptions: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property;

(iv) Coordinated Report Conditions (CR #71-2020):

(a) DOTE:

1. The existing utilities must be granted easements or relocated at Purchaser's expense.

2. The Purchaser is required, at their expense, to provide the City with an acceptable legal description for the sale area that meets the recordable standards of the Hamilton County Recorder's Office.

3. Frank Street and Artist Alley must be articulated with a curb, sidewalk, and/or curb cut, to be approved by DOTE. The City shall also retain nine inches from back of curb for future maintenance work, and sell to Purchaser the balance of right-of-way not in the roadway.

4. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(B) Right to Terminate. If either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **90 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

(C) Closing Date. Provided the Conditions have been satisfied, the Closing shall take place **30 days** after the Effective Date, or on such earlier or later date as the parties may agree upon.

(D) Closing Costs and Closing Documents. At the Closing, (i) City shall confirm that Purchaser has paid the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C. Purchaser shall pay all

Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser 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 Purchaser to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

3. **Notices**. All notices given by the parties hereunder shall be deemed given if personally delivered, delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. regular or certified mail, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. If Purchaser sends a notice to the City alleging that the City is in default under this Agreement, Purchaser shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. Notices shall be deemed given on the date of receipt.

4. **Representations, Warranties, and Covenants of Purchaser.** Purchaser makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

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

(ii) Purchaser's execution, delivery, and performance of this Agreement and the transaction contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or any mortgage, contract, agreement or other undertaking to which Purchaser is a party or which purports to be binding upon Purchaser or upon any of its assets, nor is Purchaser in violation or default of any of the foregoing.

(iii) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Purchaser, threatened against or affecting Purchaser, at law or in equity or before or by any governmental authority.

(iv) Purchaser shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Purchaser that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its purchase of the Sale Property.

(v) The statements made in the documentation provided by Purchaser to the City have been reviewed by Purchaser 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.

(vi) Purchaser does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

5. **General Provisions**.

(A) Entire Agreement. This Agreement (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.

(B) Amendments. This Agreement may be amended only by a written amendment signed by both parties.

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

(D) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns. Purchaser shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

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

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

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

(H) Brokers. Purchaser represents to the City that Purchaser has not dealt with any real estate brokers and agents in connection with its purchase of the Sale Property.

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

(J) Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the property sale shall have any personal financial interest, direct or indirect, in the property sale, and Purchaser shall take appropriate steps to assure compliance.

(K) Administrative Actions. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.

(L) Counterparts; E-Signature. This Agreement may be executed via electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

6. Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A – *Legal Description -the Property*
Exhibit B – *Site Survey*
Exhibit C – *Form of Quit Claim Deed*

[signature pages follow]

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

_____
Mark A. Rosenzweig

Date: _____, 2021

_____
Shirley F. Rosenzweig

Date: _____, 2021

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Recommended by:

_____
John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

Legal Description -the Property

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

Beginning at the intersection of the southerly line of Noah Alley and the westerly line of Frank Street; thence southwardly, along the westerly line of Frank Street, 16.0 feet, more or less; thence northwestwardly, 30.0 feet more or less, to the southerly line of Noah Alley; thence eastwardly, along the southerly line of Noah Alley, 25.0 feet, more or less, to the place of beginning.

Being part of the same premises conveyed to the grantor herein by deed recorded in Deed Book 2300, page 472, Hamilton County, Ohio, deed records.

EXHIBIT B
to Property Sale Agreement

Site Survey

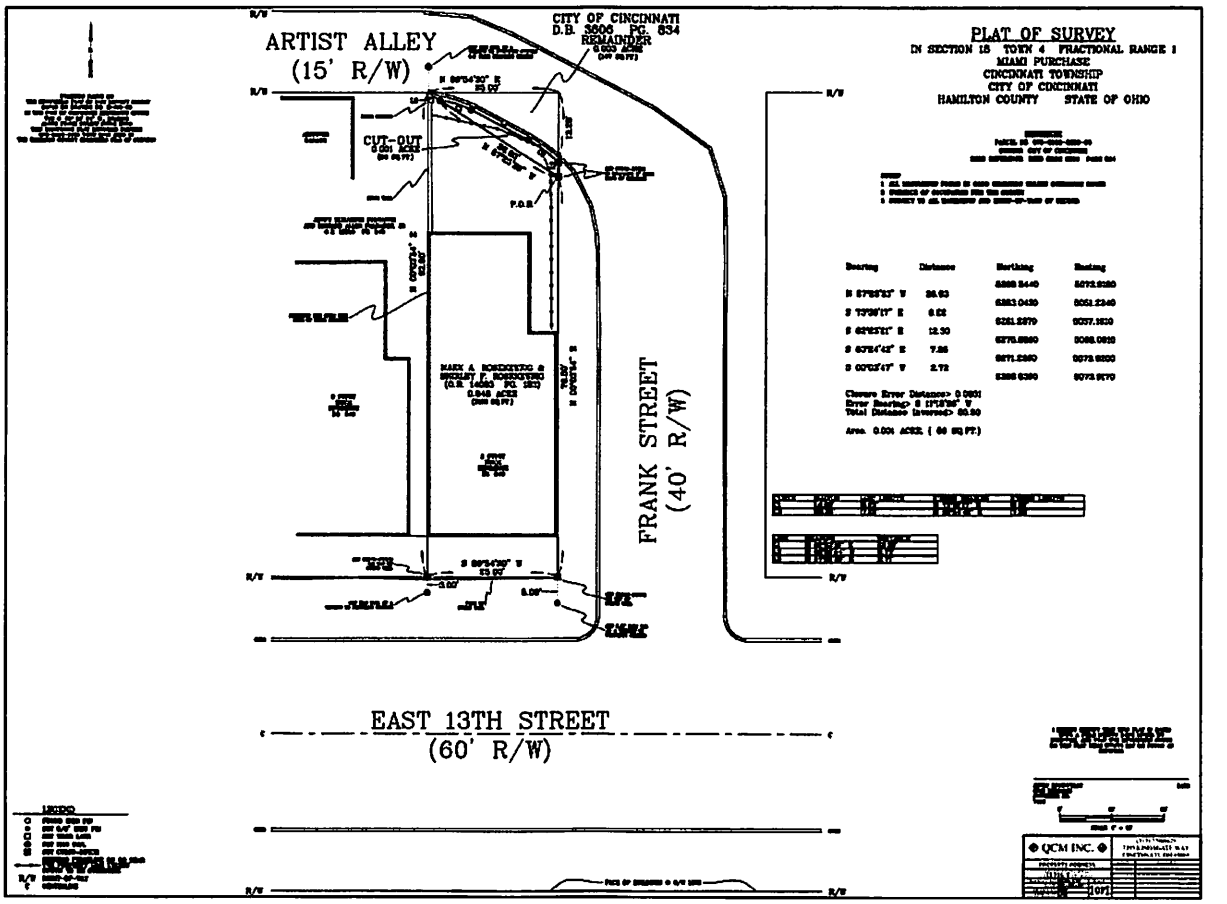


Exhibit C
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

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

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **MARK A. ROSENZWEIG** and **SHIRLEY F. ROSENZWEIG**, husband and wife, whose tax mailing address is 548 E. 13th Street, Cincinnati, OH 45202, ("**Grantee**"), all of the City's right, title and interest in and to the real property depicted on Exhibit A (*Survey Plat*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**").

Property Address:	None, approx. 0.0013 acres, Cincinnati, OH 45202;
Auditor's Parcel ID No.:	Portion of 075-0002-0223
Prior instrument reference:	D.B. 3606, Pg. 834, Hamilton County, Ohio Records.

(A) Conveyance Between Adjoining Lot Owners. This conveyance is a transfer between adjoining lot owners made in compliance with Section 711.001, Subsection (B)(1) Ohio Revised Code, and does not create an additional building site nor violate any zoning regulation or other public regulation in the parcel hereby conveyed or the balance of the parcel retained by the grantor herein. The parcel hereby conveyed may not hereafter be conveyed separately from Grantee's adjoining parcel nor any structure erected thereon without the prior approval of the authority having jurisdiction of plats.

(B) Creation of Utility Easement: The City hereby reserves and creates a public utility easement on, over, or under any portion of the Property encumbered by utility facilities such that any public utility affected by this conveyance shall be deemed to have a permanent easement in such portions of the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities.

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

[SIGNATURE PAGE FOLLOWS]

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by_____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

_____
Notary Public
My commission expires: _____

Approved by:

_____
John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

_____
Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department,
801 Plum Street, Suite 214,
Cincinnati, Ohio 45202

{00342849-1}

Exhibit A
to Quitclaim Deed
Survey Plat

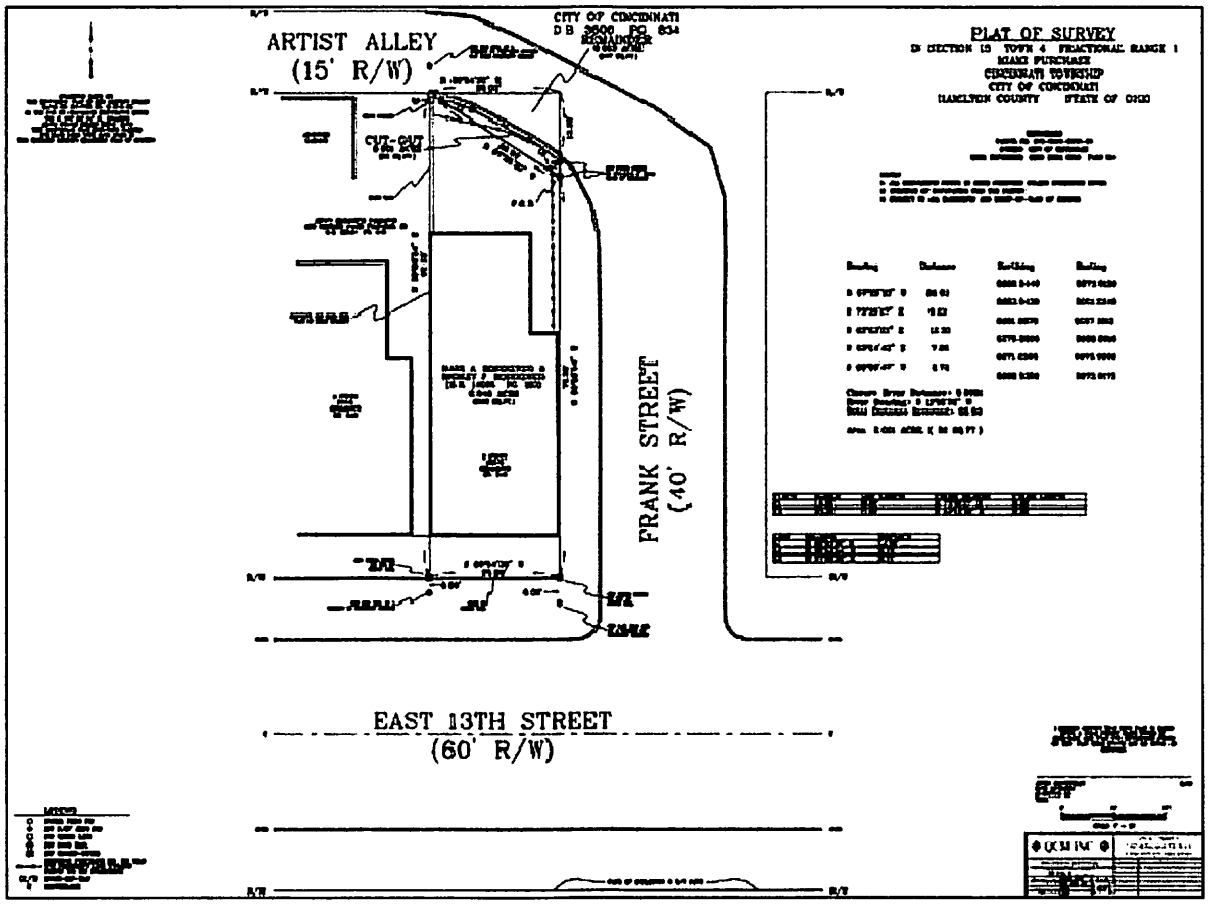


Exhibit B
to Quitclaim Deed
Legal Description

Situated in the State of Ohio, Hamilton County, City of Cincinnati, in Section 18, Town 4, Fractional Range 1, Miami Purchase and being more particularly described as follows:

Commencing at a cross-notch set on top of a stonewall at the intersection of the west line of Frank Street (40 foot R/W) with the north line of East Thirteenth Street (60 foot R/W), a 5/8" iron pin set as a witness to said cross-notch, bearing S. 00° 03' 54" W., 5.00 feet, and being the southeast corner of the land of Mark A. Rosenzweig and Shirley F. Rosenzweig (O.R. 14085, Pg. 183);

Thence, with the west line of Frank Street, N. 00° 03' 54" E., 76.50 feet to a cross-notch set in a concrete sidewalk, being the southeast corner of a parcel conveyed to the City of Cincinnati in Deed Book 3606, Page 834 in the Hamilton County Recorders Office and being the POINT OF BEGINNING;

Thence, with the southwesterly line of the parcel of said City of Cincinnati, N. 57° 25' 30" W., 26.93 feet to a mag nail set in a brick driveway, said nail being S. 57° 25' 30" E., 2.71 feet from the northwest corner of said land conveyed to the City of Cincinnati;

Thence, leaving said southwesterly line, following nine inches behind an existing curb, and being new division lines for the next three courses: along a curve to the right with a radius of 16.00 feet, an arc length of 6.26 feet to a mag nail set in a brick driveway, the chord of said arc bears S. 73° 36' 17" E., a distance of 6.22 feet;

Thence, S. 62° 23' 16" E., 12.30 feet to a 5/8" iron pin set;

Thence, along a curve to the right with a radius of 23.25 feet, an arc length of 7.29 feet to a cross-notch set in a concrete sidewalk and in the west line of said Frank Street, the chord of said arc bears S. 53° 24' 42" E., a distance of 7.26 feet;

Thence, with the west line of Frank Street, S. 00° 03' 54" W., 2.72 feet to the point of beginning.

Contains an area of 0.0013 acre or 55.67 square feet of land, more or less.

Subject to all legal highways, easements, restrictions, and zoning regulations of record.

The bearings in the above description are based on the Dedication Plat of New Liberty Street, which is based on Drawing No. E-316-98 in the City of Cincinnati Engineer's Office, the S. 00° 03' 54" W. bearing along Frank Street being held. This Dedication Plat involves parcel numbers 075-0002-0194 thru 0198, and is also in the Hamilton County Engineers file of surveys.

Being a part of the land conveyed to the City of Cincinnati in Deed Book 3606, Page 834 in the Hamilton County Recorders Office and identified as parcel number 075-0002-0223 on the Tax Maps of said County.

The above description is taken from and in accordance with a field survey and plat made under the direction of Jerry Rosenfeldt, Ohio Licensed Surveyor No. 7598, with Q.C.M. Inc., dated February 25, 2021.

Contract No. _____

Property: Frank Street & Artist Alley

PROPERTY SALE AGREEMENT

This Property Sale Agreement (this "**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **MARK A. ROSENZWEIG & SHIRLEY F. ROSENZWEIG**, husband and wife, whose tax mailing address is 548 E. 13th Street, Cincinnati, OH 45202 (collectively, "**Purchaser**").

Recitals:

A. The City owns certain real property located at the southwest corner of the intersection of the public ways designated as Frank Street and Artist Alley in the Pendleton neighborhood of Cincinnati, Ohio, as described on Exhibit A (*Legal Description- the Property*) hereto (the "**Property**"), which Property is under the management of the City's Department of Transportation and Engineering ("**DOTE**").

B. Purchaser owns certain real property adjoining the Property, as more particularly depicted on Exhibit B (*Site Survey*) hereto ("**Purchaser's Property**"), and desires to purchase from the City a portion of the Property, as more particularly depicted and described on Exhibit C (*Form of Quitclaim Deed*) hereto (the "**Sale Property**") to consolidate said Sale Property with Purchaser's Property.

C. The City has determined that the Sale Property is not needed for transportation or any other municipal purpose.

D. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is $210.00, which has been deposited with the City Treasurer.

E. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser's Property abuts the Sale Property, and as a practical matter no one other than an abutting property owner would have any use for it.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on June 4, 2021.

G. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. [___]-2021, passed on [_____], 2021.

NOW, THEREFORE, the parties agree as follows:

1. Purchase Price. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City for $210.00 (the "**Purchase Price**"). Purchaser acknowledges that it is familiar with the condition of the Sale Property and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

2. Closing.

(A) Conditions. The closing on the City's sale of the Sale Property to Purchaser (the "**Closing**") shall not occur unless and until the following conditions have been satisfied (the "**Conditions**"); *provided,*

however, that if the City, in its sole discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City's Quitclaim Deed to Purchaser or handle such Conditions post-Closing. Purchaser shall perform all work and investigations and shall obtain and prepare all necessary documents pertaining to the satisfaction of the Conditions, at no cost to the City.

(i) Title & Survey: Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;

(ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;

(iii) Plats and Legal Descriptions: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property;

(iv) Coordinated Report Conditions (CR #71-2020):

(a) DOTE:

1. The existing utilities must be granted easements or relocated at Purchaser's expense.

2. The Purchaser is required, at their expense, to provide the City with an acceptable legal description for the sale area that meets the recordable standards of the Hamilton County Recorder's Office.

3. Frank Street and Artist Alley must be articulated with a curb, sidewalk, and/or curb cut, to be approved by DOTE. The City shall also retain nine inches from back of curb for future maintenance work, and sell to Purchaser the balance of right-of-way not in the roadway.

4. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way. All improvements in the public right-of-way must be built to City standards, policies and guidelines. Application for permits may be made at Room 425, City Hall, 801 Plum Street. Please note that plan drawings (2 sets), to be reviewed by DOTE, must be attached to the permit application.

(B) Right to Terminate. If either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **90 days** after the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate.

(C) Closing Date. Provided the Conditions have been satisfied, the Closing shall take place **30 days** after the Effective Date, or on such earlier or later date as the parties may agree upon.

(D) Closing Costs and Closing Documents. At the Closing, (i) City shall confirm that Purchaser has paid the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C. Purchaser shall pay all

Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser 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 Purchaser to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

3. **Notices**. All notices given by the parties hereunder shall be deemed given if personally delivered, delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. regular or certified mail, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Agreement. If Purchaser sends a notice to the City alleging that the City is in default under this Agreement, Purchaser shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202. Notices shall be deemed given on the date of receipt.

4. **Representations, Warranties, and Covenants of Purchaser.** Purchaser makes the following representations, warranties and covenants to induce the City to enter into this Agreement:

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

(ii) Purchaser's execution, delivery, and performance of this Agreement and the transaction contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or any mortgage, contract, agreement or other undertaking to which Purchaser is a party or which purports to be binding upon Purchaser or upon any of its assets, nor is Purchaser in violation or default of any of the foregoing.

(iii) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Purchaser, threatened against or affecting Purchaser, at law or in equity or before or by any governmental authority.

(iv) Purchaser shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute or governmental proceedings or investigation affecting Purchaser that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its purchase of the Sale Property.

(v) The statements made in the documentation provided by Purchaser to the City have been reviewed by Purchaser 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.

(vi) Purchaser does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

5. **General Provisions**.

(A) Entire Agreement. This Agreement (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof.

(B) Amendments. This Agreement may be amended only by a written amendment signed by both parties.

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

(D) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns. Purchaser shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

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

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

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

(H) Brokers. Purchaser represents to the City that Purchaser has not dealt with any real estate brokers and agents in connection with its purchase of the Sale Property.

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

(J) Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the property sale shall have any personal financial interest, direct or indirect, in the property sale, and Purchaser shall take appropriate steps to assure compliance.

(K) Administrative Actions. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.

(L) Counterparts; E-Signature. This Agreement may be executed via electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

6. Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A – *Legal Description -the Property*
Exhibit B – *Site Survey*
Exhibit C – *Form of Quit Claim Deed*

[signature pages follow]

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

_____
Mark A. Rosenzweig

Date: _____, 2021

_____
Shirley F. Rosenzweig

Date: _____, 2021

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Recommended by:

_____
John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

Legal Description -the Property

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

Beginning at the intersection of the southerly line of Noah Alley and the westerly line of Frank Street; thence southwardly, along the westerly line of Frank Street, 16.0 feet, more or less; thence northwestwardly, 30.0 feet more or less, to the southerly line of Noah Alley; thence eastwardly, along the southerly line of Noah Alley, 25.0 feet, more or less, to the place of beginning.

Being part of the same premises conveyed to the grantor herein by deed recorded in Deed Book 2300, page 472, Hamilton County, Ohio, deed records.

EXHIBIT B
to Property Sale Agreement

Site Survey

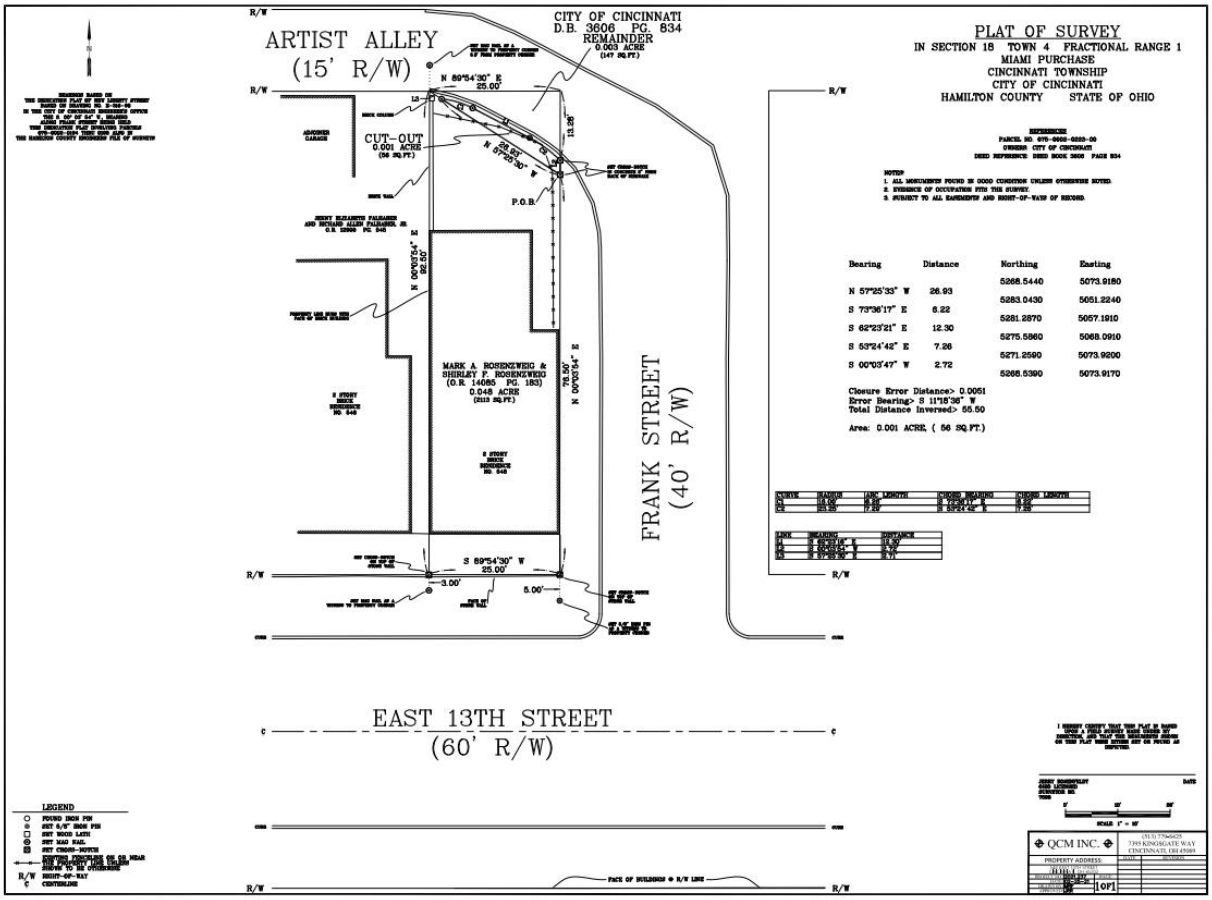


Exhibit C
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

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

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **MARK A. ROSENZWEIG** and **SHIRLEY F. ROSENZWEIG**, husband and wife, whose tax mailing address is 548 E. 13th Street, Cincinnati, OH 45202, ("**Grantee**"), all of the City's right, title and interest in and to the real property depicted on Exhibit A (*Survey Plat*) and described on Exhibit B (*Legal Description*) hereto (the "**Property**").

Property Address:	None, approx. 0.0013 acres, Cincinnati, OH 45202;
Auditor's Parcel ID No.:	Portion of 075-0002-0223
Prior instrument reference:	D.B. 3606, Pg. 834, Hamilton County, Ohio Records.

(A) Conveyance Between Adjoining Lot Owners. This conveyance is a transfer between adjoining lot owners made in compliance with Section 711.001, Subsection (B)(1) Ohio Revised Code, and does not create an additional building site nor violate any zoning regulation or other public regulation in the parcel hereby conveyed or the balance of the parcel retained by the grantor herein. The parcel hereby conveyed may not hereafter be conveyed separately from Grantee's adjoining parcel nor any structure erected thereon without the prior approval of the authority having jurisdiction of plats.

(B) Creation of Utility Easement: The City hereby reserves and creates a public utility easement on, over, or under any portion of the Property encumbered by utility facilities such that any public utility affected by this conveyance shall be deemed to have a permanent easement in such portions of the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities.

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

[SIGNATURE PAGE FOLLOWS]

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021 by_____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

_____
Notary Public
My commission expires: _____

Approved by:

_____
John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

_____
Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department,
801 Plum Street, Suite 214,
Cincinnati, Ohio 45202

{00342849-1}

Exhibit A
to Quitclaim Deed
Survey Plat

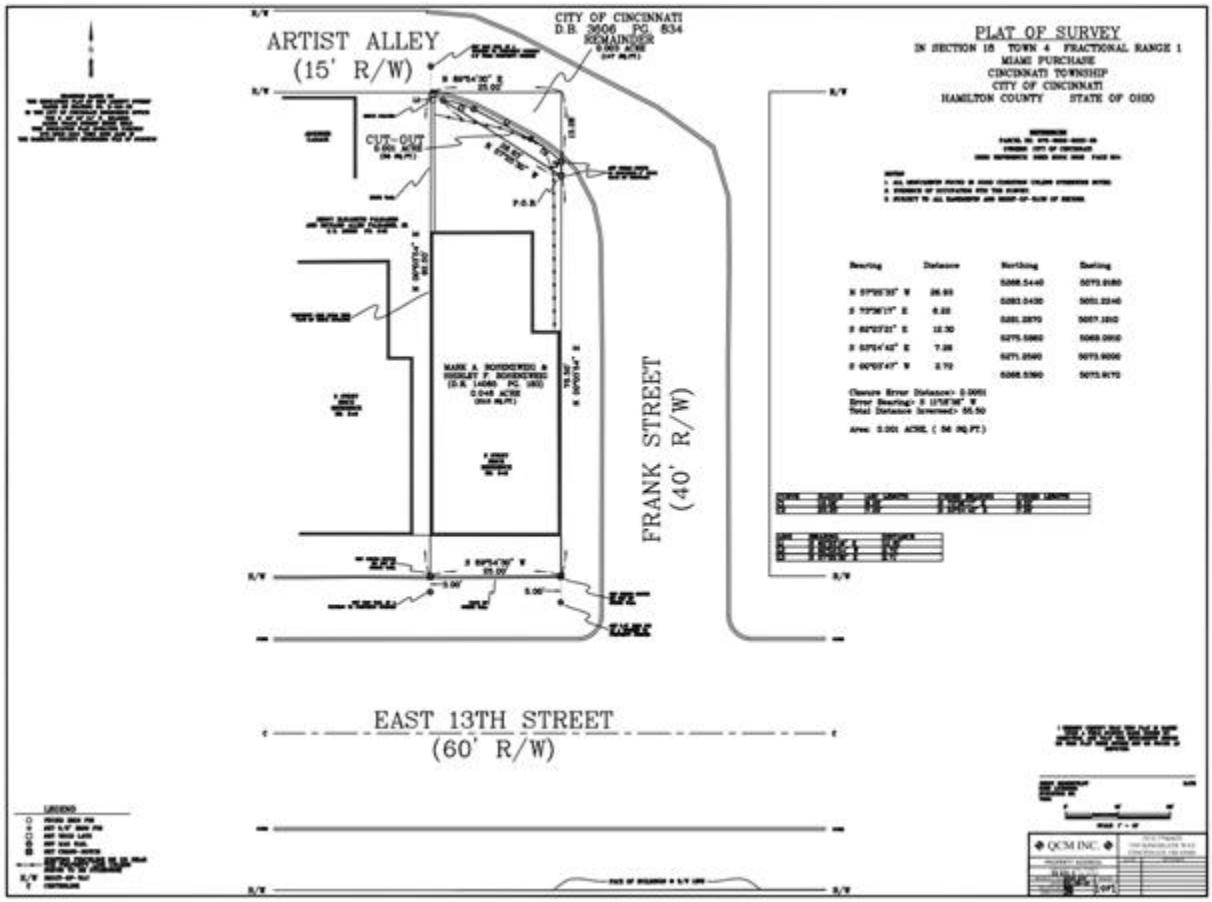


Exhibit B
to Quitclaim Deed
Legal Description

Situated in the State of Ohio, Hamilton County, City of Cincinnati, in Section 18, Town 4, Fractional Range 1, Miami Purchase and being more particularly described as follows:

Commencing at a cross-notch set on top of a stonewall at the intersection of the west line of Frank Street (40 foot R/W) with the north line of East Thirteenth Street (60 foot R/W), a 5/8" iron pin set as a witness to said cross-notch, bearing S. 00° 03' 54" W., 5.00 feet, and being the southeast corner of the land of Mark A. Rosenzweig and Shirley F. Rosenzweig (O.R. 14085, Pg. 183);

Thence, with the west line of Frank Street, N. 00° 03' 54" E., 76.50 feet to a cross-notch set in a concrete sidewalk, being the southeast corner of a parcel conveyed to the City of Cincinnati in Deed Book 3606, Page 834 in the Hamilton County Recorders Office and being the POINT OF BEGINNING;

Thence, with the southwesterly line of the parcel of said City of Cincinnati, N. 57° 25' 30" W., 26.93 feet to a mag nail set in a brick driveway, said nail being S. 57° 25' 30" E., 2.71 feet from the northwest corner of said land conveyed to the City of Cincinnati;

Thence, leaving said southwesterly line, following nine inches behind an existing curb, and being new division lines for the next three courses: along a curve to the right with a radius of 16.00 feet, an arc length of 6.26 feet to a mag nail set in a brick driveway, the chord of said arc bears S. 73° 36' 17" E., a distance of 6.22 feet;

Thence, S. 62° 23' 16" E., 12.30 feet to a 5/8" iron pin set;

Thence, along a curve to the right with a radius of 23.25 feet, an arc length of 7.29 feet to a cross-notch set in a concrete sidewalk and in the west line of said Frank Street, the chord of said arc bears S. 53° 24' 42" E., a distance of 7.26 feet;

Thence, with the west line of Frank Street, S. 00° 03' 54" W., 2.72 feet to the point of beginning.

Contains an area of 0.0013 acre or 55.67 square feet of land, more or less.

Subject to all legal highways, easements, restrictions, and zoning regulations of record.

The bearings in the above description are based on the Dedication Plat of New Liberty Street, which is based on Drawing No. E-316-98 in the City of Cincinnati Engineer's Office, the S. 00° 03' 54" W. bearing along Frank Street being held. This Dedication Plat involves parcel numbers 075-0002-0194 thru 0198, and is also in the Hamilton County Engineers file of surveys.

Being a part of the land conveyed to the City of Cincinnati in Deed Book 3606, Page 834 in the Hamilton County Recorders Office and identified as parcel number 075-0002-0223 on the Tax Maps of said County.

The above description is taken from and in accordance with a field survey and plat made under the direction of Jerry Rosenfeldt, Ohio Licensed Surveyor No. 7598, with Q.C.M. Inc., dated February 25, 2021.

city of CINCINNATI
Interdepartment Correspondence Sheet

August 4, 2021

To: Mayor and Members of City Council 202102564

From: Paula Boggs Muething, City Manager

Subject: **Ordinance – Ohio Association of Community Health Centers Community Oral Health Transformation Initiative Grant**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to accept and appropriate a grant in the amount of $25,000 from the Ohio Association of Community Health Centers' Community Oral Health Transformation Initiative by DentaQuest for the purpose of providing resources to improve the delivery of quality oral health care; and AUTHORIZING the Director of Finance to deposit the grant funds into Public Health Research Fund 350.

This Ordinance would authorize the City Manager to accept and appropriate a grant in the amount of $25,000 from the Ohio Association of Community Health Centers for the purpose of providing resources to improve the delivery of quality oral health care by supporting community dental professionals to prioritize oral health as a component of comprehensive patient care; utilizing teledentistry to effectively provide and coordinate care for those who lack access to dental care; personalizing care based on individual risk factors with a focus on disease prevention rather than a one-size-fits all model; and expanding the patient's role through engagement in care delivery.

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

This Ordinance would also authorize the Finance Director to deposit the grant funds into Public Health Research Fund 350.

This Ordinance is in accordance with the Sustain goal to "Become a healthier Cincinnati" as described on page 181 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment

City of Cincinnati

AEP

BWG

An Ordinance No._____ - 2021

AUTHORIZING the City Manager to accept and appropriate a grant in the amount of $25,000 from the Ohio Association of Community Health Centers' Community Oral Health Transformation Initiative by DentaQuest for the purpose of providing resources to improve the delivery of quality oral health care; and AUTHORIZING the Director of Finance to deposit the grant funds into Public Health Research Fund 350.

WHEREAS, a grant of up to $25,000 is available from the Ohio Association of Community Health Centers' Community Oral Health Transformation Initiative ("COrHT") by DentaQuest for the purpose of providing resources to improve the delivery of quality oral health care by supporting community dental professionals to prioritize oral health as a component of comprehensive patient care; utilizing teledentistry to effectively provide and coordinate care for those who lack access to dental care; personalizing care based on individual risk factors with a focus on disease prevention rather than a one-size-fits all model; and expanding the patient's role through engagement in care delivery; and

WHEREAS, the Cincinnati Health Department intends to use these resources to improve the delivery of oral health care at City health centers; and

WHEREAS, no grant application was required, and the Cincinnati Health Department was notified it received the grant on February 17, 2021; and

WHEREAS, the grant funding will not be accepted should this Ordinance not be approved; and

WHEREAS, there are no new FTEs associated with this grant and no local match is required; and

WHEREAS, COrHT is in accordance with the "Sustain" goal to "Become a healthier Cincinnati," as described on page 181 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and appropriate a grant of up to $25,000 from the Ohio Association of Community Health Centers' Community Oral Health Transformation Initiative by DentaQuest for the purpose of providing resources to improve the delivery of quality oral health care.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Public Health Research Fund 350.

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

August 4, 2021

To: Mayor and Members of City Council 202102565

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Cincinnati Park Board Commissioner Funds and Donations**

Attached is an Emergency Ordinance captioned:

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

This Emergency Ordinance would authorize the City Manager to accept and appropriate a donation totaling $400,000 from the Cincinnati Park Board Commissioner's Fund. The purpose of the funding is to provide support for purchasing horticultural supplies, executing maintenance contracts, providing salary reimbursements, providing for the Krohn Conservatory's gift shop inventory, and providing resources for other vital costs associated with running the City's parks.

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

This Emergency Ordinance would also authorize the Finance Director to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

This Emergency Ordinance is in accordance with the Sustain goal to "Preserve our natural and built environment" and strategy to "Protect our natural resources," as described on pages 194 – 196 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept the funds to avoid disruption in services

The Administration recommends passage of this Emergency Ordinance.

PLAN CINCINNATI

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

Attachment

EMERGENCY

City of Cincinnati

KKF BWG

An Ordinance No. _____ - 2021

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

WHEREAS, the Cincinnati Park Board maintains a Commissioner's Fund that consists of funds received from endowments and donations from various entities; and

WHEREAS, the Cincinnati Park Board is in need of funds for purchasing horticultural supplies and Krohn Conservatory gift shop inventory, and to pay for maintenance contracts, salary reimbursements, and other vital costs associated with running City parks; and

WHEREAS, there is up to $400,000 from the Commissioner's Fund that can be donated to the Cincinnati Park Board for these purposes; and

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

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

WHEREAS, acceptance of the donation is in accordance with the "Sustain" goal to "Preserve our natural and built environment" and strategy to "Protect our natural resources," as described on pages 194 – 196 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate a donation in the amount of $400,000 from the Cincinnati Park Board Commissioner's Fund for the purpose of purchasing horticultural supplies and Krohn Conservatory gift shop inventory, and paying for maintenance contracts, salary reimbursements, and other vital costs associated with running City parks.

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

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

August 4, 2021

To: Mayor and Members of City Council 202102566

From: Paula Boggs Muething, City Manager

Subject: **Ordinance – American Rescue Plan Act Grant for Lunken Airport**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for and accept a grant of up to $148,000 from the United States Department of Transportation and the Federal Aviation Administration through the American Rescue Plan Act (ARPA) (Assistance Listing Number 20.106) for the purpose of offsetting costs related to operations, personnel, cleaning, and sanitization services for combatting the spread of COVID-19 at Lunken Airport; and authorizing the Finance Director to deposit the grant funds into the General Aviation Fund revenue account no. 104x8554.

This Emergency Ordinance authorizes the City Manager to apply for and accept a grant of up to $148,000 from the United States Department of Transportation (DOT) and the Federal Aviation Administration (FAA) through the American Rescue Plan Act (ARPA) for the purpose of offsetting costs related to operations, personnel, cleaning, and sanitization services for combatting the spread of COVID-19 at Lunken Airport. This Emergency Ordinance also authorizes the Finance Director to deposit the grant funds into the General Aviation Fund revenue account no. 104x8554.

This grant does not require a local match. No new FTEs are required.

Lunken Airport operations are in accordance with the "Connect" goal to "Develop an efficient multi-modal transportation system that supports neighborhood livability," and the strategies to "Expand options for non-automotive travel," and to "Plan, design, and implement a safe and sustainable transportation system," as described on pages 127-138 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

PLAN CINCINNATI

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

Attachment

City of Cincinnati

AEP

An Ordinance No. _____ - 2021

AUTHORIZING the City Manager to apply for and accept a grant of up to $148,000 from the United States Department of Transportation and the Federal Aviation Administration through the American Rescue Plan Act (ARPA) (Assistance Listing Number 20.106) for the purpose of offsetting costs related to operations, personnel, cleaning, and sanitization services for combatting the spread of COVID-19 at Lunken Airport; and authorizing the Finance Director to deposit the grant funds into the General Aviation Fund revenue account no. 104x8554.

WHEREAS, a grant of up to $148,000 is available from the United States Department of Transportation and the Federal Aviation Administration through the American Rescue Plan Act (ARPA) (Assistance Listing Number 20.106) for the purpose of offsetting costs at airports related to operations, personnel, cleaning, and sanitization services for combatting the spread of COVID-19; and

WHEREAS, the City intends to use the grant funds to support Lunken Airport; and

WHEREAS, there are no new FTEs associated with this grant and no local match is required; and

WHEREAS, Lunken Airport operations are in accordance with the "Connect" goal to "Develop an efficient multi-modal transportation system that supports neighborhood livability," and the strategies to "Expand options for non-automotive travel," and to "Plan, design, and implement a safe and sustainable transportation system," as described on pages 127-138 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for and accept a grant of up to $148,000 from the United States Department of Transportation and the Federal Aviation Administration through the American Rescue Plan Act (ARPA) (Assistance Listing Number 20.106) for the purpose of offsetting costs related to operations, personnel, cleaning, and sanitization services for combatting the spread of COVID-19 at Lunken Airport.

Section 2. That the Director of Finance is authorized to deposit the grant funds into the General Aviation Fund revenue account no. 104x8554.

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

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

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

City of Cincinnati

801 Plum Street, Suite 349
Cincinnati, Ohio 45202

Phone (513) 352-4610
Email david.mann@cincinnati-oh.gov
Web www.cincinnati-oh.gov

David S. Mann
Councilmember

202102638

August 25, 2021

We move that the City Administration report back to Council on a quarterly basis about how the ARPA funding is being spent.

Councilmember David Mann

Statement:

Cincinnati City Council passed in May 2021 a series of Ordinances allocating funds from the American Rescue Plan Act (ARPA) to various agencies with the purpose of helping these agencies achieve some goals made difficult by the COVID19 crisis.

It is the responsibility of Council to ensure that these agencies spend these resources in an expeditious and effective manner for two main reasons:

1- Provide accountability to the citizens
2- Learn from this first round to help make decisions for year 2 funding

The quarterly report would clearly outline the purpose of the fund allocations, the agencies receiving money and the actual expenditures.

City of Cincinnati

801 Plum Street, Suite 349
Cincinnati, Ohio 45202

Phone (513) 352-4610
Email david.mann@cincinnati-oh.gov
Web www.cincinnati-oh.gov

202102460

David S. Mann
Councilmember

July 12, 2021

MOTION

I move that the Administration develop a long-term plan for addressing the reality that hundred-year floods are now a regular challenge for our community and that is no longer acceptable that businesses and residents may at any time find livelihoods and households severely damaged or destroyed by predictable events.

David Mann
Councilmember David Mann

Betsy Sundermann

Jan Michele Kearney

STATEMENT

The rain event of July 1, 2021 was a reminder of the difficult task which MSD and SMU have in dealing with the new reality of unusual storm events in the context of past and present development, aging infrastructure, Consent Decree and political issues. This last event is reminiscent of 2016 when several 100-year storms hit our city. We have been warned by climate scientists that our region is already seeing increased precipitation with the same trends going into the foreseeable future. Within this complex reality, we must at least address issues that we can control locally, as opposed to issues requiring national and international actions. Learning from 2016, MSD has now in place a better process able to respond to citizens faster and more efficiently, but little can be done by MSD to deal with issues strictly related to storm water.

City of Cincinnati

801 Plum Street, Suite 349
Cincinnati, Ohio 45202

Phone (513) 352-4610
Email david.mann@cincinnati-oh.gov
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David S. Mann
Councilmember

Past Development: At the local level, we need to recognize that past development has often followed creek beds. With increased rain and with these creek beds piped to carry more moderate water flows of the past, these developments are in jeopardy of being flooded each time an exceptional storm event occurs. And more exceptional storms have become the norm. It is the case along Delta Avenue in Cincinnati - the former Crawfish Creek. It is the case for the properties along Muddy Creek Road in Green Township.

Aging Infrastructure: With an underground pipe system built starting in the 1800's, our forefathers have not put the proper resources in on-going maintenance for this "out of sight, out of mind" infrastructure. In addition, this infrastructure was designed for a different reality, with less storms and less hard-surface development. The existing infrastructure is simply inadequate to carry large storms.

Consent Decree: The Consent Decree is based on water quality under the Clean Water Act. At a time of increased precipitation, this focus based on 1970's to 1980's reality may not be what the focus should be.

Political stalemate: The present structure of MSD, with the city managing and the county responsible for the purse, adds confusion and lack of focus toward effective solutions. In addition, the balkanization of the control of storm water throughout the county fails to recognize that water flows toward the lowest topographical point of the region, which is the City of Cincinnati.

A WAY FORWARD

We need, first and foremost, to settle the governance issue of MSD. The engineering and scientific issues MSD must deal with are very complex and the future of MSD needs to acknowledge this complexity. In the formulation of MSD's future, we need to involve not only Cincinnati and Hamilton County, but also Townships, and Municipalities all must be part of the final decision.

The massive amount of storm water in Hyde Park Square, water not able to get into the sewers and instead flooding buildings by entering their "front doors," clearly demonstrates that the July 1 flooding is not only an MSD issue but also a Stormwater Management Utility (SMU) issue. Too much finger pointing on "who's water it is" leads to inaction. Considering the dramatic increase in intensity of storms, we need to revisit the decision to separate MSD and SMU.

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David S. Mann
Councilmember

The Consent Decree was created in a different reality. It makes no sense currently to focus a lot of resources on water quality instead of water quantity. We need federal assistance to deal with aging infrastructure, asset replacement and storm water mitigation. Even with very expensive sewer bills, MSD and SMU cannot spend enough on infrastructure.

city of CINCINNATI
Interdepartment Correspondence Sheet

August 4, 2021

202102503

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance – Zone Change at 3201, 3215, 3223, and 3229 Woodburn Avenue in Evanston

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Transmitted is an Emergency Ordinance captioned:

> **AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property located at 3201, 3215, 3223, and 3229 Woodburn Avenue in the Evanston neighborhood from the CN-P, "Commercial Neighborhood-Pedestrian," zoning district to the RM-0.7, "Residential Multi-Family," zoning district in furtherance of the *Evanston Fire-Point Urban Renewal Plan* (2003).

The City Planning Commission recommended approval of the amendment at its July 16, 2021 meeting.

<u>Summary</u>
A zoning study on Woodburn Avenue was requested by the Evanston Community Council on January 17, 2020 to Councilmember Mann. The Evanston Community Council requested the study of the rezoning for the subject area to be changed to residential to conform with the specific recommendation in the *Evanston Five-Point Urban Renewal Plan* (2003). Councilmember Mann requested that the City Manager direct the Department of City Planning to proceed with the requested zoning study on January 28, 2020.

The subject area for the zoning study is located on the west side of Woodburn Avenue approximately 200' south of the intersection of Woodburn Avenue, Gilbert Avenue, and Montgomery Road, commonly known as the Five-Points Intersection. The site is 1.87 acres in size and contains four parcels. The subject area is the site of the recently demolished Calvary United Methodist Church (3201 and 3215 Woodburn), and two residential structures (3223 and 3229 Woodburn Avenue). The site is currently zoned Commercial Neighborhood-Pedestrian (CN-P), which is the zoning district for the properties immediately adjacent to the north and east of the subject area.

The City Planning Commission recommended the following on July 16, 2021 to City Council:

> **APPROVE** the zone change from Commercial Neighborhood – Pedestrian (CN-P) to Residential Multi-family (RM-0.7) at 3201, 3215, 3223, and 3229 Woodburn Avenue in Evanston.

cc: Katherine Keough-Jurs, AICP, Director, Department of City Planning

AMENDING the official zoning map of the City of Cincinnati to rezone certain real property located at 3201, 3215, 3223, and 3229 Woodburn Avenue in the Evanston neighborhood from the CN-P, "Commercial Neighborhood-Pedestrian," zoning district to the RM-0.7, "Residential Multi-Family," zoning district in furtherance of the *Evanston Five-Point Urban Renewal Plan* (2003).

WHEREAS, in January 2020, the Department of City Planning commenced a zoning study following a request by the Evanston Community Council ("ECC") to consider rezoning the real property located at 3201, 3215, 3223, and 3229 Woodburn Avenue ("Property") in the Evanston neighborhood to a residential zoning classification consistent with its neighborhood plans; and

WHEREAS, the Property is presently located in the CN-P, "Commercial Neighborhood-Pedestrian," zoning district, and it consists of approximately 1.87 acres on four parcels; and

WHEREAS, the Property is also the site of the recently demolished Calvary United Methodist Church and two residential structures, and no specific development is currently proposed for the Property; and

WHEREAS, the Department of City Planning has now completed its study, and it has recommended rezoning the Property to the RM-0.7, "Residential Multi-Family," zoning district; and

WHEREAS, the Department of City Planning considered many factors in conducting its review and arriving at its recommendation, including (i) the existing use of the Property and nearby properties; (ii) potential uses of the Property and those properties in its immediate vicinity; (iii) the viability of development under existing and proposed zoning classifications; (iv) the existing character of the area and the potential impacts, positive or adverse, that development may present under existing and proposed zoning classifications; and (v) relevant community plans; and

WHEREAS, the Department of City Planning's study was further informed by community engagement sessions that provided a forum in which the owners of the Property, ECC members, and other community stakeholders could provide their perspectives and debate the zoning classifications that might be appropriate for the Property; and

WHEREAS, the Department of City Planning's recommendation to rezone the Property from the CN-P, "Commercial Neighborhood-Pedestrian," zoning district to the RM-0.7, "Residential Multi-Family," zoning district rests upon its determination that the rezoning is consistent with the *Evanston Five-Point Urban Renewal Plan* (2003), which recommends that the Property be designated for residential use; and

WHEREAS, the recommendation is further based upon the department's finding that the rezoning would allow for a reasonable transition from residential districts to the south of the Property and the commercial areas located to the north and east of the Property; and

WHEREAS, the recommended zone change is consistent with *Plan Cincinnati* (2012), specifically the goal to "create a more livable community" (page 156), as well as the strategy to "become more walkable" (page 160) and the action step to "integrate more housing into our neighborhood business districts to strengthen them and increase pedestrian activity"; and

WHEREAS, the recommended zone change is also consistent with the *Evanston Five-Point Urban Renewal Plan's (2003)* "Urban Renewal Land Use Concept Map" (page 16) which contemplates the Property designation as a "Residential District" within a "Commercial to Residential Buffer" area; and

WHEREAS, at its regularly scheduled meeting on February 5, 2021, the City Planning Commission determined that the proposed zone change is in the interest of the public's health, safety, morals, and general welfare, and it recommended rezoning the Property from the CN-P, "Commercial Neighborhood-Pedestrian," zoning district to the RM-0.7, "Residential Multi-Family," zoning district; 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 rezoning the Property, finding it in the interest of the public's health, safety, morals, and general welfare; and

WHEREAS, the Council resolves to rezone the Property from the CN-P, "Commercial Neighborhood-Pedestrian," zoning district to the RM-0.7, "Residential Multi-Family," zoning district, 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 the shape and area of the City of Cincinnati's official zoning map in the location of the real property at 3201, 3215, 3223, and 3229 Woodburn Avenue in the Evanston neighborhood, shown on the map attached hereto as Exhibit "A" and incorporated herein by reference, and being more particularly described on the legal description contained in Exhibit "B" attached hereto and incorporated herein by reference, is hereby amended from the CN-P, "Commercial Neighborhood-Pedestrian," zoning district to the RM-0.7, "Residential Multi-Family," zoning district.

Section 2. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to preserve the character of the area and prevent potential adverse impacts that development may present under existing zoning classifications pursuant to the Department of City Planning's zoning study.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

CPC ITEM # 4
July 16, 2021

Honorable City Planning Commission
Cincinnati, Ohio

SUBJECT: A report and recommendation on a proposed zone change from Commercial Neighborhood – Pedestrian (CN-P) to Residential Multi-family (RM-0.7) at 3201, 3215, 3223, and 3229 Woodburn Avenue in Evanston.

GENERAL INFORMATION:

Location: 3201, 3215, 3223, 3229, 3231, and 3235-3 Woodburn Avenue and 3248 Gilbert Avenue, Cincinnati, OH 45207

Owners:

3201 and 3215 Woodburn Avenue:	Rick and Charles Investments, LLC 1308 50th Avenue NE St. Petersburg, FL 33703
3223 Woodburn Avenue:	Anita Rhodes & Johnny Wilkerson 305 Glensford Court Cincinnati, OH 45246
3229 Woodburn Avenue:	Carrie Rountrey 3229 Woodburn Avenue Cincinnati, OH 45207
3231 Woodburn Avenue	Port of Greater Cincinnati Development Authority 3 E. Fourth Street, Ste. 300 Cincinnati, OH 45202
3235-3 Woodburn Avenue	Awladee, LLC 462 Pinnacle Way Covington, KY 41016
3248 Gilbert Avenue	Hamilton County Land Utilization Corporation 3 E. Fourth Street, Ste. 300 Cincinnati, OH 45202

Petitioner: Evanston Community Council
3204 Woodburn Avenue
Cincinnati, OH 45207

ATTACHMENTS:

Provided in addition to this report are the following attachments:

- Exhibit A – Recommended Zone Change Map
- Exhibit B – Evanston Community Council Request of Zone Change Letter
- Exhibit C – Letters and Correspondences

BACKGROUND:

A zoning study on Woodburn Avenue was requested by the Evanston Community Council on January 17, 2020 to Councilmember Mann (Exhibit B). The Evanston Community Council requested the study of the rezoning for the subject area to be changed to residential to conform with the specific recommendation in

the *Evanston Five-Point Urban Renewal Plan* (2003). Councilmember Mann requested that the City Manager direct the Department of City Planning and Engagement to proceed with the requested zoning study on January 28, 2020.

The subject area for the requested zoning study is located on the west side of Woodburn Avenue approximately 200' south of the intersection of Woodburn Avenue, Gilbert Avenue, and Montgomery Road, commonly known as the Five-Points Intersection. The site is 1.87 acres in size and contains four parcels. The subject area is the site of the recently demolished Calvary United Methodist Church (3201 and 3215 Woodburn), and two residential structures (3223 and 3229 Woodburn Avenue). The site is currently zoned Commercial Neighborhood-Pedestrian (CN-P), which is the zoning district for the properties immediately adjacent to the north and east of the subject area.

Since that time, the Evanston Community Council has had engagement with the property owners regarding the requested zone change and study. Throughout the engagement process, property owners within the subject zone change area have indicated interest in the subject area being changed to the Residential-Mixed (RMX) zoning district. Another property owner within the subject area has indicated that should the area be rezoned, the Residential Multi-family (RM-0.7) should be considered.

On February 5, 2021, the City Planning Commission considered the Department of City Planning and Engagement's recommendation for a zone change for the subject properties (3201, 3215, 3223, and 3229 Woodburn Avenue) from CN-P to RM-0.7. During the meeting, there was discussion regarding the zoning of the adjacent Five-Points intersection, and how the subject properties integrate into the vicinity. Property owners in attendance of the City Planning Commission meeting indicated interest in the original zoning study area to be changed from CN-P to RMX, and that the adjacent property to the north of the subject area, 3231 Woodburn Avenue (current vacant parcel that was the former Bible Way Church of God structure) should also be considered for residential zoning. Based on the discussion, the City Planning Commission made a motion to hold the item to allow for additional engagement between the Department of City Planning and Engagement, the neighborhood, and property owners, and for City staff to expand the study area to include 3231 Woodburn Avenue, 3235-3 Woodburn Avenue, and 3248 Woodburn Avenue.

PROPOSED DEVELOPMENT:

There is no proposed development in conjunction with the zone change. At the time any development is proposed, it will require review through the City's Coordinated Site Review process.

ADJACENT LAND USE AND ZONING:

The recommended zone change area contains four parcels (three separate owners). The property is currently zoned Commercial Neighborhood - Pedestrian. The existing zoning and land use surrounding the subject site is as follows:

North:

Zoning:	Commercial Neighborhood – Pedestrian (CN-P); Residential Multi-Family (RM-0.7)
Existing Use:	Vacant; Retail; St. Aloysius Apartments

East:

Zoning:	Parks and Recreation (PR); Commercial Neighborhood – Pedestrian (CN-P)
Existing Use:	Evanston Recreation Center; Residential; Day Care; Restaurant

South:

Zoning:	Residential Mixed (RMX)
Existing Use:	Two-family Residential

West:

Zoning:	Residential Mixed (RMX)
Existing Use:	Single- and Two-family Residential

ANALYSIS:

Original Zoning Study Area (3201, 3215, 3223, and 3229 Woodburn Avenue)

The site currently consists of a single-family residential use, a multi-unit residential use, and a now vacant site that was the former Calvary United Methodist Church. The site is currently zoned Commercial Neighborhood – Pedestrian (CN-P), which would allow for the site to be redeveloped as a commercial use. The Evanston Community Council requested the zoning study in order to change the area to an appropriate residential district in order to conform with the specific recommendation in the *Evanston Five-Point Urban Renewal Plan* (2003). The *Evanston Five-Point Urban Renewal Plan* identifies this area in the "Urban Renewal Land Use Concept" map (page 16) as a "Residential District" within the "Commercial to Residential Buffer Area."

There are several uses in the immediate vicinity of the site including retail, recreation, community center, and single-, two-, and multi-family residential. The site serves as a transition from the residential uses that front along Woodburn Avenue to the south and the Five-Point intersection to the north. The site is in close proximity to an RMX district (abutting to the west and south) and RM-0.7 district; both were established in 2013 (St. Ambrose Apartments – multi-family residential development, approximately 200' north of the subject site) and 2018 (Merrimac Square – single-family residential development, approximately 150' south of the subject site).

Existing Zoning District: Commercial Neighborhood – Pedestrian (CN-P)

The purpose of the CN-P district is to identify, create, maintain, and enhance mixed-use neighborhood commercial centers that reflect smaller-scale, pedestrian-oriented development with continuous street frontage and a mix of commercial and residential uses. Typical uses include retail, services, housing, office, open space, eating and drinking establishments and smaller-scale public and recreation and entertainment uses. Future development must be of a pedestrian-oriented commercial or mixed-use nature, serving the immediate neighborhood.

The existing CN-P zoning district allows for residential uses, including single-family, attached single-family, two-family, and multi-family residential uses. However, there are several commercial uses that are permitted by right under this district that are not compatible with the recommendations of the *Evanston Five-Point Urban Renewal Plan*. While the current property owners may not have the intent to redevelop this area for commercial use, if the property is transferred to new ownership, it may be developed commercially under the allowable use and development standards of the CN-P as established by Section 1409-07 (Land Use Regulations) and Section 1409-09 (Development Regulations) of the Cincinnati Zoning Code. Therefore, to ensure the property conforms with the goals identified by the community, a zone change to a residential zoning district is appropriate.

Zoning Districts Studied: Residential Mixed (RMX)

The purpose of the RMX district is to create, maintain, and enhance areas of the city that have a mix of lot sizes and housing types at moderate intensities (one to three dwelling units). Existing multi-family buildings of four or more units are acknowledged but new construction is not permitted.

Schedule 1405-07 Development Regulations – Residential Multi-family Districts | RMX

	Lot Area (sq. ft.)	Lot Area/Unit (sq. ft.)	Lot Width	Front Yard	Side Yar Min./Total	Rear Yard	Maximum Height
Single-family	2,500	-	25	20	0/5	20	35
Rowhouse, Exterior	2,500	-	-	20	0/5	20	35
Rowhouse, Interior	2,000	-	-	20	0/0	20	35
Two-family	5,000	2,500	25	20	3/6	20	35
Three-family	7,500	2,500	25	20	3/6	20	35
Other			25	20	3/6	20	35

The RMX zoning district does not allow for the construction of multi-family residential, which is permitted under the existing CN-P zoning district. The RMX district is intended for use of properties as single-, two- or three-family residential uses only. As outlined in Schedule 1405-07 (above), the development regulations for the RMX district require a minimum lot size of 2,500 square feet per unit (with the exception of an interior rowhouse) and has a minimum front yard setback of 20'. Properties opposite Woodburn Avenue from the subject area have smaller setback requirements as they are within the CN-P district. The only commercial use that is permitted under the RMX district are "Bed and Breakfast Inns" through a conditional use permit (which requires review and approval by the Zoning Hearing Examiner). While RMX districts exist to the west and the south of the subject area, this block of Woodburn Avenue is between a commercial intersection of Woodburn Avenue and Fairfax Avenue (CN-P zoning) and the Five-Point intersection. The east side of this block of Woodburn is also zoned CN-P, so any proposed redevelopment of the site would be low to moderate intensity residential uses that face commercial uses and an arterial street.

Zoning Districts Studied: Residential Multi-family (RM-0.7)

The RM-0.7 subdistrict is the most intense residential district and it will normally consist of tall multi-family or condominium structures. The character is intended to be urban and should be used where high intensity residential is needed to provide a residential base for important commercial areas. The minimum land area for every dwelling unit is 700 square feet per unit.

Schedule 1405-07 Development Regulations – Residential Multi-family Districts | RM-0.7

	Lot Area (sq. ft.)	Lot Area/Unit (sq. ft.)	Lot Width	Front Yard	Side Yar Min./Total	Rear Yard	Maximum Height
Single-family	2,000	-	25	5	0/5	20	35
Rowhouse, Exterior	2,000	-	-	5	0/5	20	35
Rowhouse, Interior	1,500	-	-	5	0/0	20	35
Two-family	2,000	700	25	5	0/5	20	35
Multi-family	-	700	-	5	0/5*	25**	-
Other				5	0/5*	25**	-

*Additional 1-foot of minimum side yard and 2-foot sum of side yard setback for each five feet of building height above 35 feet.
**Additional 1-foot of setback for each five feet of building height above 35 feet.

The RM-0.7 zoning district allows the subject area to continue to have the ability to be redeveloped as multi-family residential. One concern of the community is the current or potential ability for the site to be developed commercially. Under the RM-0.7 zoning district, commercial uses including convenience markets, food markets, offices, and personal services are only permitted on ground floors occupying less than 2,500 square feet, and any additional space would require conditional use approval. Based on this, the site would not be able to be exclusively developed as a commercial use. The ability for a residential use to include a food market, office, or personal service on the ground floor would be compatible with the "Commercial to Residential Buffer" identified in the *Evanston Five-Point Urban Renewal Plan* that this site is within.

This block of Woodburn Avenue is unique in that it abuts RMX to the west and the south, abuts CN-P to the north and the east, and serves as a transitional buffer from residential to commercial. Because the site is within a block that contains commercial uses and the CN-P zoning district, the district considered for this site should be compatible with the CN-P district that the site faces opposite of Woodburn Avenue. The RM-0.7 district would allow for this site to both serve as a transition from residential to commercial (south to north), but also commercial to residential (east to west). While the RM-0.7 district does not have a maximum height restriction for multi-family residential uses, any multi-family development on the site would be limited in the number of units based on the specific development site area. Based on the size of the site, and ensuring minimum required parking and building setbacks, the structure would be limited in the overall height that could be achieved.

When considering the appropriate residential zoning for this site, the Woodburn Avenue corridor and the use/development regulations of established residential zoning districts should all be considered. Based on the Department of City Planning and Engagement's analysis, the RM-0.7 achieves the buffering transitions that the Evanston neighborhood has identified in the *Evanston Five-Point Urban Renewal Plan*, it preserves the site for residential use rather than exclusive commercial use, it maintains the site's ability to be redeveloped as multi-family residential, which is currently permitted under the CN-P zoning, and allows for "Cultural Institution" and "Community Service Facility" use types which were identified for the adaptive reuse of the Calvary United Methodist Church structure (which has since been demolished) in the *Evanston Work Plan* (2019).

After the February 5, 2021, City Planning Commission, and having had additional time to engage with the neighborhood and study the area, staff of the Department of City Planning and Engagement has still determined that the RM-0.7 zoning district is the most appropriate for the study area for the reasons outlined above.

Expanded Zoning Study Area (3231 and 3235-43 Woodburn Avenue, 3248 Gilbert Avenue)
Based on the City Planning Commission's February 5, 2021 motion, the Department of City Planning and Engagement studied the zoning of the properties located at 3231 Woodburn Avenue, 3235-43 Woodburn Avenue, and 3248 Gilbert Avenue. Additionally, a Virtual Public Staff Conference was held on May 18, 2021, to gather neighborhood input regarding these properties. Below is staff's analysis of each property:

3231 Woodburn Avenue
The existing zoning of 3231 Woodburn Avenue is CN-P. The property is owned by the Port and is currently vacant. At this time, the Port does not have any immediate plans for the property. The *Evanston Work Plan* identifies this property as a "Short-term Opportunity Area" recommended for "business district parking lot development opportunity; potential future infill commercial development complimenting adjacent commercial storefronts" and a "Mixed-Use Infill Opportunity" as part of the Five-Points analysis, opportunities, and recommendations (page 89 – 93). Additionally, the Plan does not identify this site for a recommended zone change (page 110). The existing CN-P district allows for infill commercial development that has a pedestrian orientation consistent with the adjacent commercial storefronts to the north. Therefore, staff does not recommend any change in zoning for this property as the existing zoning is consistent with the recommendations of the *Evanston Work Plan*.

3235-3 *Woodburn Avenue*
The existing zoning of 3235-3 Woodburn Avenue is CN-P. The property is owned by Awlade, LLC and is an existing single-story commercial structure with several storefronts, occupied by Sam's Corner Market. The site currently conforms to current zoning, and the land use and zoning recommendations of the

Evanston Five-Point Urban Renewal Plan and the *Evanston Work Plan*. Because of this, staff does not recommend any change in zoning for this property.

3248 Gilbert Avenue
The existing zoning of 3248 Gilbert Avenue is RMX. The property is owned by Hamilton County Land Reutilization Corporation and is an existing three-story multi-family residential building. The *Evanston Work Plan* recommends to "renovate [the] existing 3-story residential." The Port indicated that this was the intent for the structure during the Virtual Public Staff Conference held on May 18th. The existing RMX district allows for the renovation of this property as recommended by the *Evanston Work Plan* and as indicated by The Port. Therefore, staff does not recommend any change in zoning for this property.

COORDINATED SITE REVIEW:
Because there is no proposed development in conjunction with the requested zoning study, a Coordinated Site Review meeting was not necessary at this time. However, any proposed project within the subject area will require a Coordinated Site Review process.

PUBLIC COMMENT:
The Department of City Planning and Engagement held a Public Staff Conference on the original requested zoning study area on February 24, 2020. Notices were sent to all property owners within a 400-foot radius of the subject area and the Evanston Community Council. There were 10 community members in attendance. During the staff conference, community representatives provided a background on the subject properties within the zoning study area and expressed their interest in the subject area to be used as residential as it was not contemplated for commercial use. They expressed their desire to preserve the use as residential by having the site rezoned.

There was discussion on the ongoing efforts to improve this area including rehabilitation of structures, recent development in the vicinity, and the installation of streetscape improvements along Woodburn Avenue. It was discussed that the site of the Calvary United Methodist Church has not been properly maintained over the years, and there is concern that under the existing CN-P district, the property owner will sell to a developer and the site will be developed as commercial use that is not desired by the community. Legal representation for the owner of 3201 and 3215 Woodburn Avenue (Calvary United Methodist Church site) expressed their client's opposition to a proposed zone change of the property from CN-P to a residential district as this would limit the opportunities for the site to be redeveloped. It was indicated that the objection was to the rezoning of 3201 and 3215 Woodburn Avenue, and there was no opposition to 3223 and 3229 Woodburn Avenue proceeding with a zone change to a residential zoning district.

Discussion also took place regarding the background of the *Evanston Five-Point Urban Renewal Plan* and the work that went into the *Evanston Work Plan*. A community representative outlined the land use recommendation for the Calvary Methodist Church site as a community use. The representative for the owner of the Calvary Methodist Church site indicated the reception of the site to be developed as multi-family residential. There was discussion of the possibility of the site to be zoned Planned Development, however it was indicated that this would require a Development Program Statement and Concept Plan, which the owners did not have, as there was no clear idea as to the future development of the site. Community members indicated that a Planned Development would be ideal, however without a plan, this would allow the site to remain under the current CN-P until a plan was developed, which did not address the immediate concern of commercial development. Department of City Planning and Engagement staff concluded the meeting by requesting all property owners within the subject area meet to discuss potential

solutions and a zoning district that would meet the needs of all parties. Staff indicated that until this meeting took place, the item would not be scheduled for a City Planning Commission agenda.

At the Public Staff Conference, community members provided staff with several letters expressing support for the subject area to be rezoned to RMX (Exhibit C). Due to the COVID-19 pandemic, there was very limited engagement and movement on this item over the summer months of 2020. On October 28, 2020, City staff had a virtual meeting with the property owners and legal representation regarding the status of the zoning study, the community's interest in the RMX district, and the Calvary United Methodist Church property owner's interest in the site retaining its development flexibility. During this meeting, the owner of the Calvary United Methodist Church property expressed the interest of the site being developed as multi-family development, or some type of residential use that is appropriate. The community members agreed with the use of the property, however there was still discussion around which district was most appropriate. Community members reiterated their interest in the RMX district, and the Calvary United Methodist Church property owner expressed interest in the RM-0.7 zoning district instead. City staff concluded the meeting by requesting that both parties discuss these options and whether there were any other multi-family residential districts that would be amenable to both and indicated that there would be a follow-up discussion.

On November 9, 2020, City staff received an email from the legal representation for the property owner of the Calvary United Methodist Church site outlining commitment to the RM-0.7 zoning district, which would "satisfy the neighborhood desire of a residential zoning, and also help enable greater possibility for residential development" (Exhibit C). Additionally, on November 12, 2020, City staff received an email from the Evanston Community Council representative (Exhibit C) that indicated that a vote was taken during the November 10, 2020 Evanston Business Association monthly meeting for the following:

- "To reaffirm our desire for rezoning all three properties to RMX"
- "We also approved that we would consider a higher density zoning for a very specific proposal by a reputable developer just as the ECC has done for DeSales Flats and Merrimac Square developments. Any such approval would be done through presentation of the request to the ECC board and full Council."

On November 12, 2020, a follow-up meeting with City staff, the property owners, and community members took place. During this meeting both parties indicated their stances had not changed on the requested districts. Staff indicated that these districts would both be studied and established the February 5, 2021 City Planning Commission meeting as the date this zoning study would be considered.

After the February 5, 2021, City Planning Commission meeting, the Department of City Planning and Engagement held a Virtual Public Staff Conference on May 18, 2021. All property owners within 400' of the zoning study area, both the original and expanded, were notified by mail, and all those that had been in attendance during the February 24, 2020 Public Staff Conference and the February 5, 2021 City Planning Commission meeting also received notice. During this meeting, consistent sentiments were shared by those in attendance regarding the original zoning study area and the desire by some for the area to be considered for RMX zoning and others for RM-0.7.

Proponents for the RMX zoning noted the adjacent RMX zoning districts to the west and south of the zoning study area, and the desire for this area to be developed as residential consistent with the two homes that exist within the study area (3219 and 3223 Woodburn Avenue). It was added by some in support of RMX zoning for the original study area that there was concern that the recommended RM-0.7 zoning for this area would add additional residents without services in the area to support the increase in residents. Proponents of the RM-0.7 district indicated that the properties would retain the ability to be developed as multi-family

residential, as currently permitted under the existing CN-P district, and would allow for homes similar to those at 3219 and 3223 Woodburn Avenue. Additional comments were made that the RM-0.7 district is more likely to allow for a cohesive development.

It was noted that the site of the former Calvary United Methodist (original zoning study area) was identified as a future community-related use (theater or artist group use) during the *Evanston Work Plan* process, though this was prior to the structure's demolition, and that south of this site would be suited for a more residential environment. Some felt that the RMX district would still satisfy these recommended uses and emphasize the residential uses desired. Additionally, it was shared that no new commercial uses were anticipated or desired south of the Five-Points intersection. It was agreed upon that additional market-rate or mixed-income units would be helpful to support commercial uses in the area.

During discussion regarding the expanded zoning study area, those in attendance indicated that the property at 3235-43 Woodburn Avenue and 3248 Gilbert Avenue were appropriately zoned for the existing and recommended uses of the *Evanston Five-Point Urban Renewal Plan* and the *Evanston Work Plan*. One attendee indicated that during the *Evanston Work Plan* process, this expanded study area was identified as an important corner for revitalization of the business district. Additionally, it was shared that the owner of 3235-43 Woodburn Avenue has invested a great deal into the building, planning for future commercial tenants in the currently vacant storefronts. The Port identified its plans to renovate the existing structure at 3248 Gilbert Avenue, and the existing RMX for this property is compatible with the proposed multi-family renovation planned. Community members in attendance were supportive of this proposal. The Port also indicated that there were no immediate plans for the property it owns at 3231 Woodburn Avenue. They indicated the possibility of a small mid-rise structure, similar to the property at 3248 Gilbert Avenue, and likely anticipated residential use with a potential for ground floor commercial. The Port added that they were interested in understanding what the neighborhood wanted to see prior to soliciting a developer. Those in attendance indicated that some form of infill residential would make the most sense for this site, whether with, or without a commercial component on the ground floor. There were questions from those in attendance regarding the parking lot to the west of the study area, which is also owned by the Port, and the desire for this property to be zoned RMX. It was pointed out by City staff that this property was outside of the zoning study area and currently zoned RMX.

Staff of the Department of City Planning and Engagement received a letter from the Evanston Community Council dated June 29, 2021, stating the following positions:

- 3231 Woodburn Avenue may remain as CN-P or be changed to RMX
- 3235-3245 Woodburn Avenue should remain as CN-P
- 3248 Gilbert Avenue should remain as RMX
- Continued support that 3201, 3215, 3223, and 3229 Woodburn Avenue be rezoned from CN-P to RMX to encourage proper development on the site. Additionally, variances to the RMX district may be considered by the Evanston Community Council for specific development proposals.

CONSISTENCY WITH PLANS:

Plan Cincinnati (2012)

The recommended zone change is consistent with the Live Initiative Area of *Plan Cincinnati* (2012), within the Goal to "Create a more livable community" (page 156), and the Strategy to "Become more walkable" (page 157), and the Action Step to "Integrate more housing into our neighborhood business districts to strengthen them and increase pedestrian activity" (page 158). The recommended RM-0.7 zoning district will allow for increased residential use types for the subject area and allow for it to serve as a buffer between

the Five-Points intersection, the CN-P zoning opposite of Woodburn Avenue from the site, and the residential uses to the west and south of the site.

The subject site is also an identified Neighborhood Center in the Guiding Geographic Principle #1 of *Plan Cincinnati* to "Focus revitalization on existing centers of activity" (page 94). The Neighborhood Centers are identified to strategically guide the location of future investment and growth, including the degree of change in order to create a walkable neighborhood center. The neighborhood character of the subject area is identified as "Traditional Neighborhood," which is primarily composed of single-family homes on lots that may vary in size…there may also be small foot-print, medium-density housing types – such as duplexes, fourplexes, rowhouses, and small apartment buildings that are either typically along a major corridor or in areas transitioning from the single-family homes into a neighborhood main street" (page 88). The recommended RM-0.7 district will allow for the redevelopment of the subject site with a residential use that meets those identified in "Traditional Neighborhoods" along the Woodburn Avenue corridor that will add additional residents to the Five-Points intersection and the "Evanston Neighborhood Business District 'A'."

Additionally, this Neighborhood Center is identified as a "Transform" degree of change to create a walkable neighborhood center (page 90). The primary objective for the "Transform" neighborhood centers is to target major opportunities for large-scale changes, such as infill, redevelopment, and public improvements. The RM-0.7 zoning district will provide the appropriate zoning district to allow opportunities for residential infill, while alleviating the neighborhood's concern of the site being developed as a standalone commercial building.

Evanston Five-Point Urban Renewal Plan (2003)
The recommended zone change is consistent with the *Evanston Five-Point Urban Renewal* Plan's "Urban Renewal Land Use Concept" map (page 16), which identifies the subject area as a "Residential District" within the "Commercial to Residential Buffer Area." The subject area is currently zoned CN-P, so the RM-0.7 would align with the identified "Residential District," and the uses permitted under the RM-0.7 district promote a transition from the residential area to the south of the site to the commercial district to the north.

Evanston Work Plan (2019)
While a specific zone change for the site is not identified as a recommendation of the *Evanston Work Plan*, the subject area is identified within the "Five Points: Opportunities" map (page 90) and the "Five Points: Recommendation" map (page 91). The plan identifies this site as a "Long-term Opportunity Area" for the preservation of the Calvary United Methodist Church structure and its renovation as a community use. While the Calvary United Methodist Church has since been demolished since the approval of the *Evanston Work Plan*, the recommended RM-0.7 zoning district would allow for community uses on the site, such as "Cultural Institution" and "Community Service Facility" use types.

CONCLUSIONS:
The staff of the Department of City Planning and Engagement recommends a change in zoning of the subject site from Commercial Neighborhood – Pedestrian (CN-P) to Residential Multi-family (RM-0.7) for the following reasons:

1. While the RMX zoning district is adjacent to the west of the subject site, its location on an arterial road approximately 200' south of the Five-Point intersection and its adjacency to a CN-P zoning district to the east (opposite of Woodburn Avenue) is more compatible with the RM-0.7 district.

2. The RM-0.7 zoning district would allow for the redevelopment of the currently vacant parcels as a residential use that would serve as a transition from the residential districts to the south of the site, to the commercial district and nature of the Five-Point intersection, as well as the commercial zoning on the east side of Woodburn Avenue from the site to the residential environment west of the site.

3. The RM-0.7 zoning district allows for the ability of the site to be developed as multi-family residential, which is currently permitted under the existing CN-P zoning district.

4. The RM-0.7 zoning district allows for Cultural Institutions and Community Service Facilities which are identified as a future land use proposal for the site in the *Evanston Work Plan* (2019).

5. There have been two recent developments in the immediate vicinity that were achieved through the RM-0.7 zoning district (St. Ambrose Apartments and Merrimac Square).

6. Any development proposal for the site would require review through the city's Coordinated Site Review process. During this process, the Department of City Planning and Engagement always urges the applicant to engage with the community regarding the proposal to ensure community awareness and input.

7. The recommended zone change is consistent with goals the *Evanston Five-Point Urban Renewal Plan* (2003) and *Plan Cincinnati* (2012).

8. The zoning that is currently in place for the expanded study area that includes 3231 Woodburn Avenue, 3235-3 Woodburn Avenue, and 3248 Gilbert Avenue are appropriately zoned based on the recommendations of the *Evanston Five-Point Urban Renewal Plan* and the *Evanston Work Plan.*

RECOMMENDATION:

The staff of the Department of City Planning and Engagement recommends that the City Planning Commission take the following action:

APPROVE a proposed zone change from Commercial Neighborhood – Pedestrian (CN-P) to Residential Multi-family (RM-0.7) at 3201, 3215, 3223, and 3229 Woodburn Avenue in Evanston.

Respectfully submitted:

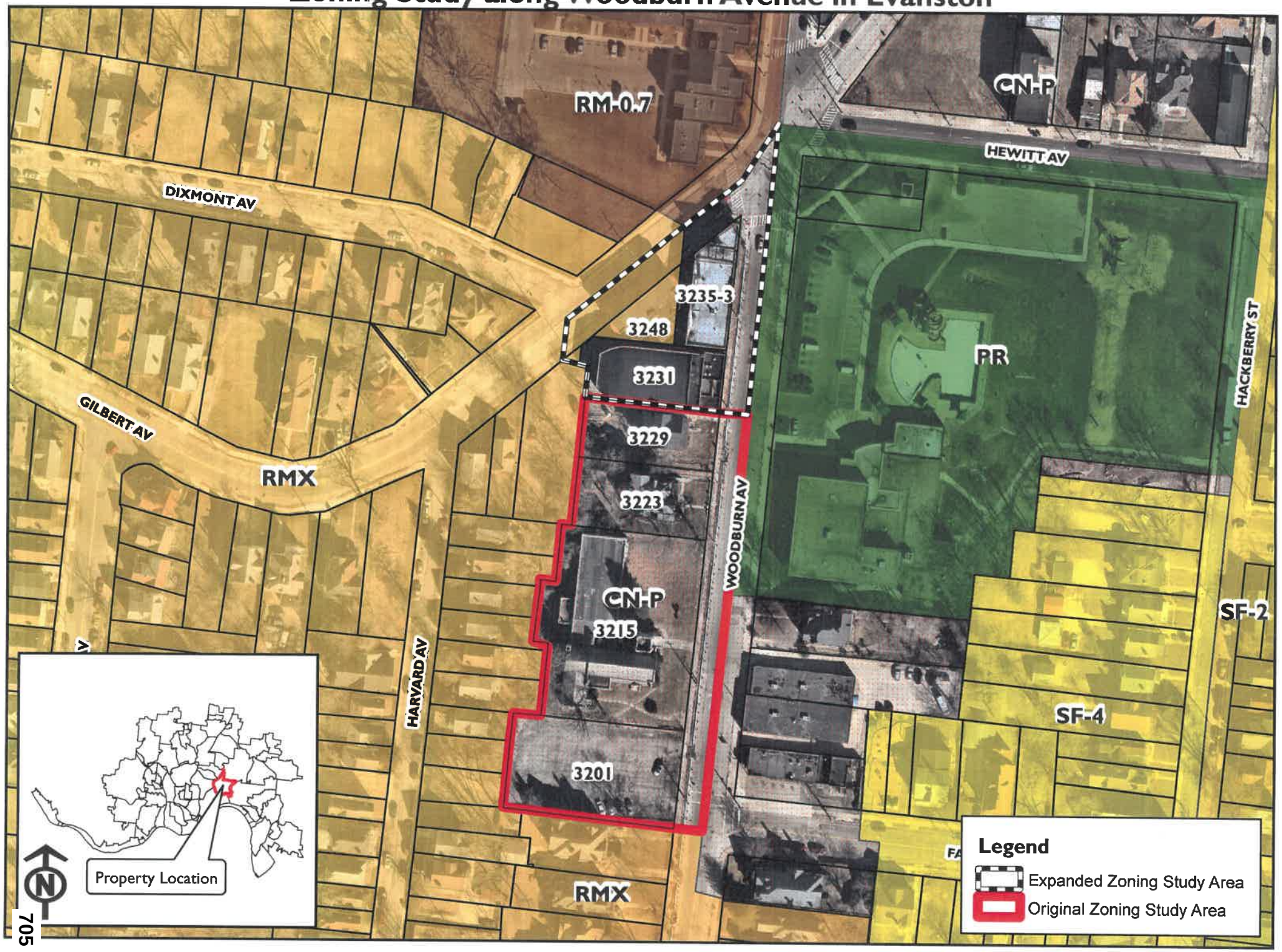
Andy Juengling, AICP, Senior City Planner
Department of City Planning and Engagement

Approved:

Katherine Keough-Jurs

Katherine Keough-Jurs, AICP, Director
Department of City Planning and Engagement

Zoning Study along Woodburn Avenue in Evanston



Zoning Study along Woodburn Avenue in Evanston

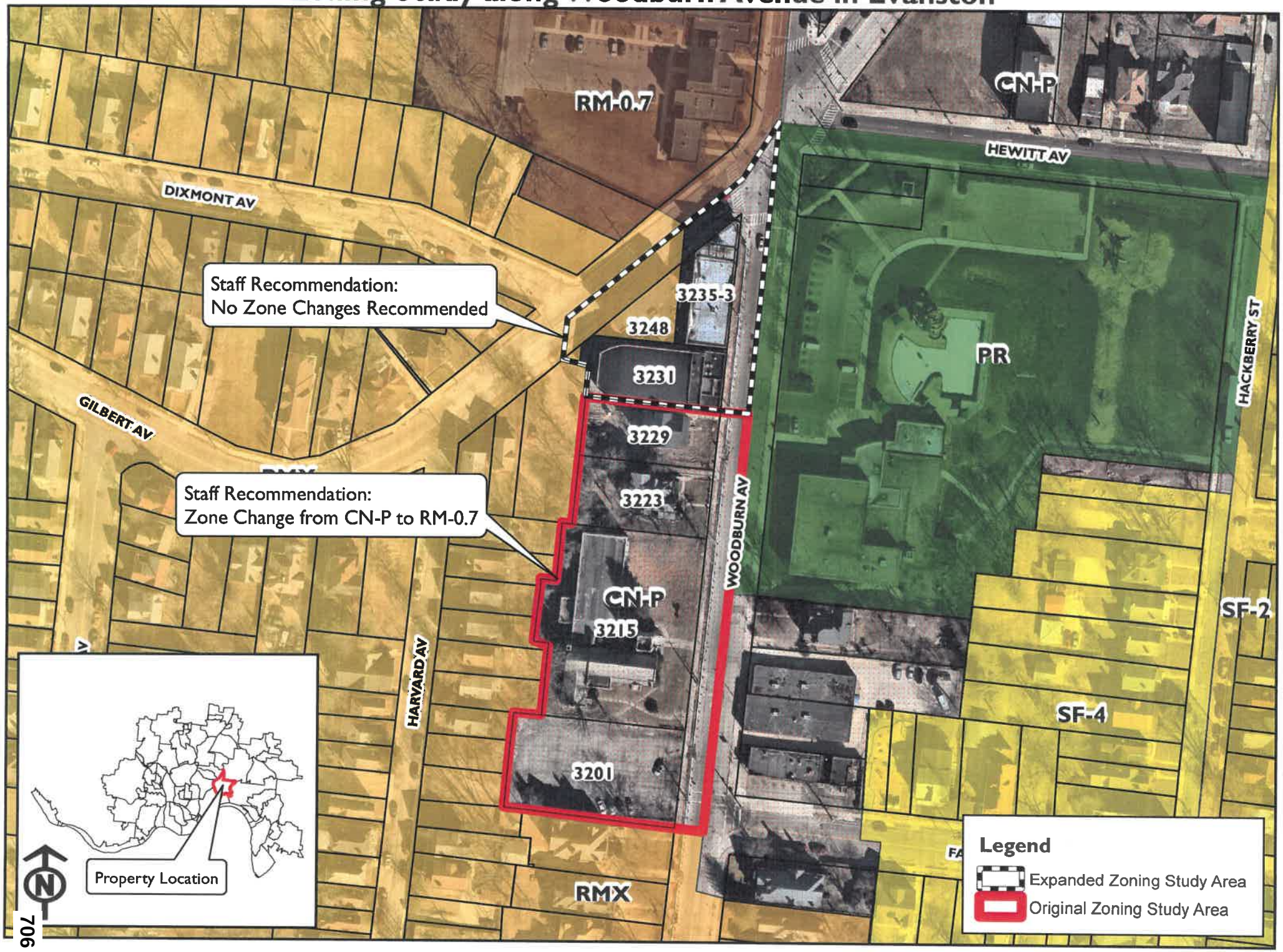


Exhibit B

Evanston Community Council

3204 Woodburn Avenue • Cincinnati, Ohio 45207, https://evanstoncinci.org/

*Evanston Community Council meetings are held the third Thursday of every month at 6:30 pm at the Evanston Recreation Center 3204 Woodburn Avenue

January 17, 2020

Patrick Duhaney, City Manager
City of Cincinnati
801 Plum Street
Cincinnati, OH 45202

Dear City Manager:

The Evanston Community Council is implementing our 2019-2029 Plan https://www.cincinnati-oh.gov/planning/assets/File/Evanston%20Work%20Plan%20%5B2019%5D.pdf

This letter is to request that you instruct the Planning Department to study the rezoning of the property on the West side of Woodburn Avenue from 3201 Woodburn to 3229 Woodburn to residential to conform with the specific recommendation in the Evanston-Five Point Urban Renewal Plan. This will allow the parcels to conform to their current use and the adjacent residential zoning.

This resolution was passed at the Evanston Community Council Meeting on January 16, 2020.

If you have any questions, please call me at 513-520-5203.

Thank you in advance for your consideration.

Sincerely,

Gregory Stewart

Gregory Stewart, President
Evanston community Council

Cc: Katherine Keough-Jurs
Markiea Carter
Greg Koehler

"Dedicated to the well-being of all residents and to the development of the community through education, business and spirituality."

City of Cincinnati

801 Plum Street, Suite 349
Cincinnati, Ohio 45202

Phone (513) 352-4610
Email david.mann@cincinnati-oh.gov
Web www.cincinnati-oh.gov

David S. Mann
Councilmember

January 28th, 2020

Patrick Duhaney
City Manager
City of Cincinnati

Dear City Manager Duhaney,

I am writing to request that the Planning Department study the rezoning of the property on the West side of Woodburn Avenue from 3201 Woodburn to 3229 Woodburn to residential to conform with the specific recommendation in the Evanston-Five Point Urban Renewal Plan. This will allow the parcels to conform to their current use and the adjacent residential zoning.

This request has the approval of the Evanston Community Council. For questions, please contact the President of the ECC, Gregory Stewart, at 513-520-5203.

Sincerely,

David Mann

Evanston Community Council

3204 Woodburn Avenue • Cincinnati, Ohio 45207 • (513) 281-2775 voice • (513) 281-0071 fax
http://www.evanstoncinci.org

Serving "The Educating Community"

June 29, 2021

Attn: Andy Juengling, Senior Planner

This communication is to state the position of the Evanston Community Council on the rezoning on Woodburn Avenue.

First, our position on the new study area. The building at 3248 Gilbert should remain as RMX.

Second, the storefronts at 3235-3245 Woodburn should remain as C-NP.

Finally, the lot at 3231 Woodburn may remain as C-NP or be changed to RMX.

On the original request of the Evanston Community Council, we continue to desire to change the zoning at 3201, 3215, 3223, and 3229 Woodburn Ave. to RMX. The RMX zoning agrees with the recommendations of the Urban Renewal Plan and recent Community Plan. We need the RMX zoning now to encourage the proper development of the site. In addition, we wish to put on record that variances to this zoning may be considered for a very-specific proposal by a reputable developer. The Evanston Community Council has done this recently for two developments on Woodburn Avenue at DeSales Flats and at Merrimac Square.

Any such approvals would be done through presentation of those specific requests to the Evanston Community Council Board and Full Council. Thank you for your consideration of our request.

Sincerely,

James Stallworth

James Stallworth, President

Evanston Community Council Meetings are held the third Thursday of every month at 6:30 pm at the Evanston Recreation Center 3204 Woodburn Avenue

Exhibit C

Juengling, Andy

From: Micah Kamrass <mkamrass@manleyburke.com>
Sent: Monday, November 9, 2020 2:40 PM
To: Juengling, Andy; J.R. Gentle; epfetzing@fuse.net; Rick Email
Subject: [External Email] Re: Woodburn Avenue Zone Change: Follow-Up Discussion

External Email Communication

All,

Following our most recent discussion, Rick and I committed that we would be back in touch before the next meeting regarding the compromise proposal that was discussed of a mutual agreement on the property owned by Rick to become zoned RM0.7. This would satisfy the neighborhood desire of a residential zoning, and also help enable greater possibility for residential development.

I have discussed this further with Rick since our last meeting, and Rick is agreeable to this if the neighborhood leaders are as well. This seems like it is in everyone's best interest.

I am happy to discuss this further with anyone in advance of the call if necessary, or otherwise, we can pick this up together in the call on Thursday. We are hopeful that this can be a reasonable resolution that satisfies the goals of all parties.

Thanks,
Micah

Micah E. Kamrass
Attorney at Law
Manley Burke, LPA
513-295-2613

From: Andy.Juengling@cincinnati-oh.gov
When: 11:00 AM - 11:30 AM November 12, 2020
Subject: Woodburn Avenue Zone Change: Follow-Up Discussion
Location: https://cincinnati-oh.zoom.us/j/92295547674?pwd=dis2eU5MTEZnNjUyaU9vb1FITkRzZz09

Andy.Juengling@cincinnati-oh.gov is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting
https://cincinnati-oh.zoom.us/j/92295547674?pwd=dis2eU5MTEZnNjUyaU9vb1FITkRzZz09

Meeting ID: 922 9554 7674
Passcode: 389108
One tap mobile
+13017158592,,92295547674# US (Germantown)
+13126266799,,92295547674# US (Chicago)

Dial by your location
+1 301 715 8592 US (Germantown)

Juengling, Andy

From: epfetzing@fuse.net
Sent: Thursday, November 12, 2020 11:24 AM
To: Juengling, Andy; Juengling, Andy
Cc: drew@builderness.com; 'J.R. Gentle'; Shireye; greg stewart
Subject: [External Email] Vote of the Evanston Business Association on November 10, 2020

External Email Communication

At your request here is the vote of the Evanston Business Association at their monthly meeting on November 10, 2020:

Vote 1. To reaffirm our desire for rezoning all three properties to RMX.

Vote 2. We also approved that we would consider a higher density zoning for a very specific proposal by a reputable developer just as the ECC has done for DeSales Flats and Merrimac Square developments. Any such approval would be done through presentation of the request to the ECC board and full Counsil.

January 26, 2021

Cincinnati Planning Commission

c/o Andy Juengling:

This letter is in support of the Evanston Community Council's request to rezone 3201 to 3229 Woodburn from CN-P to RMX. I have lived at 3119 Woodburn Ave for 45 years and my wife and I own 9 buildings on this block all zoned RMX.

This zoning recommendation was originally recommended in the Urban Renewal Plan for the area. The rezoning of these properties was not done with the other rezoning at the time because Talbert House owned the property at 3123 Woodburn adjacent to the site and they objected that it would make them a non-conforming use. My wife now owns 3123 Woodburn and it is occupied by our son and daughter-in-law and our granddaughters 8 and 12 years old. My wife's request to rezone 3123 Woodburn to RMX immediately after she purchased the property was granted by the city.

For the City, the residential usage of the property is the highest and best use as has been demonstrated by the construction of both DeSales Flats and Merrimac Square projects on Woodburn are both very successful financially. Meanwhile commercial uses struggle with high vacancies. The income taxes paid to the city by the residents of these projects is significant.

The rezoning of these parcels has been the desire of the Evanston Community Council for 19 years as expressed in the Five Points Urban Renewal Plan, the most recent 2019-2029 Evanston Plan, and a vote of the full Council on January 16, 2020.

Ten of the surrounding property owners also have submitted individually signed petitions specifically requesting the RMX zoning.

In conclusion the rezoning is what is best for my family, this block, the Evanston Neighborhood and the City of Cincinnati.

Thank you for your consideration.

Sincerely,

Edwin A. Pfetzing

Andy Juengling, AICP, Senior City Planner

Department of City Planning

Two Centennial Plaza

805 Central Avenue, Suite 720

Cincinnati, Ohio 45202

Dear Mr. Juengling:

I am the owner of the property at 3101, 3105, 3123 Woodburn Avenue. I support the proposed zone change of 3201 to 3229 Woodburn on the West side of Woodburn from CN-P to RMX. This change will support the Evanston Community Council's effort to preserve the current residential nature of these properties as recommended in the Evanston-Five Point Urban Renewal Plan and the Evanston Work Plan.

Sincerely,

Date 2/19/20

CAROL A. PFETZING

OWNER WOODBURN PROPERTIES III

Andy Juengling, AICP, Senior City Planner

Department of City Planning

Two Centennial Plaza

805 Central Avenue, Suite 720

Cincinnati, Ohio 45202

Dear Mr. Juengling:

I am the owner of the property at 3109, 3111-15, 3117 Woodburn Avenue. I support the proposed zone change of 3201 to 3229 Woodburn on the West side of Woodburn from CN-P to RMX. This change will support the Evanston Community Council's effort to preserve the current residential nature of these properties as recommended in the Evanston-Five Point Urban Renewal Plan and the Evanston Work Plan.

Sincerely,

Edwin A Pfetzing

EDWIN A. PFETZING

Owner Woodburn Properties II

Date 2/19/20

Andy Juengling, AICP, Senior City Planner

Department of City Planning

Two Centennial Plaza

805 Central Avenue, Suite 720

Cincinnati, Ohio 45202

Dear Mr. Juengling:

I am the owner of the property at 3119 Woodburn Avenue. I support the proposed zone change of 3201 to 3229 Woodburn on the West side of Woodburn from CN-P to RMX. This change will support the Evanston Community Council's effort to preserve the current residential nature of these properties as recommended in the Evanston-Five Point Urban Renewal Plan and the Evanston Work Plan.

Sincerely,

CAROL A. PFETZING (OWNER)

Date 2/19/20

Andy Juengling, AICP, Senior City Planner

Department of City Planning

Two Centennial Plaza

805 Central Avenue, Suite 720

Cincinnati, Ohio 45202

Dear Mr. Juengling:

I am the owner of the property at 3235-3245 Woodburn Avenue. I support the proposed zone change of 3201 to 3229 Woodburn on the West side of Woodburn from CN-P to RMX. This change will support the Evanston Community Council's effort to preserve the current residential nature of these properties as recommended in the Evanston-Five Point Urban Renewal Plan and the Evanston Work Plan.

Sincerely,

Mohammad Kawsar

Owner

Date 2-19-20

Andy Juengling, AICP, Senior City Planner

Department of City Planning

Two Centennial Plaza

805 Central Avenue, Suite 720

Cincinnati, Ohio 45202

Dear Mr. Juengling:

I am the owner of the property at 3214 Woodburn Avenue. I support the proposed zone change of 3201 to 3229 Woodburn on the West side of Woodburn from CN-P to RMX. This change will support the Evanston Community Council's effort to preserve the current residential nature of these properties as recommended in the Evanston-Five Point Urban Renewal Plan and the Evanston Work Plan.

Sincerely,

Zachary Collier

Date 2/20/20

Andy Juengling, AICP, Senior City Planner

Department of City Planning

Two Centennial Plaza

805 Central Avenue, Suite 720

Cincinnati, Ohio 45202

Dear Mr. Juengling:

I am the owner of the property at 3201-3212 Woodburn Avenue. I support the proposed zone change of 3201 to 3229 Woodburn on the West side of Woodburn from CN-P to RMX. This change will support the Evanston Community Council's effort to preserve the current residential nature of these properties as recommended in the Evanston-Five Point Urban Renewal Plan and the Evanston Work Plan.

Sincerely,

Terri L. England

Date 2/24/20

Andy Juengling, AICP, Senior City Planner

Department of City Planning

Two Centennial Plaza

805 Central Avenue, Suite 720

Cincinnati, Ohio 45202

Dear Mr. Juengling:

I am the owner of the property at 3200 Woodburn Avenue. I support the proposed zone change of 3201 to 3229 Woodburn on the West side of Woodburn from CN-P to RMX. This change will support the Evanston Community Council's effort to preserve the current residential nature of these properties as recommended in the Evanston-Five Point Urban Renewal Plan and the Evanston Work Plan.

Sincerely,

Isaac Ervin

Owner Est.

Date 2/16/20

Andy Juengling, AICP, Senior City Planner

Department of City Planning

Two Centennial Plaza

805 Central Avenue, Suite 720

Cincinnati, Ohio 45202

Dear Mr. Juengling:

I am the owner of the property at 3140 Woodburn Avenue. I support the proposed zone change of 3201 to 3229 Woodburn on the West side of Woodburn from CN-P to RMX. This change will support the Evanston Community Council's effort to preserve the current residential nature of these properties as recommended in the Evanston-Five Point Urban Renewal Plan and the Evanston Work Plan.

Sincerely,

Maurice Maxwell

Date 12/21/2020

Andy Juengling, AICP, Senior City Planner

Department of City Planning

Two Centennial Plaza

805 Central Avenue, Suite 720

Cincinnati, Ohio 45202

Dear Mr. Juengling:

I am the owner of the property at 3130 Woodburn Avenue. I support the proposed zone change of 3201 to 3229 Woodburn on the West side of Woodburn from CN-P to RMX. This change will support the Evanston Community Council's effort to preserve the current residential nature of these properties as recommended in the Evanston-Five Point Urban Renewal Plan and the Evanston Work Plan.

Sincerely,

Charles F. Young, Jr. (Owner)

Date 2/22/20

Andy Juengling, AICP, Senior City Planner

Department of City Planning

Two Centennial Plaza

805 Central Avenue, Suite 720

Cincinnati, Ohio 45202

Dear Mr. Juengling:

I am the ~~tenant~~ OWNER of the property at 3223 Woodburn Avenue. I support the proposed zone change of 3201 to 3229 Woodburn on the West side of Woodburn from CN-P to RMX. This change will support the Evanston Community Council's effort to preserve the current residential nature of these properties as recommended in the Evanston-Five Point Urban Renewal Plan and the Evanston Work Plan.

Sincerely,

Date 4-4-20

Andy Juengling, AICP, Senior City Planner

Department of City Planning

Two Centennial Plaza

805 Central Avenue, Suite 720

Cincinnati, Ohio 45202

Dear Mr. Juengling:

I am the owner of the property at 3229 Woodburn Avenue. I support the proposed zone change of 3201 to 3229 Woodburn on the West side of Woodburn from CN-P to RMX. This change will support the Evanston Community Council's effort to preserve the current residential nature of these properties as recommended in the Evanston-Five Point Urban Renewal Plan and the Evanston Work Plan.

Sincerely,

Carrie E Rountry

Date 2/25/2020

- NAME 45 YEARS ON BLOCK
- OVER LAST 20 YRS FEWHA + RCC WOODBURN FROM CHAPEL TO THE POINT HAS BEEN REZONED TO RESIDENTIAL OR PD BEING RESIDENTIAL (2 TOWNE + MERRIMAC SQ (REFERRED ZONING FOR TYPEWRITER BUILDINGS)
- THIS IS LAST SEGMENT - NOT DONE AT TIME OF PLAN BECAUSE TALBOT HOUSE AT 3123 ODUCTED
- I PURCHASED 3123 + NOW SON + DAUGHTER IN-LAW + 2 GRANDDAUGHTERS LIVE THERE
- THESE PROPERTIES NEVER USED AS COMMERCIAL IN ≈ 80 YEARS. 1925 PLAN REFS C
- NEW STREETS CAPE NARROWING WOODBURN BY FOOT ON EACH SIDE WITH 11 FT SIDEWALKS AND TREES SUPPORTS RESIDENTIAL
- REQUESTED BY RCC + SUPPORTED BY NEIGHBORS

- $157,300 - 6½ yrs OFFER + 35%.
- NOT CUT GRASS ONCE / NOT ONCE TRASH CLEANUP / NEVER SNOW REMOVAL HOME ROOF / NEVER GUTTERS
- THEODORE BERRY CHURCH

Juengling, Andy

From: ihamrick@gmail.com
Sent: Monday, May 10, 2021 7:03 PM
To: Juengling, Andy
Subject: [External Email] Zoning along Woodburn

External Email Communication

I live in the new development at the corner of Woodburn and Merrimac and received the flyer about the zoning. Due to clinical commitments, I am a physician, I will not be able to attend the meeting. To have my voice heard, I am writing this e-mail.

I love to support the local businesses in walking distance to my new home and am concerned that the only grocery store in walking distance to my home is listed on the zoning plan. Furthermore, I would like to have more businesses in these locations marked on the flyer. As more homes are being developed, more inhabitants will frequent developing businesses in these locations with time. We desperately need a mailbox in this area, the nearest mailbox is >1 mile away, and our new mailboxes do not allow for leaving mail for pick-up, making a closer mailbox to drop of mail important.

Woodburn is a busy thoroughfare and not suitable for residential housing in the location that is marked. The large intersection with lots of stopping and starting cars is not healthy for residential housing due to air and noise pollution from this staring and stopping. As physician in geriatric medicine, I know that air pollution has been shown to increase heart attacks and strokes, and Cincinnati has disproportionally high rates of both. Young children the air pollution would contribute to asthma development and the traffic would put children at increased risk of car accidents if they were to run into the street between stopped cars.

The overall plan for Cincinnati is to become more ageing friendly, and walkability is one large aspect of this. Please keep the marked properties as commercial to facilitate access to future commercial developments in this central location.

Irene Hamrick, MD
1611 Merrimac St.
Professor, Chair of the Office of Geriatrics, University of Cincinnati
Martha Betty Semmons Endowed Chair in Geriatric Medicine
Chief of Geriatrics and Palliative Care, Cincinnati VA
Medical Director VA Community Living Center
Tel: 252-412-8696
e-mail: irene.hamrick@uc.edu

Treat people as if they were what they ought to be and
you will help them become what they are capable of becoming.
- Johann Wolfgang Von Goethe

1521 HABSBURG LLC
1521 MERRIMAC ST
CINCINNATI OH 45207

1541 MERRIMAC LLC
2904 MARKBREIT AVE
CINCINNATI OH 45209

25 MONTGOMERY DEVELOPMENT
3825 EDWARDS RD #103
CINCINNATI OH 45209

2B ZHONG LLC
P O BOX 389220
CINCINNATI OH 45238

3547 HARVEY AVE LLC
6632 EL RODEO RD

4 JAYSON LLC
P O BOX 389220
CINCINNATI OH 45238

ALEXANDER BERTRAM
PO BOX 36163
CINCINNATI OH 45236

ANDREWS CHRISTOPHER P
5533 MUDDY CREEK RD
CINCINNATI OH 45238

ANDREWS MELVINA
3439 GREENLAWN AVE
CINCINNATI OH 45207

AWLADEE LLC
462 PINNACLE WAY
COVINGTON KY 41016

BANKS VICTORIA B
3233 GILBERT AVE
CINCINNATI OH 45207-1452

BAREFIELD MARY LOUISE
3209 HACKBERRY ST
CINCINNATI OH 45207-1819

BARNARD SHALONDA J
3122 WOODBURN AVE
CINCINNATI OH 45207

BATTISTONI NELLO ROBERTO
1000 AVENTINE DR #317
ARDEN NC 28704

BAYLOR JASMINE
1605 RUTH AVE
CINCINNATI OH 45207

BLACKMOND JABARI M SR
3407 STATHEM AVE
CINCINNATI OH 45211

BONDS JEFFREY
2116 GARFIELD AVE
CINCINNATI OH 45224

BROOK LOREN P & MARY TOMPKINS
1620 MERRIMAC ST
CINCINNATI OH 45207

BROWN ESTATES LLC
9927 VOYAGER WAY
CINCINNATI OH 45252

BUCH IDIT & DAVID
8459 US 42 #271
FLORENCE KY 41042

BURNING BUSH APOSTOLIC CHURCH
OF GOD INC THE
PO BOX 14172
CINCINNATI OH 45214

CAMPBELL JACQUELINE M & JOHN C
3217 HACKBERRY ST
CINCINNATI OH 45207-1819

CEREN222 CO
6158 BECKETT STATION CT
WEST CHESTER OH 45069

CLARK HARRSION ALBERT III &
SARAH
1612 MERRIMAC ST
CINCINNATI OH 45207

COLLIER ZACH
3214 WOODBURN AVE
CINCINNATI OH 45207

COOPER BENNETT J
1617 E MCMILLAN ST #504
CINCINNATI OH 45206

COOPER RORY & LAUREN
3315 WOODBURN AVE
CINCINNATI OH 45207

DAHLSTROM MARY SUSAN
& ROBERT
1610 MERRIMAC ST
CINCINNATI OH 45207

D-HAS DEVELOPMENT LLC
288 COMPTON RD
CINCINNATI OH 45215

E & I BUSINESS ENTERPRISES LLC
2500 LANGDON FARM RD
CINCINNATI OH 45212

E JOHNSON PROPERTY LLC
P O BOX 12854
CINCINNATI OH 45212

E N MANAGEMENT LLC
2353 E GALBRAITH RD
CINCINNATI OH 45237

ENAKER REENA M
3116 WOODBURN AVE
CINCINNATI OH 45207

EQUITY TRUST COMPANY
CUSTODIAN FBO
TERRENCE WILSON
3223 GREYLING DR #231248
SAN DIEGO CA 92723

FENCHEL LYNETTE
& ALEXANDER LOVE
1541 ST LEGER PL
CINCINNATI OH 45207

FINDLEY BENJAMIN M
1520 MERRIMAC ST
CINCINNATI OH 45207

FOWLER CATHERINE B TR
1618 MERIMAC ST
CINCINNATI OH 45207

FRANKLIN SHERRI E
8501 FOXCROFT DR
CINCINNATI OH 45231

FRESH START HOUSING LLC
3033 PERCY AVE
CINCINNATI OH 45211

FULTON PAIGE
3117 HARVARD AVE
CINCINNATI OH 45207

GARLAND PATRICIA WALEKO &
JACOB ANDREW KNIGHT
1535 MERRIMAC ST
CINCINNATI OH 45207

GILLESPIE DENNIS
5563 BOOMER RD
CINCINNATI OH 45247-7922

GT HOMES CITY SERIES LLC
4000 EXECUTIVE PARK DR #250
CINCINNATI OH 45241

HAMBRICK RAYMOND
& GWENDOLYN
888 ROCKDALE AVE
CINCINNATI OH 45229

HAMILTON COUNTY
LAND REUTILIZATION CORP
3 EAST FOURTH ST SUITE 300
CINCINNATI OH 45202

HAMRICK IRENE
1611 MERRIMAC ST
CINCINNATI OH 45207

HATHAWAY SUSAN E
1608 MERRIMAC ST
CINCINNATI OH 45227

HD PROPERTIES
P O BOX 245
MASON OH 45040

HED AFFORDABLE PROPERTIES
262 BURKHART AVE
CINCINNATI OH 45215

HEIM BRIAN
1603 RUTH AVENUE
CINCINNATI OH 45207

HILL NILISHA I
3144 HARVARD AVE
CINCINNATI OH 45207-1720

HOLMES MARY RUTH
3232 GILBERT AVE
CINCINNATI OH 45207-1455

HOUSTON DWAYNE JR
3124 WOODBURN AVE
CINCINNATI OH 45207

HUMBLE ESTATES LLC
5576 LEAFWOOD DR
CINCINNATI OH 45224

HUNTER JASON E
3305 WOODBURN AVE
CINCINNATI OH 45207

IBARRA HUGO
3207 HACKBERRY ST
CINCINNATI OH 45207

IRANKUNDA EDMOND & VICTORIA
1568 ST LEGER PL
CINCINNATI OH 45207

JACKSON LINDA D
3126 DURRELL AVE
CINCINNATI OH 45207-1718

JACKSON MICHAEL LEE
1026 CLEARBROOK DR
CINCINNATI OH 45229

JBJ LAND DEVELOPMENTS LLC
1432 RACE ST #303
CINCINNATI OH 45202

JOHNSON CAROLYN
1545 ST LEGER PL
CINCINNATI OH 45207

JONES BRENDA J
1540 MERRIMAC ST
CINCINNATI OH 45207-1739

KINCAID REGINALD K
1620 FAIRFAX AVE
CINCINNATI OH 45207

KLAYER COLIN
8 PEASENHALL LN
CINCINNATI OH 45208

KRS LLC
P O BOX 531725
CINCINNATI OH 45253

LANE MARSHA A
3400 WOODBURN AVE
CINCINNATI OH 45207

LAWRENCE DOROTHY M
1622 HEWITT AVE
CINCINNATI OH 45207

LONGMIRE DEANNA
1563 RUTH AVE
CINCINNATI OH 45207

LOSANTIVILLE BUILDINGS LLC
C/O THE MODEL GROUP
21 W 13TH ST SUITE 100
CINCINNATI OH 45202

MAPLELEAF PROPERTIES LLC
1752 BERKLEY AVE
CINCINNATI OH 45237

MAXWELL MAURICE
3690 DOGWOOD LN
CINCINNATI OH 45213

MEADOWS JUDY ANN
1547 SAINT LEGER PL
CINCINNATI OH 45207-1418

MEYER CLAUDINE G & GREG
1609 RUTH AVE
CINCINNATI OH 45207

MITCHELL FRANCES & FRANK
3114 DURRELL AVE
CINCINNATI OH 45207

MORGAN ENOCH F & JULIA E
2627 HEMLOCK ST
CINCINNATI OH 45206

NAVARRE GARRONE LIMITED
PARTNERSHIP
21 W 13TH ST SUITE 100
CINCINNATI OH 45202

NELTNER RENTALS LLC
922 MORRIS ST
CINCINNATI OH 45206

NK 001 LLC
2508 W CLIFTON VE
CINCINNATI OH 45219

OLI JOINT VENTURES LLC
4041 READING RD
CINCINNATI OH 45229

PALMER ERICA CALDWELL & ANDRE
1614 MERRIMAC ST
CINCINNATI OH 45207

PAPPA KATHRYN
& JOHN W CORNFORTH
1556 ST LEGER PL
CINCINNATI OH 45207

PARKER KAREN M
3031 CLEINVIEW AVE
CINCINNATI OH 45206

PEACEFUL DWELLING
DEVELOPMENT LLC
407 VINE STREET
SUITE #102
CINCINNATI OH 45202

PERRY MICHAEL FRANK
1613-1615 FAIRFAX AVE
CINCINNATI OH 45207

PETERSON ERNEST & GLORIA
3152 HARVARD AVE
CINCINNATI OH 45207

PFETZING CAROL ANN
3119 WOODBURN AVE
CINCINNATI OH 45207

PHIPPS LEONARD III
1587 ADAMS RD
CINCINNATI OH 45231

PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY
3 EAST FOURTH ST SUITE 300
CINCINNATI OH 45202

PRUETT KEITH & DONNA D
3132 HARVARD AVE
CINCINNATI OH 45207-1720

PURDIE ANNIE L
3317 WOODBURN AVE
CINCINNATI OH 45207-1535

REEVES ANTHONY
P O BOX 19564
CINCINNATI OH 45219

RELL PROPERTIES LLC
754 WATCH POINT DR
CINCINNATI OH 45230

RHODES ANITA &
JOHNNY WILKERSON
305 GLENSFORD CT
CINCINNATI OH 45246

RICK & CHARLES INVESTMENTS LLC
1308 50TH AVE NE
C/O PESCOVITZ
SAINT PETERSBURG FL 33703

RIDDER JOSEPH E & MARTHA R
3046 FAIRFIELD AVE
CINCINNATI OH 45206

RKCOM LLC
5600 GRAYDON MEADOW LN
CINCINNATI OH 45243

ROHE RONALD F
10182 NW THIRD PL
POMPANO BEACH FL 33071

ROUNTREY CARRIE
3229 WOODBURN AVE
CINCINNATI OH 45207

RUSSELL FERN
7105 STEED CT
HYATTSVILLE MD 20782

SEVEN STAR HOLDINGS LLC
10104 MEADOWKNOLLS DR
LOVELAND OH 45140

SFR3 LLC
500 WESTOVER DR #14104
SANFORD NC 27330

SFR3-AIC LLC
609 SUMMIT AVE
MILL VALLEY CA 94941

SHACKELFORD AMY CAROL
1554 SAINT LEGER PL
CINCINNATI OH 45207

SHAMBRAY SARA J
& HUEY P FERGUSON
1821 KINNEY AVE
CINCINNATI OH 45207

SHELTON OTIS
4218 ALLENDORF PL #6
CINCINNATI OH 45209

SLOAN DOUGLAS & KENNETH
1567 RUTH AVE
CINCINNATI OH 45207-1417

SMITH LARRY
3079 WOODBURN AVE
CINCINNATI OH 45207

SOW BABACAR
3132 DURRELL AVE
CINCINNATI OH 45207

SPRINGHTLY PROPERTIES LLC
251 W CENTRAL AVE #255
SPRINGBORO OH 45066

ST STEPHEN A M E CHURCH
1627 FAIRFAX AVE
CINCINNATI OH 45207

ST STEVENS AFRICAN
METHODIST EPISCOPAL
1627 FAIRFAX AVE
CINCINNATI OH 45207

STECHSCHULTE JAMES J
1558 ST LEGER PL
CINCINNATI OH 45207

STERN ELIZABETH V
1544 MERRIMAC ST
CINCINNATI OH 45207

SULU ASSETS INC
PO BOX 5633
LYNNWOOD WA 98046

SWEWAT LTD
3212 WOODBURN AVE
CINCINNATI OH 45207

TALLMAN HARALAMBOS K
& KONSTANTINOS
3228 GILBERT AVE
CINCINNATI OH 45207

TBCM LLC
3351 EVANSTON AVE
CINCINNATI OH 45207

THOMAS BRYAN A
3309 WOODBURN AVENUE
CINCINNATI OH 45207

THOMAS BRYAN ANDREW
3309 WOODBURN AVENUE
CINCINNATI OH 45207

TILLERY KEVIN
1619 FAIRFAX AVE
CINCINNATI OH 45207

TRUSTEE OF THE
Z MCKINNEY TRUST
PO BOX 37017
CINCINNATI OH 45222

TULSA REAL ESTATE FUND LLC
3115 R N MARTIN ST
EAST POINT GA 30344

TURNER VANESSA
1508 MERRIMAC ST
CINCINNATI OH 45207-1722

U S REAL ESTATE WHOLESALE
ADVISORS LLC
100 S BISCAYNE BLVD #300
MIAMI FL 33131

USHRY TAMIA
571 STEWART PL
CINCINNATI OH 45229

VN HOLDINGS 2020 LLC
C/O RAW PROPERTY MANAGEMENT
5535 COLERAIN AVE
CINCINNATI OH 45239

WASHINGTON MARY C
3215 HACKBERRY ST
CINCINNATI OH 45207

WEBB JOHN G
3126 WOODBURN AVE
CINCINNATI OH 45207

WEEKS ALICIA C
1617 FAIRFAX AVE
CINCINNATI OH 45207

WEST FORK REAL ESTATE LLC
9927 VOYAGER LN
CINCINNATI OH 45252

WHITE BRENDA
6830 ELWYNNE AVE
CINCINNATI OH 45236

WILKERSON DERRICK
1967 CATALINA AVE
CINCINNATI OH 45237

WILLIAMS RAMONA J
3138 HARVARD AVE
CINCINNATI OH 45207

WOODBURN POINTE LLC
3870 VIRGINIA AVE
CINCINNATI OH 45227

WOODBURN PROPERTIES II LLC
3119 WOODBURN AVE
CINCINNATI OH 45207

YARESH PROPERTIES LLC
544 TOHATCHI DR
CINCINNATI OH 45215

YOUNG CHARLES F JR
3130 WOODBURN AVE
CINCINNATI OH 45207

ZCM LLC
5775 SUGARUN
CINCINNATI OH 45243

Evanston Community Council
3204 Woodburn Avenue
Cincinnati OH 45207

August 4, 2021

Cincinnati City Council
Council Chambers, City Hall
801 Plum Street
Cincinnati, Ohio 45202

Dear Members of Council:

We are transmitting herewith an Emergency Ordinance captioned as follows:

> **AMENDING** the official zoning map of the City of Cincinnati to rezone certain real property located at 3201, 3215, 3223, and 3229 Woodburn Avenue in the Evanston neighborhood from the CN-P, "Commercial Neighborhood-Pedestrian," zoning district to the RM-0.7, "Residential Multi-Family," zoning district in furtherance of the *Evanston Fire-Point Urban Renewal Plan* (2003).

Summary:
A zoning study on Woodburn Avenue was requested by the Evanston Community Council on January 17, 2020 to Councilmember Mann. The Evanston Community Council requested the study of the rezoning for the subject area to be changed to residential to conform with the specific recommendation in the *Evanston Five-Point Urban Renewal Plan* (2003). Councilmember Mann requested that the City Manager direct the Department of City Planning to proceed with the requested zoning study on January 28, 2020.

The subject area for the zoning study is located on the west side of Woodburn Avenue approximately 200' south of the intersection of Woodburn Avenue, Gilbert Avenue, and Montgomery Road, commonly known as the Five-Points Intersection. The site is 1.87 acres in size and contains four parcels. The subject area is the site of the recently demolished Calvary United Methodist Church (3201 and 3215 Woodburn), and two residential structures (3223 and 3229 Woodburn Avenue). The site is currently zoned Commercial Neighborhood-Pedestrian (CN-P), which is the zoning district for the properties immediately adjacent to the north and east of the subject area.

The City Planning Commission recommended the following on July 16, 2021 to City Council:

> **APPROVE** the zone change from Commercial Neighborhood – Pedestrian (CN-P) to Residential Multi-family (RM-0.7) at 3201, 3215, 3223, and 3229 Woodburn Avenue in Evanston.

Motion to Approve: Mr. Samad

Seconded: Ms. McKinney

Ayes: Ms. McKinney
Mr. Juech
Mr. Samad
Ms. Stallworth

Abstained: Mr. Eby

THE CITY PLANNING COMMISSION

_____
Katherine Keough-Jurs, AICP, Director
Department of City Planning

city of CINCINNATI

Interdepartmental Correspondence Sheet

20210521

Date: July 29, 2021

To: Councilmember Jan-Michele Lemon Kearney

From: Andrew Garth, City Solicitor AWG

Subject: **Ordinance – Amending Cincinnati Municipal Code New Chapter 886 Equitable Restrooms**

Transmitted herewith is an ordinance captioned as follows:

> **ESTABLISHING** new Chapter 886, "Equitable Restrooms," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, and AMENDING Section 1501-8, "Class C1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code to require equal access to single-occupancy toilet facilities in public buildings and places of public accommodation for all persons regardless of their sex, gender identity, physical or mental capacity, or familial status.

AWG/MEH/(lnk)
Attachment
344508

City of Cincinnati

MEH

BWG

An Ordinance No. _____ - 2021

ESTABLISHING new Chapter 886, "Equitable Restrooms," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, and AMENDING Section 1501-8, "Class C1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code to require equal access to single-occupancy toilet facilities in public buildings and places of public accommodation for all persons regardless of their sex, gender identity, physical or mental capacity, or familial status.

WHEREAS, the City of Cincinnati is committed to providing for the health, safety, and welfare of all persons who live, work, conduct business, or recreate within its limits; and

WHEREAS, all persons who live and work in Cincinnati should have equal access to restrooms regardless of their sex, gender identity, physical or mental capacity, or familial status; and

WHEREAS, all-gender, single-occupancy restrooms are a safe and efficient means of providing equal restroom access to all persons, and City Council finds that such facilities should be made available to all persons on an equal basis in public buildings and places of public accommodation; now, therefore,

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

Section 1. That new Chapter 886, "Equitable Restrooms," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code is hereby ordained to read as follows:

CHAPTER 886 - EQUITABLE RESTROOMS

Sec. 886-01. – Definitions.

(a) "Place of public accommodation" has the same meaning provided in Section 914-1-P1, "Places of Public Accommodation," of the Cincinnati Municipal Code.

(b) "Single-occupancy restroom" means a fully enclosed room, with a locking mechanism controlled by the user, containing no more than one sink, one toilet, and one urinal.

Sec. 886-03. – Single-occupancy Restrooms.

(a) All single-occupancy restrooms located within a public building or place of public accommodation, including family restrooms and accessible restrooms, shall be made available for

use by all persons, regardless of their sex, gender identity, physical or mental capacity, or familial status.

(b) All single-occupancy restrooms located within a public building or place of public accommodation shall be outfitted with exterior signage that identifies the single-occupancy restroom as a restroom and does not indicate use of the restroom is limited to a specific gender.

(c) This provisions of this chapter apply to all existing and future public buildings and places of public accommodation operating on or after the effective date of this chapter.

Sec. 886-05. – Penalties and Enforcement.

(a) A violation of any provision of this chapter shall constitute a class C1 civil offense.

(b) The provisions of this chapter may be enforced by the city manager or the city manager's designee, including in connection with any inspection of a public building or place of public accommodation conducted by city officials responsible for code enforcement in connection with their official duties.

Section 2. That Section 1501-8, "Class C1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code is hereby amended as follows:

Sec. 1501-8. - Class C1 Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in Section 1501-99 for a Class C1 Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with Section 1501-15 that the violation has been corrected. Except that, for occupied property that is in violation of Section 731-3(a), the otherwise applicable civil fine is reduced by 100% if the owner charged shows in accordance with Section 1501-15 that the violation has been corrected and that the owner has not previously received notice of a violation under Section 731-3 at the occupied property. If the provision is listed under paragraphs (a), (b), or (c) below, and if a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation. If the provision is listed under paragraph (d) below, and if a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within two years, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation. If the provision is listed under paragraph (e) below, the otherwise applicable civil fine is reduced by 100% if the person charged shows in accordance with Section 1501-15 and the rules and regulations of the board of health that the violation has been corrected and that the owner has not

previously received notice of a violation under Section 609-9. If the provision is listed under paragraph (e) below, and if a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within two years, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation.

(a) Class C1 Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 714-11	Duty to Keep Sidewalks Free of Litter	Class D
(2)	§ 714-35	Litter on Occupied or Unoccupied Private Property	Class C1
(3)	§ 714-37	Owner or Person in Control to Maintain Premises Free of Litter	Class C1
(4)	§ 714-39	Litter on Vacant Lots	Class C1
(5)	§ 731-3	Height Restrictions on Unoccupied Private Property (grass and weed control)	Class C1
(6)	Chapter 313	Outdoor Advertising Sign Excise Tax	Class C1
(7)	Chapter 315	Short Term Rental Excise Tax	Class C1
(8)	Chapter 886	Equitable Restrooms	Class C1

(b) Class C1 Civil Offenses With Civil Fines Subject to 100% Reduction for Correction of Violation and a One-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 731-3	Height Restrictions on Occupied Private Property (grass and weed control; reduction for first-time offenders only)	Class C1

(c) Class C1 Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation and a One-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 714-15	Truck and Vehicle Loads Causing Litter or Scattering Debris	Class D

(d) Class C1 Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation, and a Two-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 609-3	Sale of Tobacco Products to Those Under Twenty-One Years of Age Prohibited	Class E
(2)	§ 1601-57	Enforcement of Emergency Orders	Class D
(3)	§ 1601-59	Enforcement of Health Orders	Class D

(e) Class C1 Civil Offenses With Civil Fines Subject to 100% Reduction for Correction of Violation, and a Two-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 609-9	Tobacco Retailer Licensing (reduction for first-time offenders only)	Class E

Section 3. That existing Section 1501-8, "Class D Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code is hereby repealed.

Section 4. That the City Manager and the proper City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance.

Section 5. That this ordinance shall take effect and be in force from and after January 1, 2022.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

Additions indicated by underline. Deletions indicated by strikethrough.

city of
CINCINNATI

Interdepartmental Correspondence Sheet

202102530

Date: July 29, 2021

To: Councilmember Liz Keating

From: Andrew Garth, City Solicitor AWG

Subject: **Emergency Ordinance – Charter Amendment Resign to Run**

Transmitted herewith is an emergency ordinance captioned as follows:

> **TO SUBMIT** to the electors of the City of Cincinnati an amendment to the Charter of the City to require council members to resign upon offering themselves for nomination or election to a salaried non-City office during their current term on council, to require the mayor to resign upon offering himself or herself for nomination or election to a salaried non-City office during his or her term in office, and that would remove obsolete language from the Charter by amending Article II, Section 4 and Article III, Section 1.

This ordinance shows the Charter sections as they would appear if the Charter amendment is approved by the voters. Also attached to this memorandum is a document which shows the changes this ordinance would make made to the Charter. Deletions are indicated by strike through and additions are underlined. This document is being providing for clarity and ease of understanding the changes.

AWG/LES/(lnk)
Attachment
344919

EMERGENCY

City of Cincinnati

LES

BWG

An Ordinance No. _____ - 2021

TO SUBMIT to the electors of the City of Cincinnati an amendment to the Charter of the City to require council members to resign upon offering themselves for nomination or election to a salaried non-City office during their current term on council, to require the mayor to resign upon offering himself or herself for nomination or election to a salaried non-City office during his or her term in office, and that would remove obsolete language from the Charter by amending Article II, Section 4 and Article III, Section 1.

WHEREAS, campaigning for a non-City office while also holding a City office directs elected officials' focus from City business, which should be the official's primary focus and responsibility; and

WHEREAS, a candidate running for a non-City office can accept campaign contributions for a non-City campaign that exceed the contribution limits set forth in Article XIII of the City Charter, and those larger campaign contributions could unduly influence or affect a City Councilmember or Mayor in the performance of their City duties; and

WHEREAS, it would benefit the public's confidence in the City's elected officials to prohibit members of council and the mayor from actively campaigning for non-City offices while currently serving in their elected City offices by requiring them to resign from office upon offering themselves for nomination or election to a salaried non-City office; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio, two-thirds of the members elected thereto concurring:

Section 1. That there shall be submitted to the vote of the qualified electors of the City of Cincinnati for their approval or disapproval at the general election to be held November 2, 2021, an amendment to the Charter of the City of Cincinnati to require members of council to resign upon offering themselves for nomination or election to a salaried non-City office during their term on council, to require the mayor to resign upon offering himself or herself for nomination or election to a salaried non-City office during his or her term in office, by amending Article II, Section 4 and Article III, Section 1 as follows:

ARTICLE II. - LEGISLATIVE POWER

Section 4.

Subject to the terms of Article IX, Section 1 of this charter, a council of nine members shall be elected for a term of two years, commencing on the first Tuesday after January 1st next after their election and shall serve until their successors are elected and qualified.

For council terms commencing on or after January 2, 2022, no member of council, whether holding office by election or appointment, may offer himself or herself for nomination or election to any salaried non-City office. For purposes of this section, a member of council shall be deemed to have offered himself or herself for nomination or election to a salaried non-City office upon the filing of a notice, statement, or other such document which would allow the member of council to accept campaign contributions for a non-City office. The filing of a such notice, statement, or other document shall constitute an automatic irrevocable resignation of the office then held, and the vacancy thereby created shall be filled in the same manner as other vacancies for such office are filled pursuant to Article II, Section 4b.

Each member of council shall receive, subject to the provisions of Section 4a herein, annual compensation in an amount equal to three-fourths (¾) of the annual compensation payable to the county commissioners of Hamilton County, Ohio, as it existed on March 1, 2005. Such compensation shall be payable semi-monthly.

Article III. - MAYOR

Section 1.

A mayor shall be elected for a term of four years, commencing on the first Tuesday after January 1st next after his or her election. Upon taking the oath of office, the mayor shall serve until a successor is duly elected and qualified.

For the term commencing on or after January 2, 2022, the mayor may not offer himself or herself for nomination or election to any salaried non-City office. The mayor shall be deemed to have offered himself or herself for nomination or election to a salaried non-City office upon the filing of a notice, statement, or other such document which would allow the mayor to accept campaign contributions for a non-City office. The filing of a such notice, statement, or other document shall constitute an automatic irrevocable resignation of the office of mayor, and the vice-mayor shall then succeed to the office of mayor in accordance with Article III, Section 3 of this charter. The vice-mayor's vacancy on council shall be filled in accordance with Article II, Section 4b of this charter, and a new vice-mayor shall be selected by the mayor from the members of the council.

The mayor shall receive annual compensation in an amount equal to twice the compensation payable to a member of council as provided in Article II, Section 4. Such compensation shall be payable semi-monthly.

Section 2. That the form of submission of the proposed amendment to the electors shall be substantially as follows:

CHARTER AMENDMENT **A majority vote is necessary for passage.**	
YES	Shall the Charter of the City of Cincinnati be amended to require council members to resign upon offering themselves for nomination or election to a salaried non-City office during their current term on council, and to require the mayor to resign upon offering himself or herself for nomination or election to a salaried non-City office during his or her term in office, and to remove obsolete language from the Charter by amending Article II, Section 4 and Article III, Section 1?
NO	

Section 3. That the Clerk of Council shall give notice of the proposed Charter Amendment in the manner provided by Sections 8 and 9 of Article XVIII of the Ohio Constitution and Section 731.211 (B) of the Ohio Revised Code.

Section 4. That the Clerk of Council is directed to certify and transmit to the Board of Elections of Hamilton County, Ohio, a copy of this ordinance and direct the said Board to submit the proposed Charter amendment to the electors of the City of Cincinnati as provided by law.

Section 5. That the Board of Elections of Hamilton County, Ohio shall certify to the Council the result of the vote upon said amendment, and if said amendment is approved by a majority of the electors voting thereon, amended Section 4 of Article II and amended Section 1 of Article III shall be enacted and become a part of the Charter of the City of Cincinnati.

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

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate necessity to authorize the Clerk of Council to certify and transmit this ordinance to the Hamilton County Board of Elections at least sixty days prior to the November 2, 2021 primary election.

Passed_____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk

ARTICLE II. - LEGISLATIVE POWER

Section 4.

Subject to the terms of Article IX, Section 1 of this charter, a council of nine members shall be elected for a term of two years, commencing on the first Tuesday after January 1st next after their election and shall serve until their successors are elected and qualified. ~~Any member of council holding office as of the date of the regular municipal election held in November 2017 shall remain in office until the first Tuesday after January 1, 2018, in order to complete the term of city council which commenced as of December 1, 2013.~~

For council terms commencing on or after January 2, 2022, no member of council, whether holding office by election or appointment, may offer himself or herself for nomination or election to any salaried non-City office. For purposes of this section, a member of council shall be deemed to have offered himself or herself for nomination or election to a salaried non-City office upon the filing of a notice, statement, or other such document which would allow the member of council to accept campaign contributions for a non-City office. The filing of a such notice, statement, or other document shall constitute an automatic irrevocable resignation of the office then held, and the vacancy thereby created shall be filled in the same manner as other vacancies for such office are filled pursuant to Article II, Section 4b.

Each member of council shall receive, subject to the provisions of Section 4a herein, annual compensation in an amount equal to three-fourths (¾) of the annual compensation payable to the county commissioners of Hamilton County, Ohio, as it existed on March 1, 2005. Such compensation shall be payable semi-monthly.

Article III. - MAYOR

Section 1.

A mayor shall be elected for a term of four years, commencing on the first Tuesday after January 1st next after his or her election. Upon taking the oath of office, the mayor shall serve until a successor is duly elected and qualified. ~~The individual holding the office of mayor as of the date of the regular municipal election held in November 2017 shall remain in office until the first Tuesday after January 1, 2018, in order to complete the mayoral term which commenced as of December 1, 2013.~~

For the term commencing on or after January 2, 2022, the mayor may not offer himself or herself for nomination or election to any salaried non-City office. The mayor shall be deemed to have offered himself or herself for nomination or election to a salaried non-City office upon the filing of a notice, statement, or other such document which would allow the mayor to accept campaign contributions for a non-City office. The filing of a such notice, statement, or other document shall constitute an automatic irrevocable resignation of the office of mayor, and the vice-mayor shall then succeed to the office of mayor in accordance with Article III, Section 3 of this charter. The vice-mayor's vacancy on council shall be filled in accordance with Article II, Section 4b of this charter, and a new vice-mayor shall be selected by the mayor from the members of the council.

The mayor shall receive annual compensation in an amount equal to twice the compensation payable to a member of council as provided in Article II, Section 4. Such compensation shall be payable semi-monthly.

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: September 1, 2021

To: Councilmember Betsy Sundermann

From: Andrew Garth, City Solicitor AWG

Subject: **Emergency Ordinance – Charter Amendment re Changes to Council and Mayor Candidacies, Successors, Pay, and Responsibility**

Transmitted herewith is an emergency ordinance captioned as follows:

> **TO SUBMIT** to the electors of the City of Cincinnati an amendment to the Charter of the City of Cincinnati that would require approval by Council to commence litigation on behalf of the City of Cincinnati or any of its officials; limit the compensation for members of Council to the amount equal to the median family income for the City of Cincinnati; require candidates for Mayor and Council to be residents of the City of Cincinnati for at least one year prior to assuming office; provide that the successor to a member of Council who dies, resigns, or is removed shall be the candidate who received the highest number of votes but was not declared elected to Council; require the Mayor to assign legislative proposals to the appropriate committee no later than thirty days after being filed with the Clerk; provide that the Mayor and members of Council are personally liable for violations of state law regarding open meetings or public records where the violation was purposeful, knowing, in bad faith, or in a wanton or reckless manner; and provide for the removal of the Mayor as provided by state law and other processes, by amending existing Sections 3, 4, 4a, and 4b of Article II, "Legislative Power," and amending Section 2 of Article III, "Mayor," and enacting new Section 11 of Article IV, "Executive and Administrative Service," and Section 2c of Article IX, "Nominations and Elections."

AWG/CMZ/(lnk)
Attachment
347021

EMERGENCY

City of Cincinnati

CMZ

BWG

An Ordinance No. _____ - 2021

TO SUBMIT to the electors of the City of Cincinnati an amendment to the Charter of the City of Cincinnati that would require approval by Council to commence litigation on behalf of the City of Cincinnati or any of its officials; limit the compensation for members of Council to the amount equal to the median family income for the City of Cincinnati; require candidates for Mayor and Council to be residents of the City of Cincinnati for at least one year prior to assuming office; provide that the successor to a member of Council who dies, resigns, or is removed shall be the candidate who received the highest number of votes but was not declared elected to Council; require the Mayor to assign legislative proposals to the appropriate committee no later than thirty days after being filed with the Clerk; provide that the Mayor and members of Council are personally liable for violations of state law regarding open meetings or public records where the violation was purposeful, knowing, in bad faith, or in a wanton or reckless manner; and provide for the removal of the Mayor as provided by state law and other processes, by amending existing Sections 3, 4, 4a, and 4b of Article II, "Legislative Power," and amending Section 2 of Article III, "Mayor," and enacting new Section 11 of Article IV, "Executive and Administrative Service," and Section 2c of Article IX, "Nominations and Elections."

WHEREAS, on August 30, 2021, petitions were filed with the Clerk of Council requesting that the Charter of the City of Cincinnati be amended as set forth below; and

WHEREAS, the Hamilton County Board of Elections has certified that the petitions were signed by more than 10 per centum of the electors of the City of Cincinnati voting at the last preceding municipal election, which is the required number of signatures for the Charter amendment below to be on the ballot for the November general election; and

WHEREAS, by passing this ordinance, Council is following the legislative process as mandated by the Ohio Constitution; now, therefore,

BE IT ORDAINED by the Council of the City of Cincinnati, State of Ohio with the required number of valid signatures of electors being certified by the Hamilton County Board of Elections:

Section 1. That there shall be submitted to the vote of the qualified electors of the City of Cincinnati for their approval or disapproval at the general election to be held on November 2, 2021, an amendment to the Charter of the City of Cincinnati, amending existing Sections 3, 4,

4a, and 4b of Article II, "Legislative Power," and amending Section 2 of Article III, "Mayor," and enacting new Section 11 of Article IV, "Executive and Administrative Service," and new Section 2c of Article IX, "Nominations and Elections" to read as follows:

Article II. Legislative Power

Section 3.

The initiative and referendum powers are reserved to the people of the city on all questions which the council is authorized to control by legislative action; such powers shall be exercised in the manner provided by the laws of the state of Ohio. Emergency ordinances upon a yea and nay vote must receive the vote of a majority of the members elected to the council, and the declaration of an emergency and the reasons for the necessity of declaring said ordinances to be emergency measures shall be set forth in one section of the ordinance, which section shall be passed only upon a yea and nay vote of two-thirds of the members elected to the council upon a separate roll call thereon. If the emergency section fails of passage, the clerk shall strike it from the ordinance and the ordinance shall take effect at the earliest time allowed by law.

No ordinance prescribing rates and charges to be collected by or paid to any publicly-owned public utility shall be passed as an emergency ordinance unless the ordinance is introduced in council at least three weeks before it is finally voted upon and a public hearing has been held by council thereon.

The affirmative vote of a majority of the members of the council shall be required to authorize the commencement of any litigation on behalf of the City of Cincinnati or any of its officials.

Section 4.

Subject to the terms of Article IX, Section 1 of this charter, a council of nine members shall be elected for a term of two years, commencing on the first Tuesday after January 1st next after their election and shall serve until their successors are elected and qualified. Each member of council shall receive annual compensation in an amount equal to the median family income for the city of Cincinnati as reported in the American Community Survey 1-Year Report as published by the United States Census Bureau for the year prior to the beginning of each calendar year. The annual compensation payable to each member of council shall not increase or decrease during any calendar year once such compensation is established, but the annual compensation payable to a member of council may increase or decrease from one calendar year to the next. Such compensation shall be payable semi-monthly.

Section 4a.

No person shall serve as mayor or a member of council unless such person shall have been a resident of the city for at least one year prior to assuming office, either through election or otherwise, and such person shall continue to be a resident of the city and a qualified elector thereof. Any person serving as mayor or member of council who should cease to possess any of said qualifications, or moves from the city, shall forthwith forfeit the office.

Section 4b.

If a member of council dies, resigns, or is removed, then the person who received the highest number of votes for election to council at the most recent municipal election but who was not declared elected to council at such election and who is not otherwise already serving or has served as a member of council since the most recent municipal election shall be the successor to hold the office for the remainder of the unexpired term of that member of council, provided such person shall not have previously failed to accept the position as a member of council at any time since the most recent municipal election.

Upon the death, resignation, or removal of a member of council, the clerk of council shall immediately notify in writing the person designated herein as the successor of such person's entitlement to assume the office as a member of council. Within two weeks of being informed by the clerk of council, the person designated herein as the successor shall certify in writing to the clerk of council that he or she satisfies all requirements to hold the office of member of council and that he or she accepts the position as a member of council.

If the person designated herein as the successor shall fail to provide the written certification to the clerk of council as provided herein or shall have previously failed to accept the position as a member of council at any time since the most recent municipal election, then such person shall be deemed to have not accepted the position as a member of council and the person who received the next highest number of votes for election to council at the most recent municipal election but who was not declared elected to council at such election and who is not otherwise already serving or has served as a member of council since the most recent municipal election shall then be considered the successor to hold the office for the remainder of the unexpired term of the member of council who dies, resigns, or is removed, and the clerk of council shall proceed to provide notification to such person as provided for herein and such person shall provide the certification as required herein, until a successor assumes the office of as a member of council.

Article III. Mayor

Section 2.

The mayor shall preside over all meetings of the council but shall not have a vote on the council. The mayor may call a special meeting of the council. The mayor shall exercise the veto power as provided in Article II. The mayor shall appoint and may remove the vice-mayor and the chair of all committees of the council without the advice and consent

of the council. The mayor shall assign all legislative proposals to the appropriate committee for consideration no later than 30 days after such proposed legislation is filed with the clerk of council. No later than 30 days after such proposed legislation is reported out of committee, the mayor shall place such legislative proposal on the agenda for consideration at the next meeting of council. The mayor may propose and introduce legislation for council consideration.

The mayor shall be recognized as the official head and representative of the city for all purposes, except as provided otherwise in this charter.

The mayor shall appoint the city manager upon an affirmative vote of five members of the council following the mayor's recommendation for appointment. Prior to the vote, the mayor shall seek the advice of council, to include the opportunity for council to interview the candidates considered by the mayor. Should the council not approve the recommendation of the mayor, the mayor may submit another recommendation or institute a new search. The mayor, with the advice of council, shall have the authority to initiate and recommend to the council the removal of the city manager, provided that such removal shall require an affirmative vote of five members of the council. A temporary appointment to the position of city manager that may be required by reason of a vacancy in the office shall be submitted by the mayor to the council for its approval prior to the appointment.

The mayor shall deliver an annual address to the council and citizens of the city reporting on the state of the city and making recommendations for the establishment and achievement of future city goals.

The mayor shall transmit to the council the annual budget estimate prepared by the city manager. The transmittal shall occur within 15 days after receipt from the city manager and may include a letter commenting on the proposed budget.

The mayor shall perform such other duties as may be prescribed by this charter or as may be imposed by council, consistent with the office. The mayor shall be recognized as the official head of the city for all ceremonial purposes, by the courts for the purpose of serving civil process, and by the governor for military purposes.

In time of public danger or emergency, the mayor may, with the consent of the council, take command of the police, maintain order and enforce the law.

The mayor shall appoint his or her assistants in the unclassified service and shall fix their salaries. Such assistants shall serve at the pleasure of the mayor and shall constitute the mayoral service. All other appointments to be made by the mayor shall be made with the advice and consent of the council except as otherwise provided in this charter.

Article IV. EXECUTIVE AND ADMINISTRATIVE SERVICE

Section 11.

The mayor or any member of council shall be liable to the city for any judgment in, or amount negotiated in settlement of, any civil action or appeal, together with any attorney fees and expenses incurred or expended by the city in defending such civil action or appeal, arising from the violation or alleged violation by the mayor or member of council of state law relating to open meetings or public records, provided that the act or omission giving rise to the civil action or appeal was undertaken by the mayor or member of council in an effort to avoid or circumvent the requirements of such state law or done purposely, knowingly, in bad faith, or in a wanton or reckless manner. The act or omission of the mayor or member of council giving rise to such liability may be established in the civil action itself or in a separate civil action commenced by the city solicitor or by a taxpayer who may bring such civil action and recover his or her costs, including attorney fees, only after the city solicitor fails, upon the written request of the taxpayer, to bring such civil action.

Article IX. Nominations and Elections

Section 2c.

The mayor may be removed from office before expiration of his or her term. The process and procedure for such removal shall include, but are not limited to, all provisions of state law providing for removal of any elective officer of a municipal corporation.

Section 2. That the form of the submission of the proposed amendment to the electors shall be substantially as follows:

CHARTER AMENDMENT

A majority vote is necessary for passage.

YES	Shall the Charter of the City of Cincinnati be amended to require approval by Council before litigation on behalf of the City of Cincinnati or any of its officials can be filed; to establish the compensation for members of Council to the amount equal to the median family income for the City of Cincinnati and adjust that compensation annually; to require candidates for Mayor and Council to be residents of the City of Cincinnati for at least one year prior to assuming office; to eliminate the use of successor designation by members of Council and to provide that the successor to a member of Council who dies, resigns, or is removed shall be the candidate who is not serving or has not served on Council who received the highest number of votes at the most recent municipal election but was not declared elected to Council; to require the Mayor to assign legislative proposals to the appropriate committee no later than thirty days after being filed with the Clerk and to require the Mayor to put legislative proposals on the Council agenda no later than thirty days after they are reported out of Committee; to provide that the Mayor and members of Council are personally liable for violations of state law regarding open meetings or public records where the violation was to avoid or circumvent those laws or was purposeful, knowing, in bad faith, or in a wanton or reckless

NO	manner; and to provide for the removal of the Mayor as provided by state law and other processes, by amending existing Sections 3, 4, 4a, and 4b of Article II, "Legislative Power," and amending Section 2 of Article III, "Mayor," and enacting new Section 11 of Article IV, "Executive and Administrative Service," and new Section 2c of Article IX, "Nominations and Elections."

Section 3. That the Clerk of Council shall give notice of the proposed Charter Amendment in the manner provided by Sections 8 and 9 of Article XVIII of the Ohio Constitution and Section 731.211 (B) of the Ohio Revised Code.

Section 4. That the Clerk of Council is directed to certify and transmit to the Board of Elections of Hamilton County, Ohio, a copy of this ordinance and direct the said Board to submit the proposed Charter amendment to the electors of the City of Cincinnati as provided by law.

Section 5. That the Board of Elections of Hamilton County shall certify to the Council the result of the vote upon said amendment, and if said amendment is approved by a majority of the electors voting thereon, the amended Sections 3, 4, 4a, and 4b of Article II, "Legislative Power," and amended Section 2 of Article III, "Mayor," and new Section 11 of Article IV, "Executive and Administrative Service," and new Section 2c of Article IX, "Nominations and Elections." shall become a part of the Charter of the City of Cincinnati.

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

immediate necessity to authorize the Clerk of Council to certify and transmit this ordinance to the Board of Elections at least sixty days prior to the November 2, 2021 election.

Passed: _____, 2021

_____
John Cranley, Mayor

Attest: _____
Clerk