



# City of Cincinnati

801 Plum Street  
Cincinnati, Ohio 45202

## CALENDAR

### Cincinnati City Council

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Wednesday, April 15, 2026

2:00 PM

Council Chambers, Room 300

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#### ROLL CALL

#### PRAYER AND PLEDGE OF ALLEGIANCE

#### FILING OF THE JOURNAL

#### MS. OWENS

1. [202601378](#) **RESOLUTION**, submitted by Councilmember Owens, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** Ruby Fredricka Shuttlesworth Bester and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for Mrs. Shuttlesworth Bester's lifelong legacy of civil rights advocacy and leadership.

**Recommendation** PASS

**Sponsors:** Owens

#### MR. JEFFREYS

#### MS. ALBI

2. [202601370](#) **MOTION**, submitted by Councilmembers Jeffreys and Albi, **WE MOVE** that the administration produce a report in the next 60 days on the following: A list of all crashes in school zones (public, private, parochial, charter) in 2023, 2024, and 2025; Ask the Department of Transportation & Engineering (DOTe) to measure current speeding of cars in school zones before the end of the 2025/26 school year. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED).

**Recommendation** PUBLIC SAFETY & QUALITY OF LIFE COMMITTEE

**Sponsors:** Jeffreys and Albi

#### CITY MANAGER

3. [202601225](#) **REPORT**, dated 4/15/2026 submitted by Sheryl M. M. Long, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for Obsessioz LLC, 4025 Hamilton Ave. (#10013588-1, TFOL, D-5) [ Objections: Yes]

**Recommendation** FILE

**Sponsors:** City Manager

4. [202601339](#) **REPORT**, dated 4/15/2026, submitted by Sheryl M. M. Long, City Manager,

regarding Special Event Permit Application for . A Peaceful Block Party

**Recommendation** FILE

**Sponsors:** City Manager

5. [202601340](#) **REPORT**, dated 4/15/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Making Strides Against Breast Cancer.

**Recommendation** FILE

**Sponsors:** City Manager

6. [202601241](#) **REPORT**, dated 4/15/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Tusculum Street Fest.

**Recommendation** FILE

**Sponsors:** City Manager

7. [202601243](#) **REPORT**, dated 4/15/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Saylor Park Sustains.

**Recommendation** FILE

**Sponsors:** City Manager

8. [202601247](#) **REPORT**, dated 4/15/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Closing the Health Gap.

**Recommendation** FILE

**Sponsors:** City Manager

9. [202601341](#) **REPORT**, dated 4/15/2026, submitted by Sheryl M. M. Long, City Manager, regarding Special Event Permit Application for Northside 4th of July Parade.

**Recommendation** FILE

**Sponsors:** City Manager

10. [202601347](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/15/2026, **ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for "Water Main Easement A" and "Water Main Easement B" which are easements for water mains and related fixtures, equipment, and appurtenances through certain real property in the City of Harrison, Hamilton County, Ohio as designated on the plat entitled Water Line Easement Plat, Trailhead Subdivision, Water Main Phase 1, as recorded in Plat Book 499, Page 59, Hamilton County, Ohio Recorder's Office.

**Recommendation** BUDGET, FINANCE & GOVERNANCE COMMITTEE

**Sponsors:** City Manager

11. [202601348](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/15/2026, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$273,433 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula (ALN 16.738) to support additional Police Visibility Overtime and the Sexual Assault Advocate program contract with Women Helping Women; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Justice Assistance Grant Fund 478x8553, project account no. 25JAG.

**Recommendation** BUDGET, FINANCE & GOVERNANCE COMMITTEE

**Sponsors:** City Manager

12. [202601349](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/15/2026, **AUTHORIZING** the City Manager to apply for a grant of up to \$300,000 from the Hamilton County ReSource Residential Recycling Incentive grant program to provide resources for recycling education and awareness, residential recycling, drop-off recycling, yard waste, food waste, composting, waste reduction, litter collection, and the labor, equipment, and materials to support these efforts.

**Recommendation** BUDGET, FINANCE & GOVERNANCE COMMITTEE

**Sponsors:** City Manager

13. [202601351](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/15/2026, **ESTABLISHING** new capital improvement program project account no. 980x232x262397, "Red Bank Rd PID 86461 COTF Grant," to support construction of a shared-use path for bicycles and pedestrians along the west side of Red Bank Road from Hetzel Street to Duck Creek Road in the Madisonville neighborhood; **AUTHORIZING** the City to accept and appropriate a Clean Ohio Trails Fund ("COTF") grant of up to \$500,000 from the Ohio Department of Natural Resources ("ODNR") to newly established capital improvement program project account no. 980x232x262397, "Red Bank Rd PID 86461 COTF Grant"; **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x232x262397, "Red Bank Rd PID 86461 COTF Grant"; and **AUTHORIZING** the City Manager to cooperate with the Director of the ODNR to enter into agreements and take all actions necessary to receive and administer the grant and complete the project.

**Recommendation** BUDGET, FINANCE & GOVERNANCE COMMITTEE

**Sponsors:** City Manager

14. [202601353](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/15/2026, **MODIFYING** the provisions of Chapter 606, "Rabies Vaccinations for Dogs," of the Cincinnati Municipal Code ("CMC") by **ORDAINING** new Sections 606-1-B, "Bite," 606-1-C, "Cat," 606-1-F, "Ferret," 606-1-P, "Police dog," 606-1-QI, "Quarantine," 606-1-Q2, "Quarantine period," 606-13, "Duties After Dog, Cat,

or Ferret Bites Person," 606-15, "Abatement by the Board of Health," and 606-17, "Costs of Quarantine, Examination, and Destruction of Rabid Animals"; and **AMENDING** Sections 606-1-D, "Dog," 606-1-V, "Veterinarian," 606-3, "Vaccination of Dogs," 606-7, "Duty of Veterinarian," 606-9, "Tag to be Attached to Dog, Cat, or Ferret and Rabies Vaccination Certificate Retained by Owner," 606-11, "Exceptions," and 606-99, "Penalties"; **MODIFYING** the provisions of Chapter 601, "General Provisions," of the CMC by **ORDAINING** new Section 601-35, "Injunctive Relief and Abatement Costs"; and **MODIFYING** the provisions of Title XV, "Code Compliance and Hearings," of the CMC by **AMENDING** Sections 1501-7, "Class C Civil Offenses," and 1501-9, "Class D Civil Offenses."

**Recommendation** BUDGET, FINANCE & GOVERNANCE COMMITTEE

**Sponsors:** City Manager

15. [202601367](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/15/2026, **MODIFYING** the provisions of Chapter 413, "Parking Garages and Parking Lots," of the Cincinnati Municipal Code ("CMC") by **ORDAINING** new Section 413-35, "Hardship Reductions and Exemptions," by **AMENDING** Sections 413-17, "Walls or Fences Surrounding Parking Lots," 413-19, "Posting of Signs," 413-21, "Parking Payment Tickets," 413-23, "Removal of Vehicles, Unauthorized Use," 413-27, "Protection Against Theft or Conversion," 413-28, "Reports as to Vehicles Stored More Than Seventy-Two Hours," 413-29, "Sanitary Conditions," 413-41, "Rules and Regulations," and 413-99, "Penalties;" and **MODIFYING** the provisions of Title XV, "Code Compliance and Hearings," of the CMC by **AMENDING** Sections 1501-8, "Class C1 Civil Offenses," 1501-11, "Class E Civil Offenses," 1501-14, "Class E1 Civil Offenses," and 1501-18, "Class E3 Civil Offenses," to establish clear standards for licensed parking garages and parking lots to provide for the safety, security, and welfare of the pedestrian public and persons using parking garages and parking lots; reduce crime; and prevent predatory practices and conduct.

**Recommendation** BUDGET, FINANCE & GOVERNANCE COMMITTEE

**Sponsors:** City Manager

16. [202601354](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/15/2026, **AUTHORIZING** the City Manager to execute a Lease with Oskamp Flats Limited Partnership, an Ohio limited partnership, pursuant to which the City will lease for a term of thirty years, the City owned property being a public right-of-way known as Egan Alley in the Downtown neighborhood of Cincinnati.

**Recommendation** HOUSING & GROWTH COMMITTEE

**Sponsors:** City Manager

## CLERK OF COUNCIL

17. [202601344](#) **STATEMENT**, submitted by the Clerk of Council formally filing a copy of the Financial Disclosure Statement for Jan-Michele Kearney/Vice Mayor/Councilmember. (ETHICS)

**Recommendation** FILE

**Sponsors:** Clerk of Council

**BUDGET, FINANCE & GOVERNANCE COMMITTEE**

18. [202601217](#) **MOTION**, submitted by Councilmembers Cramerding, Jeffreys, Walsh, James, Albi and Nolan, **WE MOVE** that the Law Department review Chapter 769 of the Cincinnati Municipal Code “Sexual Orientation or Gender Identity Change Efforts” and suggest any changes to protect the law against challenges as a result of *Chiles v. Salazar*. (BALANCE ON FILE IN THE CLERK’S OFFICE)
- Recommendation** ADOPT
- Sponsors:** Cramerding, Jeffreys, Walsh, James, Albi and Nolan
19. [202601368](#) **MOTION**, submitted by Councilmembers Cramerding, Nolan, Albi and Owens, **WE MOVE** that the City Administration prepare a Fiscal Year 2027 recommended General Fund Budget which respects the following policy guidelines and priorities (BALANCE ON FILE IN THE CLERKS OFFICE)
- Recommendation** ADOPT
- Sponsors:** Cramerding, Nolan, Albi and Owens
20. [202601229](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/9/2026, **MODIFYING** the provisions of Chapter 307, “Classified Compensation Schedules,” of the Cincinnati Municipal Code by **ORDAINING** new Section 060 of Division 5 to establish the classification title and salary range schedule for the new employment classification of Chief of Staff for the City Manager.
- Recommendation** PASS EMERGENCY
- Sponsors:** City Manager
21. [202601234](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/8/2026, **AUTHORIZING** the payment of \$33,000 to Rehrig Pacific Company, including \$1,211 from permanent improvement program project account no. 758x253x252537, “Trash Receptacles & Collection Carts,” and \$31,789 from permanent improvement program project account no. 758x253x262537, “Trash Receptacles & Collection Carts,” as a moral obligation for 600 95-gallon EnviroGuard Roll-Out Carts purchased by the Department of Public Services Neighborhood Operations Division.
- Recommendation** PASS EMERGENCY
- Sponsors:** City Manager
22. [202601236](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/8/2026, **ESTABLISHING** new capital improvement program project account no. 984x234x262356, “Lunken FAA 2026 AIP Grant,” to provide resources for the design of the Taxiway D reconstruction project and the design of the obstruction removal project adjacent to Runway 7 at Lunken Airport; **AUTHORIZING** the City Manager to apply for, accept, and appropriate an Airport Improvement Program grant of up to \$294,000 awarded through the Federal Aviation Administration (ALN 20.106) to the newly established capital improvement program project account no. 984x234x262356, “Lunken FAA 2026 AIP Grant,” to provide resources for the design of the Taxiway D reconstruction project and the design of the obstruction removal project

adjacent to Runway 7 at Lunken Airport; **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 984x234x262356, "Lunken FAA 2026 AIP Grant"; and **AUTHORIZING** the City Manager to execute any agreements and do all things necessary for the receipt and administration of these grant resources.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

23. [202601237](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/8/2026, **AUTHORIZING** the City Manager to apply for a grant awarded by the Ohio Department of Transportation's Safe Routes to School program of up to \$1,000,000 to provide resources for a pedestrian and bicycle project focused on providing students of local schools with safe routes to school.

**Recommendation** PASS EMERGENCY

**Sponsors:** City Manager

24. [202601352](#) **ORDINANCE (B VERSION)** submitted by Sheryl M. M. Long, City Manager, on 4/13/2026, **ESTABLISHING** new capital improvement program project account no. 980x232x262327, "Duck Creek Sidewalk Phase 2 PID 124594," to provide resources for improving pedestrian safety along Duck Creek Road from Crane Avenue to Dana Avenue, located on the boundary of the Evanston and Hyde Park neighborhoods; **AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$670,230 from the Ohio Department of Transportation ("ODOT") Highway Safety Improvement Program (ALN 20.272) to the newly established capital improvement program project account no. 980x232x262327, "Duck Creek Sidewalk Phase 2 PID 124594"; **AUTHORIZING** the Director of Finance to deposit the grant resources into the newly established capital improvement program project account no. 980x232x262327, "Duck Creek Sidewalk Phase 2 PID 124594"; **AUTHORIZING** the City Manager to enter into a Local Public Agency agreement with ODOT to complete the Duck Creek Sidewalk Phase 2 (PID 124594) project; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT to complete the Duck Creek Sidewalk Phase 2 (PID 124594) project.

**Recommendation** PASS

**Sponsors:** City Manager

## SUPPLEMENTAL ITEMS

### HOUSING & GROWTH COMMITTEE

25. [202601222](#) **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **DECLARING** that Ezzard Charles Drive at Central Avenue in the West End neighborhood shall hereby receive the honorary, secondary name of "Coach Mark Mitchell Way" in honor of Coach Mark Mitchell and in recognition of his extraordinary achievements in coaching basketball, mentorship of local youths, and his lasting impact on student-athletes and the Cincinnati community

**Recommendation** PASS EMERGENCY**Sponsors:** Kearney

26. [202601178](#) **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **DECLARING** that Fernside Place at Blair Avenue in the Evanston neighborhood shall hereby receive the honorary, secondary name of “Anzora Adkins Way” in honor of Anzora Adkins and in recognition of her countless hours of diligent volunteer service in the Evanston neighborhood and in the city of Cincinnati, including her efforts as a community leader, advocate, and organizer.

**Recommendation** PASS EMERGENCY**Sponsors:** Kearney

27. [202601179](#) **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **DECLARING** that Montgomery Road at the intersection with Blair Street in the Evanston neighborhood shall hereby receive the honorary, secondary name of “Darnell Mansoor Way” in honor of Cincinnati Police Officer Darnell Mansoor and in recognition of his service to the City of Cincinnati.

**Recommendation** PASS EMERGENCY**Sponsors:** Kearney

28. [202601180](#) **ORDINANCE (EMERGENCY)**, submitted by Councilmember Johnson, from Emily Smart Woerner, City Solicitor, **DECLARING** that Mathis Street at Madison Road in the Madisonville neighborhood shall hereby receive the honorary, secondary name of “Barnes Brothers Way” in honor of the Barnes Brothers Barbershops, and their lasting impact and dedication of service to the Cincinnati community for over sixty years

**Recommendation** PASS EMERGENCY**Sponsors:** Johnson

29. [202601235](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/8/2026, **APPROVING AND AUTHORIZING** the City Manager to execute a Property Sale and Development Agreement with Plant Press Properties, LLC, for the sale of City-owned real property located at 1318 Boyd Street in the Northside neighborhood of Cincinnati, to facilitate the company’s construction of a two-story duplex consisting of two residential rental units, at an estimated total project cost of approximately \$272,900.

**Recommendation** PASS EMERGENCY**Sponsors:** City Manager

30. [202601239](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 4/8/2026, **AUTHORIZING** the City Manager to execute a Lease with East End Area Council, an Ohio not for profit corporation, pursuant to which the City will lease for a term of one year, with optional renewals of one year each, the City owned property located at 255 Setchell Street in the East End neighborhood of Cincinnati.

**Recommendation** PASS

Sponsors: City Manager

**ANNOUNCEMENTS**

Adjournment

**Date:** April 15, 2026

**To:** Councilmember Meeka Owens  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Resolution – Recognizing Ruby Shuttlesworth Bester**

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Transmitted herewith is a resolution captioned as follows:

**RECOGNIZING** Ruby Fredricka Shuttlesworth Bester and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for Mrs. Shuttlesworth Bester's lifelong legacy of civil rights advocacy and leadership.

EESW/IMD(dbr)  
Attachment  
4910-1118-0193

## RESOLUTION NO. \_\_\_\_\_ - 2026

**RECOGNIZING** Ruby Fredricka Shuttlesworth Bester and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for Mrs. Shuttlesworth Bester's lifelong legacy of civil rights advocacy and leadership.

WHEREAS, Ruby "Ricky" Fredricka Shuttlesworth Bester was born on January 7, 1945, in Mobile, Alabama, as the second daughter of Rev. Fred L. Shuttlesworth and Mrs. Ruby K. Shuttlesworth; and

WHEREAS, between the ages of eleven and sixteen, Mrs. Shuttlesworth Bester endured profound injustice during the Civil Rights Movement, including the bombing of her childhood home on Christmas night in 1953, violence against her family for efforts to desegregate Philips High School, and her arrest at age fifteen for sitting at the front of an interstate bus; and

WHEREAS, Mrs. Shuttlesworth Bester overcame these trials, graduating at the age of sixteen from A.H. Parker High School, and later earning her master's degree in special education from the University of Cincinnati, after which she served for thirty years as a special educator, including 27 years as a department head at Princeton Junior High School; and

WHEREAS, Mrs. Shuttlesworth Bester has traveled extensively to share her experiences in the Birmingham Civil Rights Movement and has spoken at universities including Miami University, Xavier University, and the University of Cincinnati; and

WHEREAS, Mrs. Shuttlesworth Bester has also served in faith-based leadership, including as President of the Cincinnati Missionary Baptist District Association Youth Department and as Greater New Light Baptist Church Youth Department Director; and

WHEREAS, Mrs. Shuttlesworth Bester is presently completing *Eighty-Nine Years: An Inclusive Look at American History... A Work in Progress* and remains forever grateful to the many unsung heroes who have supported her journey; now, therefore,

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

Section 1. That the Mayor and this Council hereby recognize Ruby "Ricky" Fredricka Shuttlesworth Bester for her lifelong legacy of civil rights advocacy and leadership.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to Mrs. Shuttlesworth Bester through the office of Councilmember Meeka Owens.

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Aftab Pureval, Mayor

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

Submitted by Councilmember Meeka Owens



**Mark Jeffreys**  
Councilmember

## **Motion: School Zone Crashes & Speeding**

April 13, 2026

Speeding in school zones remains a problem throughout the City of Cincinnati.

To help City Council understand the scope of the problem and craft potential solutions, WE MOVE that the administration produce a report in the next 60 days on the following:

- A list of all crashes in school zones (public, private, parochial, charter) in 2023, 2024 and 2025.
- Ask the Department of Transportation & Engineering (DOTE) to measure current speeding of cars in school zones before the end of the 2025/26 school year. This should be a randomized measurement of speeding in different school zones both with traffic calming measures and without traffic calming measures.
- An audit of current traffic calming measures in place in school zones.

## **STATEMENT**

DOTE has implemented additional pedestrian safety measures around school zones in the past few years. In order to understand the impact of these measures and what else City Council as policymakers need to do to address continued challenges with speeding, we are asking for this report.

*Mark Jeffreys*

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Councilmember Mark Jeffreys

*Anna Albi*

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Councilmember Anna Albi

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Gregory J. ...

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AH

Date: April 15, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202601225

Subject: **Liquor License – TFOL**

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***FINAL RECOMMENDATION REPORT***

OBJECTIONS: The Cincinnati Police Department

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

APPLICATION: 10013588-1  
PERMIT TYPE: TFOL  
CLASS: D-5  
NAME: OBSESSIOZ LLC  
DBA: NONE LISTED  
4025 HAMILTON AVE  
CINCINNATI OH 45223

As of today's date, the Buildings & Inspections Department has declined to comment on this investigation.

On March 3, 2026, the Northside Community Council was notified and do not object.

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Police Department Recommendation

Objection       No Objection

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Dahkota E. Parish, Assistant City Prosecutor  
Law Department - Recommendation

Objection       No Objection

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: April 21, 2026.

Date: April 15, 2026

To: Mayor and Members of City Council 202601339  
From: Sheryl M. M. Long, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: A Peaceful Block Party**

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In accordance with Cincinnati Municipal Code, Chapter 765; Ashley Harp 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: A Peaceful Block Party  
EVENT SPONSOR/PRODUCER: A Peaceful Block Party  
CONTACT PERSON: Ashley Harp  
LOCATION: 2600 Vine )  
DATE(S) AND TIME(S): 4.20.26 @ 2pm to 8pm  
EVENT DESCRIPTION: A Peaceful Block Party is a block party to celebrate Earth Day. There will be vendors, a DJ who will provide music, and local painters while highlighting the local business on Short Vine Street. A Peaceful Block Party is a gathering for individuals to promote peace.

ANTICIPATED ATTENDANCE: 1500  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS:

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

Date: 4/15/2026

202601340

To: Mayor and Members of City Council  
From: Sheryl M. M. Long, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: Making Strides Against Breast Cancer**

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In accordance with Cincinnati Municipal Code, Chapter 765; Melanie Schmid 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: Making Strides Against Breast Cancer  
EVENT SPONSOR/PRODUCER: American Cancer Society  
CONTACT PERSON: Melanie Schmid  
LOCATION: Yeatman's Cove  
DATE(S) AND TIME(S): 10/17/2026 8:00am—10/17/2026 12:00pm  
EVENT DESCRIPTION: 5k walk and run for the American Cancer Society Making Strides Against Breast Cancer fundraiser  
ANTICIPATED ATTENDANCE: 20,000  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS:

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

Date: 4/15/2026

To: Mayor and Members of City Council  
From: Sheryl M. M. Long, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: (Tusculum Street Fest)**

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In accordance with Cincinnati Municipal Code, Chapter 765; (Tusculum Street Fest) 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: Tusculum Street Fest  
EVENT SPONSOR/PRODUCER: Tusculum Street Fest  
CONTACT PERSON: Debbie Branscum  
LOCATION: Eastern Ave. from Tennyson St. to Carrel St.  
DATE(S) AND TIME(S): 6/20/2026 4:00pm to 11:00pm  
EVENT DESCRIPTION: Family friendly community event to showcase the Columbia Tusculum neighborhood  
ANTICIPATED ATTENDANCE: 2,000  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS: (T.B.D.)

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

Date: April 15, 2026

To: Mayor and Members of City Council  
From: Sheryl M. M. Long, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: Saylor Park Sustains**

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In accordance with Cincinnati Municipal Code, Chapter 765; Jennifer Langdon 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: Saylor Park Sustains  
EVENT SPONSOR/PRODUCER: Saylor Park Sustains  
CONTACT PERSON: Jennifer Langdon  
LOCATION: 6600 Gracely Drive ( Nelson Saylor Memorial Park)  
DATE(S) AND TIME(S): 6.13.26 @ 12pm to 11pm  
EVENT DESCRIPTION: Music, Food trucks, Merchandise Vendors and Instrument Demos.  
ANTICIPATED ATTENDANCE: 1500  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS: To be determined.

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

Date: April 15, 2026

To: Mayor and Members of City Council  
From: Sheryl M. M. Long, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: Closing the Health Gap**

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In accordance with Cincinnati Municipal Code, Chapter 765; Renee Mahaffey-Harris 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: Closing the Health Gap  
EVENT SPONSOR/PRODUCER: Renee Maheffey- Harris  
CONTACT PERSON: Renee Maheffey- Harris  
LOCATION: Washington Park  
DATE(S) AND TIME(S): 4/25/2026 10am to 5pm  
EVENT DESCRIPTION: Closing the Health Gap Expo is a Free Community Event celebrating 21 years of providing free screenings and education to help people live healthy lives.  
ANTICIPATED ATTENDANCE: 10000  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS:

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

Date: April 15, 2026

To: Mayor and Members of City Council 202601341  
From: Sheryl M. M. Long, City Manager  
Subject: **SPECIAL EVENT PERMIT APPLICATION: Northside 4<sup>th</sup> of July Parade**

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In accordance with Cincinnati Municipal Code, Chapter 765; Erica Horton 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: Northside 4<sup>th</sup> of July Parade  
EVENT SPONSOR/PRODUCER: Northside Community Council  
CONTACT PERSON: Erica Horton  
LOCATION: Hamilton Ave, from Ashtree Dr. to Palm Ave  
DATE(S) AND TIME(S): 07/04/2026 12:00pm-07/04/2026 2:00pm  
EVENT DESCRIPTION: Northside's historically infamous 4<sup>th</sup> of July/Independence Day Parade.

ANTICIPATED ATTENDANCE: 4,000  
ALCOHOL SALES:  YES.  NO.  
TEMPORARY LIQUOR PERMIT HOLDER IS:

cc: Lieutenant Colonel Adam D. Hennie, Interim Police Chief

April 15, 2026

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

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

202601347

**Subject: Ordinance –Accepting and Confirming the Grant of a Public Utility Easement at Trailhead Subdivision**

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Attached is an Ordinance captioned:

**ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for “Water Main Easement A” and “Water Main Easement B” which are easements for water mains and related fixtures, equipment, and appurtenances through certain real property in the City of Harrison, Hamilton County, Ohio as designated on the plat entitled Water Line Easement Plat, Trailhead Subdivision, Water Main Phase 1, as recorded in Plat Book 499, Page 59, Hamilton County, Ohio Recorder’s Office.

The Drees Company, a Kentucky corporation, has granted and dedicated public utility easements in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances. This ordinance is to accept the owner’s grant of easements to the City for the water mains and related infrastructure. The Greater Cincinnati Water Works Chief Engineer has examined and approved the Easement Plat as to its technical features and found it to be correct.

The Administration recommends passage of this Ordinance.

cc: Andrea Yang, Executive Director, Greater Cincinnati Water Works

**ACCEPTING AND CONFIRMING** the grant of a public utility easement in favor of the City of Cincinnati for “Water Main Easement A” and “Water Main Easement B” which are easements for water mains and related fixtures, equipment, and appurtenances through certain real property in the City of Harrison, Hamilton County, Ohio as designated on the plat entitled Water Line Easement Plat, Trailhead Subdivision, Water Main Phase 1, as recorded in Plat Book 499, Page 59, Hamilton County, Ohio Recorder’s Office.

WHEREAS, The Drees Company, a Kentucky Corporation, has granted and dedicated public utility easements in favor of the City of Cincinnati for water mains and related fixtures, equipment, and appurtenances through certain real property located in the City of Harrison, Hamilton County, Ohio, being “Water Main Easement A” and “Water Main Easement B” as more particularly depicted and described on the plat entitled Water Line Easement Plat, Trailhead Subdivision, Water Main Phase 1, as recorded in Plat Book 499, Page 59, Hamilton County, Ohio Recorder’s Office (“Easement Plat”); and

WHEREAS, the Greater Cincinnati Water Works Chief Engineer has examined and approved the Easement Plat as to its technical features and found it to be correct; and

WHEREAS, based on the foregoing, the City Manager, upon consultation with the Greater Cincinnati Water Works, recommends that Council accept and confirm the acceptance of the aforementioned public utility easements; now, therefore,

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

Section 1. That the public utility easements granted by The Drees Company, a Kentucky Corporation, to the City of Cincinnati for the construction, installation, reconstruction, operation, maintenance, repair, replacement, modification, and removal of water mains and related fixtures, equipment, and appurtenances through certain real property in the City of Harrison, Hamilton County, Ohio, as more particularly depicted and described as “Water Main Easement A” and “Water Main Easement B” on the plat entitled Water Line Easement Plat, Trailhead Subdivision, Water Main Phase 1, as recorded in Plat Book 499, Page 59, Hamilton County, Ohio Recorder’s Office, and incorporated herein by reference, is hereby accepted and confirmed. The real property encumbered by each public utility easement is more particularly described as follows:

Water Main Easement A

Situated in Section 10, Town 2, Range 1-East, Crosby Township, City of Harrison, Hamilton County, Ohio, and being more particularly described as follows:

Being the lots designated as Open Space B and Lots 14 and 15 of the Trailhead Subdivision, as recorded in Plat Book 501, Pages 35-42, Hamilton County, Ohio Records.

Water Main Easement B

Situated in Section 10, Town 2, Range 1-East, Crosby Township, City of Harrison, Hamilton County, Ohio, and being more particularly described as follows:

Being the lots designated as Open Space B, and Lots 5, 6, 7, 8, 9, and 10 of the Trailhead Subdivision, as recorded in Plat Book 501, Pages 35-42, Hamilton County, Ohio Records.

Section 2. That the City Solicitor shall cause an authenticated copy of this ordinance to be recorded in the Hamilton County, Ohio Recorder's Office.

Section 3. That the proper City officers and officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance.

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

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Aftab Pureval, Mayor

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

April 15, 2026

**To:** Mayor and Members of Council

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

202601348

**Subject: Emergency Ordinance – Police: FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$273,433 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula (ALN 16.738) to support additional Police Visibility Overtime and the Sexual Assault Advocate program contract with Women Helping Women; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Justice Assistance Grant Fund 478x8553, project account no. 25JAG.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$273,433 from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula (ALN 16.738) to support additional Police Visibility Overtime (PVO) and the Sexual Assault Advocate program contract with Women Helping Women (WHW). This Emergency Ordinance further authorizes the Director of Finance to deposit the grant funds into Justice Assistance Grant Fund 478x8553, project account no. 25JAG.

The FY 2025 Edward Byrne Memorial Justice Assistance Grant Program – Local Formula is available through the U.S. Department of Justice (DOJ) to be jointly awarded to the City of Cincinnati and Hamilton County. The City and the County will negotiate a Memorandum of Understanding (MOU) intended to specify that the grant will be divided equally, less a ten percent administrative fee charge to the County by the City, resulting in a total received by the City of up to \$150,388.

There are no new FTEs/full time equivalents associated with this grant, and no matching funds are required.

In order to meet the grant application deadline of April 28, 2026, the City may submit its application prior to receiving the City Council’s approval, but no grant funds will be accepted without prior City Council approval.

Supporting additional Police Visibility Overtime and the Sexual Assault Advocate program is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-158 and 160-162 of Plan Cincinnati (2012).

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

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

**EMERGENCY**

**MSS**

**- 2026**

**AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$273,433 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula (ALN 16.738) to support additional Police Visibility Overtime and the Sexual Assault Advocate program contract with Women Helping Women; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Justice Assistance Grant Fund 478x8553, project account no. 25JAG.

WHEREAS, a grant of up to \$273,433 is available from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2025 Edward Byrne Memorial Justice Assistance Grant Program – Local Formula (ALN 16.738) to be jointly awarded to the City and Hamilton County, Ohio (“County”); and

WHEREAS, if these resources are awarded, the City and the County will negotiate a Memorandum of Understanding specifying that the grant will be divided equally, less a ten percent administrative fee charged to the County by the City, resulting in the City receiving a total of up to \$150,388; and

WHEREAS, the Cincinnati Police Department intends to use these grant resources to support additional Police Visibility Overtime and the Sexual Assault Advocate program contract with Women Helping Women; and

WHEREAS, acceptance of the grant requires no matching funds, and there are no FTEs/full time equivalents associated with the grant; and

WHEREAS, to meet the grant application deadline of April 28, 2026, the City may submit its application prior to receiving Council’s approval, but no grant funds will be accepted without approval by Council; and

WHEREAS, supporting additional Police Visibility Overtime and the Sexual Assault Advocate program is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-158 and 160-162 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$273,433 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula (ALN 16.738) to support additional Police Visibility Overtime and the Sexual Assault Advocate program contract with Women Helping Women.

Section 2. That the Director of Finance is authorized to deposit the grant resources into Justice Assistance Grant Fund 478x8553, project account no. 25JAG.

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

Section 4. That this ordinance shall 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 need to ensure timely acceptance of the grant funds.

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Aftab Pureval, Mayor

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

April 15, 2026

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

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

202601349

**Subject: Ordinance – OES: Hamilton County ReSource Residential Recycling Incentive (RRI) Grant Program**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to apply for a grant of up to \$300,000 from the Hamilton County ReSource Residential Recycling Incentive grant program to provide resources for recycling education and awareness, residential recycling, drop-off recycling, yard waste, food waste, composting, waste reduction, litter collection, and the labor, equipment, and materials to support these efforts.

This Ordinance authorizes the City Manager to apply for a grant of up to \$300,000 from the Hamilton County ReSource Residential Recycling Incentive (RRI) grant program to provide resources for recycling education and awareness, residential recycling, drop-off recycling, yard waste, food waste, composting, waste reduction, litter collection, and the labor, equipment, and materials to support these efforts.

This grant does not require matching resources, and there are no new FTEs/full time equivalents associated with this grant.

The grant application deadline was February 27, 2026, and the City has already applied for the grant. No grant funds will be accepted without approval by the City Council.

Providing resources for waste diversion programs is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181 – 185 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



**AUTHORIZING** the City Manager to apply for a grant of up to \$300,000 from the Hamilton County ReSource Residential Recycling Incentive grant program to provide resources for recycling education and awareness, residential recycling, drop-off recycling, yard waste, food waste, composting, waste reduction, litter collection, and the labor, equipment, and materials to support these efforts.

WHEREAS, a grant of up to \$300,000 is available from the Hamilton County ReSource Residential Recycling Incentive grant program to provide resources for recycling education and awareness, residential recycling, drop-off recycling, yard waste, food waste, composting, waste reduction, litter collection, and the labor, equipment, and materials to support these efforts; and

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

WHEREAS, the grant application deadline was February 27, 2026, and the City has already applied for the grant, but no grant funds will be accepted without approval by Council; and

WHEREAS, providing resources for waste diversion programs is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption” as described on pages 181 – 185 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for a grant of up to \$300,000 from the Hamilton County ReSource Residential Recycling Incentive grant program to provide resources for recycling education and awareness, residential recycling, drop-off recycling, yard waste, food waste, composting, waste reduction, litter collection, and the labor, equipment, and materials to support these efforts.

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

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

Passed: \_\_\_\_\_, 2026

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Aftab Pureval, Mayor

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

April 15, 2026

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

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

202601351

**Subject: Ordinance – DOTE: Red Bank Road COTF Grant**

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Attached is an Ordinance captioned:

**ESTABLISHING** new capital improvement program project account no. 980x232x262397, “Red Bank Rd PID 86461 COTF Grant,” to support construction of a shared-use path for bicycles and pedestrians along the west side of Red Bank Road from Hetzel Street to Duck Creek Road in the Madisonville neighborhood; **AUTHORIZING** the City to accept and appropriate a Clean Ohio Trails Fund (“COTF”) grant of up to \$500,000 from the Ohio Department of Natural Resources (“ODNR”) to newly established capital improvement program project account no. 980x232x262397, “Red Bank Rd PID 86461 COTF Grant”; **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x232x262397, “Red Bank Rd PID 86461 COTF Grant”; and **AUTHORIZING** the City Manager to cooperate with the Director of the ODNR to enter into agreements and take all actions necessary to receive and administer the grant and complete the project.

Approval of this Ordinance authorizes the following:

1. The establishment of capital improvement program project account no. 980x232x262397, “Red Bank Rd PID 86461 COTF Grant,” to support construction of a shared-use path for bicycles and pedestrians along the west side of Red Bank Road from Hetzel Street to Duck Creek Road in the Madisonville neighborhood.
2. The City Manager to accept and appropriate a Clean Ohio Trails Fund (COTF) grant of up to \$500,000 from the Ohio Department of Natural Resources (ODNR).
3. The Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x232x262397, “Red Bank Rd PID 86461 COTF Grant”.

On April 12, 2023, the City Council passed Ordinance No. 0120-2023 authorizing the City Manager to apply for a Clean Ohio Trails Fund (“COTF”) grant of up to \$500,000 awarded through the Ohio Department of Natural Resources. On December 21, 2024, ODNR awarded the City a grant of up to \$500,000 to fund construction of the Red Bank Road shared-use path along the west side of Red Bank Road from Hetzel Street to Duck Creek Road in the Madisonville neighborhood.

The City of Cincinnati will be responsible for maintaining the shared-use path in a safe and functional condition throughout its life, including vegetation control, trash removal, routine inspections, minor signage and markings maintenance, pavement upkeep and spot repairs, drainage corrections, and snow and ice control.

The Clean Ohio Trails Fund grant requires matching resources of up to \$166,667, which will be covered by capital improvement program project account no. 980x233x252310, "Red Bank Rd Shared Use Path," future capital budget accounts, or other eligible grant resources. There are no new FTEs/full time equivalents associated with this grant.

Constructing the Red Bank Road shared-use path is in accordance with the "Connect" goal to "[d]evelop an efficient multi-modal transportation system that supports neighborhood livability" as well as the strategies to "[e]xpand options for non-automotive travel" and "[p]lan, design, and implement a safe and sustainable transportation system" as described on pages 129-137 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

**ESTABLISHING** new capital improvement program project account no. 980x232x262397, “Red Bank Rd PID 86461 COTF Grant,” to support construction of a shared-use path for bicycles and pedestrians along the west side of Red Bank Road from Hetzel Street to Duck Creek Road in the Madisonville neighborhood; **AUTHORIZING** the City to accept and appropriate a Clean Ohio Trails Fund (“COTF”) grant of up to \$500,000 from the Ohio Department of Natural Resources (“ODNR”) to newly established capital improvement program project account no. 980x232x262397, “Red Bank Rd PID 86461 COTF Grant”; **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 980x232x262397, “Red Bank Rd PID 86461 COTF Grant”; and **AUTHORIZING** the City Manager to cooperate with the Director of the ODNR to enter into agreements and take all actions necessary to receive and administer the grant and complete the project.

WHEREAS, on April 12, 2023, Council passed Ordinance No. 120-2023 authorizing the City Manager to apply for a Clean Ohio Trails Fund (“COTF”) grant of up to \$500,000 awarded through the Ohio Department of Natural Resources (“ODNR”); and

WHEREAS, on December 21, 2024, ODNR awarded the City a grant of up to \$500,000 to fund construction of the Red Bank Road shared-use path along the west side of Red Bank Road from Hetzel Street to Duck Creek Road in the Madisonville neighborhood; and

WHEREAS, the grant requires matching resources of up to \$166,667, to be provided from capital improvement program project account no. 980x233x252310, “Red Bank Rd Shared Use Path,” future capital budget projects, or other eligible grant resources; and

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

WHEREAS, the City will be responsible for maintaining the shared-use path in a safe and functional condition throughout its life, including vegetation control, trash removal, routine inspections, minor signage and markings maintenance, pavement upkeep and spot repairs, drainage corrections, and snow and ice control; and

WHEREAS, constructing the Red Bank Road shared-use path is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” as well as the strategies to “[e]xpand options for non-automotive travel” and “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 129-137 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x232x262397, “Red Bank Rd PID 86461 COTF Grant,” to assist

with the construction of the Red Bank Road shared-use path for bicycles and pedestrians along the west side of Red Bank Road from Hetzel Street to Duck Creek Road in the Madisonville neighborhood.

Section 2. That the City Manager is authorized to accept and appropriate a Clean Ohio Trails Fund (“COTF”) grant of up to \$500,000 awarded through the Ohio Department of Natural Resources (“ODNR”) to the newly established capital improvement program project account no. 980x232x262397, “Red Bank Rd PID 86461 COTF Grant.”

Section 3. That the Director of Finance is authorized to deposit the grant resources into newly established capital improvement program project account no. 980x232x262397, “Red Bank Rd PID 86461 COTF Grant.”

Section 4. That the City Manager is authorized to do all things necessary to cooperate with the Director of the ODNR to complete this project, including but not limited to entering into any agreements necessary for the receipt and administration of the ODNR grant resources.

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

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

Passed: \_\_\_\_\_, 2026

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Aftab Pureval, Mayor

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

Clerk  
4913-4374-3134, v. 5

April 15, 2026

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

**From:** Sheryl M. M. Long, City Manager 202601353

**Subject: Ordinance – Modifying CMC Chapter 606 – Rabies Vaccinations for Dogs**

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Attached is an Ordinance captioned:

**MODIFYING** the provisions of Chapter 606, "Rabies Vaccinations for Dogs," of the Cincinnati Municipal Code ("CMC") by **ORDAINING** new Sections 606-1-B, "Bite," 606-1-C, "Cat," 606-1-F, "Ferret," 606-1-P, "Police dog," 606-1-Q1, "Quarantine," 606-1-Q2, "Quarantine period," 606-13, "Duties After Dog, Cat, or Ferret Bites Person," 606-15, "Abatement by the Board of Health," and 606-17, "Costs of Quarantine, Examination, and Destruction of Rabid Animals"; and **AMENDING** Sections 606-1-D, "Dog," 606-1-V, "Veterinarian," 606-3, "Vaccination of Dogs," 606-7, "Duty of Veterinarian," 606-9, "Tag to be Attached to Dog, Cat, or Ferret and Rabies Vaccination Certificate Retained by Owner," 606-11, "Exceptions," and 606-99, "Penalties"; **MODIFYING** the provisions of Chapter 601, "General Provisions," of the CMC by **ORDAINING** new Section 601-35, "Injunctive Relief and Abatement Costs"; and **MODIFYING** the provisions of Title XV, "Code Compliance and Hearings," of the CMC by **AMENDING** Sections 1501-7, "Class C Civil Offenses," and 1501-9, "Class D Civil Offenses."

Cc: Dr. Grant Mussman, Health Commissioner

**MODIFYING** the provisions of Chapter 606, “Rabies Vaccinations for Dogs,” of the Cincinnati Municipal Code (“CMC”) by **ORDAINING** new Sections 606-1-B, “Bite,” 606-1-C, “Cat,” 606-1-F, “Ferret,” 606-1-P, “Police dog,” 606-1-Q1, “Quarantine,” 606-1-Q2, “Quarantine period,” 606-13, “Duties After Dog, Cat, or Ferret Bites Person,” 606-15, “Abatement by the Board of Health,” and 606-17, “Costs of Quarantine, Examination, and Destruction of Rabid Animals”; and **AMENDING** Sections 606-1-D, “Dog,” 606-1-V, “Veterinarian,” 606-3, “Vaccination of Dogs,” 606-7, “Duty of Veterinarian,” 606-9, “Tag to be Attached to Dog, Cat, or Ferret and Rabies Vaccination Certificate Retained by Owner,” 606-11, “Exceptions,” and 606-99, “Penalties”; **MODIFYING** the provisions of Chapter 601, “General Provisions,” of the CMC by **ORDAINING** new Section 601-35, “Injunctive Relief and Abatement Costs”; and **MODIFYING** the provisions of Title XV, “Code Compliance and Hearings,” of the CMC by **AMENDING** Sections 1501-7, “Class C Civil Offenses,” and 1501-9, “Class D Civil Offenses.”

WHEREAS, Chapter 606 of the Cincinnati Municipal Code currently mandates that all dogs within Cincinnati must be vaccinated against rabies; and

WHEREAS, rabies is a deadly viral disease in humans if medical care is not received before symptoms appear; and

WHEREAS, rabies spreads to humans and pets primarily through bites and scratches from an infected animal; and

WHEREAS, an infected animal can transmit the virus even if it does not show immediate signs of illness; and

WHEREAS, the Centers for Disease Control and Prevention report that rabies control measures have significantly reduced rabies as a public health threat in the United States; and

WHEREAS, a ten-day quarantine period allows for observation of potential rabies symptoms, preventing the unnecessary euthanasia of healthy pets to test for the rabies virus; and

WHEREAS, Ohio Revised Code (“R.C.”) Section 955.261 authorizes the Cincinnati Board of Health to impose quarantines for dogs that bite humans; and

WHEREAS, R.C. Section 955.221 further authorizes Council to regulate dog control; and

WHEREAS, R.C. Sections 3709.20 and 3709.22 further authorize the Board of Health to take necessary steps to protect public health and prevent disease, including the implementation of orders and regulations; and

WHEREAS, Council desires to provide the Cincinnati Board of Health with flexible enforcement options to protect public health and ensure that any costs or expenses incurred in achieving compliance are recouped by the public; and

WHEREAS, Council finds that further protecting public health, safety, and general welfare requires the quarantine of any dog, cat, or ferret that bites a person and potentially exposes a person to rabies, ensuring the virus is not transmitted to humans; and

WHEREAS, Council finds that it is in the best interest of the public health, safety, and general welfare to provide a civil enforcement remedy to the Cincinnati Health Department to expeditiously respond to dog, cat, and ferret bites; now, therefore,

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

Section 1. That new Sections 606-1-B, “Bite,” 606-1-C, “Cat,” 606-1-F, “Ferret,” 606-1-P, “Police dog,” 606-1-Q1, “Quarantine,” 606-1-Q2, “Quarantine period,” 606-13, “Duties After Dog, Cat, or Ferret Bites Person,” 606-15, “Abatement by the Board of Health,” and 606-17, “Costs of Quarantine, Examination, and Destruction of Rabid Animals,” of Chapter 606, “Rabies Vaccinations for Dogs,” of the Cincinnati Municipal Code (“CMC”) are ordained as follows:

**Sec. 606-1-B. Bite.**

“Bite” or “Bites” means any bite, injury, wound, cut, scrape, abrasion, or puncture that breaks the skin caused by an animal.

**Sec. 606-1-C1. Cat.**

“Cat” means any domestic feline animal of the species *Felis catus*.

**Sec. 606-1-F. Ferret.**

“Ferret” means any member of the subspecies *Mustela putorius furo*.

**Sec. 606-1-P1. Police dog.**

“Police dog” has the same definition as in CMC Section 701-1-P1.

**Sec. 606-1-Q1. Quarantine.**

“Quarantine” shall mean that the owner, keeper, or harbinger of any dog, cat, or ferret shall keep it confined in an enclosure that precludes direct contact with people or other animals at a suitable location in the City approved in writing by the Board of Health, including on the premises of the owner, keeper, or harbinger; in a pound; shelter; or state-licensed kennel.

**Sec. 606-1-Q2. Quarantine period.**

“Quarantine period” shall mean the duration of time ordered by the Board of Health to ensure that the animal is not afflicted with rabies and until the animal has a rabies vaccination. Notwithstanding, no quarantine period for a dog, cat, or ferret that bites a person shall be less than ten days.

**Sec. 606-13. Duties After Dog, Cat, or Ferret Bites Person.**

- (a) No owner, keeper, or harbinger of a dog, cat, or ferret shall knowingly fail to report any bite of a person by the animal within 24 hours to the Board of Health.
- (b) No owner, keeper, or harbinger of a dog, cat, or ferret who has bitten a person shall fail to immediately quarantine the animal for the quarantine period ordered by the Board of Health.
  - 1. The owner, keeper, or harbinger of a dog, cat, or ferret in quarantine shall immediately notify the Board of Health of the location of the quarantine.
  - 2. No owner, keeper, or harbinger of a dog, cat, or ferret in quarantine shall transfer the animal except to the county dog warden or any other animal control authority. The owner, keeper, or harbinger shall notify the Board of Health prior to the transfer.
  - 3. No person shall knowingly remove a dog, cat, or ferret from the jurisdiction where the bite occurred during the quarantine.
- (c) The owner, keeper, or harbinger shall immediately notify the Board of Health of any signs of illness of a dog, cat, or ferret during a quarantine.
- (d) An owner, keeper, or harbinger of a dog, cat, or ferret in quarantine shall report the death of the animal to the Board of Health. No person shall fail to comply with an order to deliver the animal’s remains to the Board of Health.
- (e) No person shall knowingly cause the death of a dog, cat, or ferret during the animal’s quarantine except by order by the Board of Health or to prevent injury or death.
- (f) No owner, keeper, or harbinger of a dog, cat, or ferret in quarantine shall fail to comply with an order by the Board of Health to submit the animal to an examination or testing for rabies or to report the results of the examination.
- (g) This Section does not apply to a police dog that is under the care of a veterinarian or has bitten a person while the police dog is being used for law enforcement, corrections, prison or jail security, or investigative purposes. If a police dog exhibits signs of illness or abnormal behavior after biting a person, the keeper or harbinger of a police dog shall notify the Board of Health and comply with any order by the Board of Health for an examination or testing for rabies of the police dog by a veterinarian.

**Section 606-15. Abatement by Board of Health.**

The Board of Health may seize any animal subject to the provisions of this Chapter, Ohio Revised Code Chapter 955, Ohio Administrative Code Chapter 3701-3, or any related or successor statutes, ordinances, or regulations to ensure compliance, abate any public nuisance or threatened public nuisance, or to correct or avoid any threat to public health, safety, or welfare.

**Section 606-17. Costs of Quarantine, Examination, and Destruction of Rabid Animals.**

The owner, keeper, or harbinger of an animal shall bear all costs associated with compliance with the requirements of this Chapter, Ohio Revised Code Chapter 955, Ohio Administrative Code Chapter 3701-3, or any related or successor statutes, ordinances, or regulations. The Board of Health may collect from the owner, keeper, or harbinger of an animal subject to this Chapter any cost or expense incurred with abatement or compliance including but not limited to investigation, vaccination, transportation, boarding, quarantine, examination, testing, euthanizing or destruction of an animal, administrative or support staff fees, attorney’s fees, or court costs.

The Board of Health may invoice the costs to the responsible party and request the City Solicitor commence a civil action to collect any unpaid debts.

Section 2. That Sections 606-1-D, “Dog,” 606-1-V, “Veterinarian,” 606-3, “Vaccination of Dogs,” 606-7, “Duty of Veterinarian,” 606-9, “Tag to be Attached to Dog Rabies Vaccination Certificate Retained by Owner,” 606-11, “Exceptions,” and 606-99, “Penalties,” of the CMC are amended as follows:

**Chapter 606 – RABIES VACCINATIONS FOR DOGS AND QUARANTINES**

**Sec. 606-1-D. Dog.**

“Dog” shall include any domesticated animal of the *canis familiaris* species ~~dogs~~ of either sex ~~more than~~ at least three months of age.

**Sec. 606-1-V. Veterinarian.**

“Veterinarian” shall mean any person licensed to practice the profession of veterinary medicine in the state in which the veterinarian practices veterinarian medicine ~~in the State of Ohio.~~

**Sec. 606-3. Vaccination of Dogs, Cats, and Ferrets.**

It shall be the duty of every person who owns or harbors a dog, cat, or ferret ~~or dogs~~ in the ~~City~~ City of Cincinnati to have such dog, cat, or ferret ~~or dogs~~ inoculated by a veterinarian with a rabies vaccine so that the dog, cat, or ferret is continually protected against rabies by having the dog, cat, or ferret revaccinated as necessary; provided, however, that dogs, cat, or ferret shall not be required to be vaccinated before reaching the age of three months.

No person shall fail to have such dog or dogs inoculated.

**Sec. 606-7. Duty of Veterinarian.**

It shall be the duty of each veterinarian, when inoculating a dog, cat, or ferret with anti-rabic vaccine, to complete the rabies vaccination certificate as recommended by the National Association of State Public Health Veterinarians, Inc., or its equivalent containing the same information as such, and without delay, distribute a copy of the certificate to the dog, cat, or ferret owner or harborer. A copy shall be retained by the veterinarian.

At the time of the inoculation of any dog, cat, or ferret, the veterinarian shall also deliver to the owner or harborer of said dog, cat, or ferret a durable rabies vaccination tag, as evidence of such inoculation with anti-rabic vaccine.

**Sec. 606-9. Proof of Vaccination Status, Tag to be Attached to Dog and Rabies Vaccination Certificate Retained by Owner.**

~~Every owner or harborer of a dog, cat, or ferret, shall retain or provide proof of vaccination status to the Board of Health. In the absence of proof submitted to the Board of Health, the animal shall be presumed to be unvaccinated. upon obtaining the tag from a veterinarian, shall immediately attach the tag to the collar or harness of said dog to be worn by said dog at all times. The certificate obtained from the veterinarian shall be retained by the owner or harborer of such for inspection by the officials of the health and police department at all times.~~

**Sec. 606-11. Exceptions.**

The requirement imposed by Section 606-3 shall not apply to dogs, cats, or ferrets kept by regularly chartered medical colleges or other educational or scientific institutions to be used for scientific purposes or to dogs, cats, or ferrets kept in licensed breeding kennels and confined to the premises at all times and to dogs, cats, or ferrets brought to the eCity for exhibition purposes at any dog, cat, or ferret show, provided a permit for the holding of such show is obtained from the bBoard of hHealth.

**Sec. 606-99. Penalties.**

- (a) ~~Whoever violates any provision of this eChapter shall be fined not more than \$109 commits a Class C Civil Offense as defined by Section 1501-7 of the Cincinnati Municipal Code.~~
- (b) ~~Whoever violates any provision of this Chapter for a second time in one year or less commits a Class D Civil Offense as defined by Section 1501-9 of the Cincinnati Municipal Code.~~

Section 3. That new Section 601-35, “Injunctive Relief and Abatement Costs,” of the CMC is ordained as follows:

**Section 601-35. Injunctive Relief and Abatement Costs.**

- (a) In addition to any other remedy available under the law, any person who has violated, threatens to violate, or committed chronic violations of any law, statute, ordinance, regulation, rule, code, or order that the Board of Health or its designee is charged to enforce shall be enjoined. The court may fashion whatever relief is appropriate to ensure compliance or to maintain or restore public health, safety, and welfare including, but not limited to, civil penalties, contempt, or appointment of a receiver. The City Solicitor may commence a civil action to obtain relief upon request by the Board of Health or its designee.
- (b) Any person who fails to comply with any law, statute, ordinance, regulation, rule, code, or order that the Board of Health or its designee is charged to enforce shall pay any cost or expense incurred by the Board of Health or its designee to achieve compliance or abatement of the hazard. If the person fails to pay a cost or expense after notice, the debt may be collected using any remedy available at law including, but not limited to commencing a civil action to obtain a judgment; or placing a lien on benefited real property in accordance with the process set forth in Ohio Revised Code Sections 715.26, 715.261, and 731.54 or any successor sections.

Section 4. That Section 1501-7, “Class C Civil Offenses,” and 1501-9, “Class D Civil Offenses” of the CMC are amended as follows:

**Sec. 1501-7. - Class C 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 § 1501-99 for a Class C 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 § 1501-15 that the violation has been corrected. 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 § 1501-99 and is not subject to reduction for correction of the violation.

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

			Civil Fine for Subsequent Offense
(1)	§ 514-15	Violation and Revocation	Class D
(2)	§ 602-1	Permitting Unclean Habitations	Class D

			Civil Fine for Subsequent Offense
(3)	§ 602-7	Vacation of Unsanitary Premises	Class D
(4)	§ 604-5	All Improved Premises to be Rat-Proofed	Class D
(5)	<del>§ 606-3</del> Chapter 606	<u>Rabies Vaccination and Quarantines of Dogs</u>	Class D
(6)	Chapter 743	Urban Forestry	Class D
(7)	§ 747-3	Limited Franchise Permit Required	Class D
(8)	§ 802-5(G)	Regulation of Recycled Content Paper Bags and Reusable Bags	Class D
(9)	§ 802-7	Reporting on Distribution of Bags and Collection of Charges	Class D
(10)	§ 869-7	Wrecking License Required	Class D
(11)	§ 1201-1	Cincinnati Fire Prevention Code	Class C
(12)	§ 1201-57	Permits	Class C
(13)	Chapter 1203	Motor Equipment in Places of Assembly	Class C
(14)	Chapter 1207	Drills	Class C
(15)	§ 1209-3	Hazardous Existing Electrical Wiring and Equipment	Class C
(16)	Chapter 1211	Fire Extinguishers	Class C
(17)	§ 1219-11	Flameproof Decorations	Class C
(18)	§ 1219-25	Chimneys and Fireplaces	Class C
(19)	§ 1219-31	Air Conditioning	Class C
(20)	§ 1219-35	Residential Storage	Class C
(21)	§ 1219-43	Fire Escapes	Class C

			Civil Fine for Subsequent Offense
(22)	§ 1219-57	Restrictions on Parking Motor Vehicles	Class C
(23)	§ 1219-61	Shaftways	Class C
(24)	§ 1219-63	Inspection, Safety Provisions	Class C
(25)	§ 1219-65	Location of Exits	Class C
(26)	§ 1219-67	Interior Stairway Doors	Class C
(27)	Chapter 1227	Storage, General Requirements	Class C
(28)	§ 1229-3	Water Flow Requirements	Class C
(29)	§ 1229-9	Private Fire Hydrants	Class C
(30)	§§ 723-5, 723-19	Structures in the Public Right-of-Way	Class D
(31)	§§ 723-44, 723-50	Mobile Food Vending	Class C
(32)	§ 723-24	Bike Share Stations	Class C

(b) Class C Civil Offense With Civil Fines Not Subject to 50% Reduction to Correction for Violation:

			Civil Fine for Subsequent Offense
(1)	Chapter 404	Electricity	Class D
(2)	Chapter 405	Telegraph and Telephone	Class D
(3)	Chapter 414	Valet Parking	Class D
(4)	§ 506-63	Driving on Sidewalk Area	Class D
(5)	§ 506-64	Driving on New Pavement	Class D

			Civil Fine for Subsequent Offense
(6)	§ 718-23	Unlawful Private Use of Streets	Class D
(7)	§ 721-71	Permits for Sidewalk Construction	Class D
(8)	§ 721-81	Sidewalk Construction Without Permit Unlawful	Class D
(9)	§ 729-73	Discharging Noisome Substances	Class D
(10)	§ 729-83	Refrigerators, Abandoning	Class C
(11)	§ 729-89(d)	Improper Disposal of Construction Debris or Hazardous Waste	Class D
(12)	§ 1215-3	Safe Practices	Class C
(13)	§ 1219-17	Misuse of Fire Protection Equipment	Class C
(14)	§ 1231-9	Tampering with Fire Hydrants	Class C
(15)	§ 1231-13	Unlicensed Use of Fire Hydrants Prohibited	Class C
(16)	§ 701-2(B)(2)	Leash Required; Responsibility for Injury ( <i>Menacing Fashion</i> )	Class C
(17)	§ 701-2(B)(3)	Leash Required; Responsibility for Injury ( <i>Injury</i> )	Class C
(18)	§ 856-25(b)	Failure to Obtain a Short Term Rental Registration	Class D
(19)	§ 856-25(e)	Failure of Short Term Rental Housing Platform to Comply with Obligations	Class D

**Sec. 1501-9. Class D 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 § 1501-99 for a Class D 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 § 1501-15 that the violation has been corrected. 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, which fine is specified in § 1501-99 and is not subject to reduction for correction of the violation.

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

			Civil Fine for Subsequent Offense
(1)	§ 720-13	Private Facilities	Class E
(2)	§ 720-45	Notice of Violations	Class E
(3)	§ 720-69	Notice to Correct Drainage	Class E
(4)	Chapter 855	Rooming Houses	Class D
(5)	Chapter 895	Outdoor Advertising Signs	Class D
(6)	Chapter 1101	Administration, Cincinnati Building Code	Class E
(7)	Chapter 1106	General and Specialty Contractors	Class E
(8)	Chapter 1107	Elevator and Conveyer Equipment	Class E
(9)	Chapter 1117	Housing Code	Class E
(10)	Chapter 1119	Building Hazard Abatement Code	Class E
(11)	Chapter 1127	General Inspection Programs Code	Class E
(12)	Title XIV	Zoning Code	Class E
(13)	§ 1201-21	Maintenance	Class D
(14)	§ 1201-33	Evacuation	Class D
(15)	§ 1201-35	Spills and Leaks	Class D
(16)	Chapter 1235	Detectors, Early Fire Warning Systems	Class D
(17)	§ 1123-11(a)	Vacant Foreclosed Property Registration - Failure to register a vacant, foreclosed property.	Class E
(18)	§ 874-07(a)	Failure to Register Residential Rental Property	Class D

(19)	Chapter 1109	Flood Damage Reduction	Class E
(20)	§ 871-14	Landlord's Obligation to Provide Tenant Relocation Assistance	Class D

(b) Class D Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 718-25	Secret Street Uses	Class E
(2)	§ 721-59	Taking Material from Streets	Class E
(3)	§ 729-71(c)(2)	Personal Property Left Abandoned on Streets and Sidewalks - 4 or more items	Class D
(4)	§ 761-14	Eviction or Retaliation by Landlord	Class E
(5)	Chapter 891	Home Improvement	Class E
(6)	§ 1201-47	Failure to Comply with Orders	Class D
(7)	§ 1219-21	Causing Fire Through Negligence	Class D
(8)	Chapter 1251	Fire Starting Apparatus	Class D
(9)	§ 759-4	Use of a Motor Vehicle to Facilitate a Drug Related Crime	Class D
(10)	Chapter 722	Management and Control of the Use of the City Right-of-Way	Class E
(11)	Chapter 730	Commercial Waste Franchises	
(12)	§ 856-25(c)	Violation of Limitations on Operators or Operation of Short Term Rentals	Class D
(13)	§ 1125-17(1)	Failure to Register a Vacant Building	Class E
(14)	§ 1601-57	Enforcement of Emergency Orders	Class D
(15)	§ 1601-59	Enforcement of Health Orders	Class D
(16)	§ 723-79	Failure to Obtain Streetcar Power-Down or Shutdown Work Permit	Class D

(17)	Chapter 811	e-Scooter Rental Franchises	Class D
(18)	§ 915-7	Mandatory Reporting of Loss or Theft of Firearm or Dangerous Ordinance	Class D
(19)	<u>Chapter 606</u>	<u>Rabies Vaccinations and Quarantines</u>	<u>Class D</u>

Section 5. That the proper City officials are authorized to do all things necessary and proper to comply with the provisions of Sections 1 to 4.

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

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Aftab Pureval, Mayor

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

\_\_\_\_\_  
Deletions are indicated by strikethrough; additions are indicated by underline.

April 15, 2026

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

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

202601367

**Subject: Ordinance – Public Parking Lot & Garage License Updates**

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Attached is an Ordinance captioned:

**MODIFYING** the provisions of Chapter 413, “Parking Garages and Parking Lots,” of the Cincinnati Municipal Code (“CMC”) by **ORDAINING** new Section 413-35, “Hardship Reductions and Exemptions,” by **AMENDING** Sections 413-17, “Walls or Fences Surrounding Parking Lots,” 413-19, “Posting of Signs,” 413-21, “Parking Payment Tickets,” 413-23, “Removal of Vehicles, Unauthorized Use,” 413-27, “Protection Against Theft or Conversion,” 413-28, “Reports as to Vehicles Stored More Than Seventy-Two Hours,” 413-29, “Sanitary Conditions,” 413-41, “Rules and Regulations,” and 413-99, “Penalties;” and **MODIFYING** the provisions of Title XV, “Code Compliance and Hearings,” of the CMC by **AMENDING** Sections 1501-8, “Class C1 Civil Offenses,” 1501-11, “Class E Civil Offenses,” 1501-14, “Class E1 Civil Offenses,” and 1501-18, “Class E3 Civil Offenses,” to establish clear standards for licensed parking garages and parking lots to provide for the safety, security, and welfare of the pedestrian public and persons using parking garages and parking lots; reduce crime; and prevent predatory practices and conduct.

### **BACKGROUND**

In 1962 the City established a licensing requirement and associated standards for privately owned parking lots and garages within the City. As a condition of operating a public parking lot/garage under the licensing program, each licensee must meet established standards for security, barrier control, signage and other similar requirements. The Department of Public Services, Parking Division assumed management of this program in 2024 and has been working to update the licensing program requirements to ensure the license requirements are up to date with best practices.

### **PROGRAM CHANGES**

The proposed updates to the program are to meet the following goals:

1. Deter incidences of crime within publicly offered parking lots/garages
2. Protect customers, pedestrians and private property.
3. Ensure clear terms and conditions for the public utilizing publicly offered parking lots and garages.

To achieve these goals, the proposed updates to the licensing program are as follows.

- New Standards for Lighting – The proposed update will add a requirement for illumination to meet the National Parking Association’s recommendations for illumination for parking lots and garages. This will expand the licensing requirements security requirements.
- New Standards for Staffing or Security Cameras – The proposed update will add a requirement that parking lot and garage operators must have staff present during all hours of operation or must install security cameras that are either live monitored, registered with CONNECT CINCINNATI or integrated through CONNECT CINCINNATI.
- Updated Standards for Perimeter Barriers/Landscaping – The proposed update will expand the existing perimeter barrier requirement. The current requirement includes a vehicular barrier on all sides of the parking lot/garage to ensure that adjacent buildings are protected, cars do not hang onto the side walk or adjacent street and cars cannot leave the parking lot other than the designated entrance and exit. The proposed update will require that the perimeter barrier also limits pedestrians from entering and exiting the parking lot/garage at locations other than the designated entrance and exit.
- Updated Standards for Signage – The proposed update would ensure signage stating business rules, contact information for the operator and parking rates are placed at specific locations within each licensed facility. The update will also require where a customer is not furnished with a parking payment ticket upon entrance, the lot or garage will have signage indicating how the customer can pay for parking.
- Updated Standards for Removal of Vehicles (Towing, Booting, Transfer Stations) – The proposed change would prohibit towing or vehicle immobilization within the first twenty minutes of a vehicle’s arrival at a lot or garage. It would also require monthly reporting on the details of vehicles that have been towed or immobilized at each parking garage or lot in the past month.
- Updated Standards for Property Conditions – The proposed update clarifies that when removing snow from parking lots and garages it cannot be pushed into the adjacent sidewalk or street. Licensees will continue to be required to clear the sidewalks of ice, sleet and snow.

The Ordinance also contains an updated fine schedule for violations of the licensure requirements and process for seeking reductions or exemptions from certain licensure requirements. The Ordinance contains a six month grace period from the effective date of the ordinance to allow licensees time to ensure their operations comply with the licensure requirements. During this grace period, Parking Enforcement will provide inspections of licensed facilities and provide them with feedback on their facility’s adherence to the licensure requirements.

### **RECOMMENDATION**

The Administration recommends approval of this Ordinance.

Attachment: Ordinance

Copy: Mark A. Riley, Director, Public Services

**MODIFYING** the provisions of Chapter 413, “Parking Garages and Parking Lots,” of the Cincinnati Municipal Code (“CMC”) by **ORDAINING** new Section 413-35, “Hardship Reductions and Exemptions,” by **AMENDING** Sections 413-17, “Walls or Fences Surrounding Parking Lots,” 413-19, “Posting of Signs,” 413-21, “Parking Payment Tickets,” 413-23, “Removal of Vehicles, Unauthorized Use,” 413-27, “Protection Against Theft or Conversion,” 413-28, “Reports as to Vehicles Stored More Than Seventy-Two Hours,” 413-29, “Sanitary Conditions,” 413-41, “Rules and Regulations,” and 413-99, “Penalties”; and **MODIFYING** the provisions of Title XV, “Code Compliance and Hearings,” of the CMC by **AMENDING** Sections 1501-8, “Class C1 Civil Offenses,” 1501-11, “Class E Civil Offenses,” 1501-14, “Class E1 Civil Offenses,” and 1501-18, “Class E3 Civil Offenses,” to establish clear standards for licensed parking garages and parking lots to provide for the safety, security, and welfare of the pedestrian public and persons using parking garages and parking lots; reduce crime; and prevent predatory practices and conduct.

WHEREAS, Chapter 413 of the Cincinnati Municipal Code, “Parking Garages and Parking Lots,” requires persons to first obtain a license to operate paid-for parking facilities, providing an effective means of ensuring such businesses operate in a manner as to ensure the safety, security, and welfare of the citizens of Cincinnati; and

WHEREAS, the City has the authority under its police powers and home rule authority to regulate business operations within its municipal boundaries to protect the public health, safety, and general welfare; and

WHEREAS, paid-for parking garages and parking lots constitute commercial enterprises that generate significant vehicular traffic, pedestrian activity, and economic activity within the City, thereby necessitating reasonable regulation to ensure orderly and safe operations; and

WHEREAS, the City has a compelling interest in managing traffic congestion, traffic circulation patterns, and the flow of vehicles on public streets, and unregulated parking facilities can contribute to traffic hazards, gridlock, and unsafe conditions on adjacent roadways; and

WHEREAS, the regulation of paid-for parking facilities is necessary to protect consumers from deceptive, misleading, or predatory pricing practices, including hidden fees, unclear parking rates, and failure to clearly disclose rates prior to entry; and

WHEREAS, parking garages and parking lots that are poorly maintained, inadequately lit, or insufficiently secured pose serious risks to public safety, including the risk of increased crime, personal injury, and property damage to patrons and their vehicles; and

WHEREAS, the City has an interest in ensuring that paid parking facilities provide adequate accessibility for persons with disabilities in compliance with applicable federal, state, and local law, including the Americans with Disabilities Act; and

WHEREAS, the City Council finds that the regulation of paid parking garages and parking lots is a reasonable and necessary exercise of the City’s legislative authority, and that the benefits of such regulation substantially outweigh any burden imposed upon affected businesses; and

WHEREAS, when parking garage and parking lot operators do not comply with the license requirements of the Cincinnati Municipal Code, the public at large, their patrons, and other parking garage and parking lot licensees are injured, so as a result, these operators should be held accountable for their actions and such penalties should be enough to deter the violations; and

WHEREAS, Council wishes to modify the requirements for such license holders to ensure parking facilities meet reasonable standards that advance the health, safety, and welfare of the citizens of Cincinnati by preventing predatory practices, reducing criminal activity, and protecting pedestrians and users of the facilities; now, therefore,

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

Section 1. That new Section 413-35 of Chapter 413, “Parking Garages and Parking Lots,” of the Cincinnati Municipal Code (“CMC”) is ordained as follows:

**Sec. 413-35. - Hardship Reductions and Exemptions.**

- (a) The director is authorized to grant reductions and exemptions from the requirements of this chapter to prevent the loss of parking spaces in a parking garage or parking lot that was legally established and maintained prior to January 1, 2026, as more particularly provided in this section.
- (b) *Application Requirements.* A licensee in good standing may apply for reductions and exemptions from the requirements of this chapter on forms established by the director, which shall include the following information:
  - 1. Identification of the requirements of Chapter 413 from which a reduction or an exemption is sought;
  - 2. A detailed explanation of how compliance with the identified requirements will necessarily result in the loss of parking spaces;
  - 3. Evidence demonstrating that the potential loss of existing spaces cannot be avoided or remediated through a re-design or re-configuration of the parking facility;

4. Evidence that the parking facility that is the subject of the request met all applicable requirements for parking facilities at the time of its establishment and has maintained compliance with those requirements to the time of application; and
5. Any other information the director may reasonably require to understand the basis for the request.

(c) *Decision.*

1. The director shall review the application for completeness and may request additional information as needed.
2. The director may approve, approve with conditions, or deny an application when the applicant has established that strict compliance with one or more requirements of this chapter will result in the loss of existing parking spaces; provided, however:
  - (a) The director may not grant more than the minimum relief necessary to prevent the loss of ten percent or more of the existing parking spaces in the lot; and
  - (b) The director may not grant relief that would pose an undue risk of harm to the safety of persons and property.
3. A decision shall be issued within 45 days of receiving a complete application.

(d) *Criteria for Approval.* In determining whether to approve a reduction or an exemption, the director shall consider:

1. The availability of reasonable alternative compliance methods;
2. The potential impact on neighboring properties and the community; and
3. Whether the reduction or exemption frustrates the spirit and intent of the requirements in this chapter.

(e) *Revocation.* The director may revoke a reduction or an exemption approved under this section upon finding that:

1. The conditions of approval have not been met;
2. The licensee no longer has an interest in the parking garage or parking lot operated under the license; or

3. The licensee misrepresented or omitted material facts in the application.
  - (a) *Appeal.* A licensee aggrieved by a decision issued under this section may file an appeal in the manner provided by law.
  - (b) *No Vested Rights.* An exemption granted under this section is personal to the licensee and does not create a vested right and shall not run with the land or be construed as a waiver of future compliance with applicable Cincinnati Municipal Code requirements.

Section 2. That Sections 413-17, 413-19, 413-21, 413-23, 413-27, 413-28, 413-29, 413-41, and 413-99 of Chapter 413, "Parking Garages and Parking Lots," of the CMC are amended as follows:

**Sec. 413-17. - Walls or Fences Surrounding Vehicle and Pedestrian Barriers in Parking Garages and Parking Lots.**

~~Any person operating a parking lot business adjacent to sidewalk or streets shall keep the parking area enclosed with an approved fence, wall, curbing, wheelblock, or other barrier along streets and sidewalks upon which parking places adjoin so that motor vehicles cannot be removed from such place except at the regular established entrances and exits.~~

~~The fence, wall, curbing, wheelblock, or barrier shall be constructed in accordance with applicable city ordinances and shall be placed so as to prevent any part of the parked car from overhanging the property line of the lot and to protect adjoining buildings from damage.~~

~~Each licensee shall keep the sidewalks surrounding the parking place free from dirt, ice, sleet, snow and debris.~~

The provisions of this section are established to ensure that pedestrians are protected from vehicles entering onto streets and sidewalks adjacent to licensed parking garages and parking lots, to prevent pedestrians from entering or exiting parking garages and parking lots other than at designated entrances and exits approved by the director, to prevent parked vehicles from overhanging property lines, and to protect adjoining buildings from damage. The following provisions shall apply to licensed parking garages and parking lots:

- (a) Vehicle Barrier. Parking garages and parking lots shall keep the parking area enclosed with an approved fence, wall, curbing, wheelblock, landscape buffer area, or other approved barrier along streets and sidewalks adjacent to the parking area to prevent vehicles from being removed from the facility other than at designated entrances and exits approved by the director.

1. Fences, walls, and other pedestrian barriers shall be a minimum of two feet tall but no more than four feet tall.
  2. Landscape buffer areas shall include trees and other plant material. Plantings, not including trees, shall not exceed four feet at maturity and must be closely spaced to prevent pedestrians from entering or existing parking lots other than at designated entrances and exits.
- (b) Pedestrian Barrier. Parking garages and parking lots shall keep the parking area enclosed with an approved fence, wall, landscape buffer area, or other approved barrier adjacent to the parking area that meets the requirements of either subsection (a)1 or (a)2 of this section to prevent pedestrians from entering or exiting parking garages and parking lots other than at designated entrances and exits.
- (c) The director, upon written petition by a licensee, may approve an alternate method of configuration for subsections (a) and (b) of this section provided the following criteria are met:
1. Vehicles within parking areas are physically prevented from entering and exiting the parking garage or parking lot by any way other than the designated entrances and exits approved by the director.
  2. Pedestrians on streets and sidewalks are directed to the designated pedestrian entrances and exits approved by the director around parking areas by physical improvements and visual indicators.

### **Sec. 413-19. - Posting of Signs.**

~~Each parking garage or parking lot shall post in a prominent location at each entrance, signs of a permanent nature and clearly legible at all times, with all lettering a minimum of five inches high. Signs shall comply with city of Cincinnati ordinances and regulations of the director. The director may approve a sign location other than at the entrance. Signs shall bear the following information:~~

- ~~(a) — The trade name of the business, and the full name and address and telephone number of the operator.~~
- ~~(b) — The hours and days of operation and whether there are different rates on certain days or times of the day.~~
- ~~(c) — A schedule of rates and charges by the hour and the day in effect for the parking of cars and bicycles. No customer shall be charged any rate different from the rate posted at the time customer entered the parking garage or parking lot. If more than one rate is charged for the parking of a motor vehicle, the letters and figures designating each such rate shall be of the same size. Any outdoor parking lot which has the rates and charges posted on a sign, shall post the sign not less than eight feet~~

~~above the sidewalk level, and such sign shall not bear any advertising or other matter than the substance required by this chapter.~~

- ~~(d) — The number of the license issued under the provisions of this chapter for the particular parking garage or parking lot.~~
- ~~(e) — In the case of a parking lot, if the operator provides a transfer station for cars left during the unattended hours, the sign shall designate the name and address and telephone number of the transfer station.~~
- ~~(f) — Each parking garage and parking lot shall post an international parking symbol in a prominent location at each entrance.~~

~~An official city of Cincinnati sign indicating an approved licensed parking garage or parking lot may be furnished by the director, and when furnished shall be posted at or near the aforesaid information sign.~~

The provisions of this section are established to ensure that licensed parking garages and parking lots are furnished with signs that provide customers with accurate and legible information concerning parking rates, hours of operation, payment methods, and other operational matters. The following provisions shall apply to licensed parking garages and parking lots:

- (a) Parking garages and parking lots must have a permanent sign readable from each vehicular entrance, displaying all parking rates, hours of operation, and payment methods. Each permanent sign must be affixed to a post that is itself fixed to the ground, or the sign must be attached to a structural wall. These signs must be metallic or material with similar longevity, and they must have contrasting colors between the background and letters. The letters of these signs must be a dark color if the background is a light color.
- (b) Signs indicating vehicular entrances and exits must have lettering at least five inches high. All signs posted at pedestrian entrances and exits as well as stairwells and elevator areas indicating the required information must have lettering at least two inches high.
- (c) Signage must state the payment methods available (e.g., attendant, pay station, mobile device application or text to pay, etc.) and provide a phone number to call if customers have issues making payment. When a customer is required to make payment upon entrance to a parking garage or parking lot, signage must inform them that an additional fee will apply if they exit after the expiration of the time for which they have paid. The signage shall also specify how this additional payment will be collected.
- (d) Parking garages and parking lots shall be furnished with a sign visible from each vehicular entrance and exit, displaying the international parking symbol.

- (e) Signage must display the legal business name of the entity responsible for garage operations and property conditions. If there are multiple responsible parties, all legal business names and their respective roles must be included. Additionally, a phone number and email address for the operator must be provided for inquiries regarding parking operations or property conditions.
- (f) Special event and other special rate parking.
  - 1. Rates for special events and other special rate parking shall be displayed temporarily on each permanent sign of the parking garage or parking lot that displays the facility's rates, hours of operation, and payment methods, in accordance with this section.
  - 2. Availability of parking for special events shall be identified by use of the terms "Special Event" or "Event," accompanied by the applicable rate. Such information may be displayed in characters which are larger than those used for display of other rates.

#### **Sec. 413-21. - Parking Payment Tickets.**

When a vehicle is brought into a parking garage or parking lot for hourly or daily parking, the person in control or possession of the vehicle shall be furnished with a parking payment ticket which shall contain the name and address of the parking garage, or parking lot, and the date and time when the vehicle entered. If a parking garage or parking lot does not provide a parking payment ticket upon entry, it must have signage that meets the requirements of Section 413-19 indicating how the person in control or possession of a vehicle can obtain a parking payment ticket. If payment is due and collected upon entry to the lot, then the duration of stay and the amount paid shall be included on the parking payment ticket or receipt. Further, if the parking garage or lot requires that the receipt or other documentation be left on the car dashboard as evidence of payment, signage stating this requirement shall be clearly visible at the location of payment and other conspicuous places so that the parking public is informed of the requirement.

Where a vehicle is stored for a period of more than 24 hours, a written receipt or memorandum shall be given to the person storing the vehicle stating this parking arrangement and showing the name and address of the parking garage, parking lot or transfer station.

#### **Sec. 413-23. - Removal of Vehicles, Unauthorized Use.**

- (a) No licensee shall make or permit any use for any purpose whatsoever of a vehicle left in licensee's custody unless such use shall have first been expressly authorized in writing by the owner or person in possession or control of such vehicle.
- (b) No licensee shall transfer or cause to be moved or transferred any parked vehicle through or upon the city streets or alleys, except for transferring a vehicle from one space to another space at the same location, or at closing time moving the vehicle

to an authorized transfer station or picking up or delivering a vehicle to the owner thereof.

- (c) No licensee shall transfer vehicle keys from one location to another while the parked vehicle remains on the property, unless such transfer is within a quarter mile from the parked vehicle and proper signage is provided to inform as to the location of the vehicle keys.
- (d) No licensee shall remove a parked vehicle from a location by towing within the first twenty minutes of the vehicle's arrival in the parking garage or parking lot.
- (e) No licensee shall attach vehicle immobilization equipment to a vehicle within the first twenty minutes of a vehicle's arrival in a parking garage or parking lot.

#### **Sec. 413-27. - Protection Against Theft or Conversion.**

The provisions of this section are established to ensure that Every licensed parking garages or and parking lots shall be are operated and managed so as to afford protection from theft or conversion of vehicles parked; and to decrease and prevent criminal activity and public safety concerns, including thefts from vehicles and vandalism. The following provisions shall apply to licensed parking garages and parking lots:

- (a) Whenever an operator is unable to immediately deliver a car to a patron, including cases of suspected theft, such fact shall be immediately reported to the director.
- (b) Lighting. Each licensee shall sufficiently light the parking garage or parking lot to deter criminal activity and protect the health and safety of persons using the parking garage or parking lot.
  - 1. Parking lots containing five or more spaces shall meet or exceed the minimum illumination standards recommended by the National Parking Association.
  - 2. Parking garages shall meet or exceed the minimum illumination standards recommended by the National Parking Association and provide lighting on all egress walking surfaces, stairways, landings, pathways, elevators, and other publicly accessible areas.
- (c) Security. Each licensee shall operate and manage their parking garage or parking lot to afford protection from theft or conversion of vehicles parked, and each licensee shall seek to deter criminal activities from occurring on the premises by establishing a security plan.
  - 1. Security Plans. Security plans must either (i) utilize cameras and monitoring systems at all vehicular and pedestrian entrances and exits, or (ii) staff the parking lot or parking garage with an attendant during all hours of operation.

Cameras and monitoring systems must have live monitoring by a local employee during all hours of operation, be a registered location for FUSUS, or have live monitoring through FUSUS.

2. Security Incidences. A licensee shall report all incidents of crime that the licensee or their employees become aware of within 24 hours.

**Sec. 413-28. - Reports as to Vehicles Stored or Towed More Than Seventy-two Hours.**

- (a) Whenever on any Monday, at 12 ~~pa.m.~~~~(noon)~~, there shall be in the care of the ~~licensee owner~~ of any parking lot or public garage business, one or more vehicles which have been left continuously on the said parking lot or public garage premises for more than 72 hours, such ~~licensee owner~~ shall, before 6 p.m. of such Monday, file with the director a report setting forth the state license registration number of each such motor vehicle and any other information which the director shall require. No vehicle shall be reported more than once on any consecutive stay. This section shall not apply to any vehicles which are left in a parking garage or parking lot under a weekly, monthly, or seasonal pass or permit.
- (b) On the first day of each month, each licensee shall file a report with the director listing each vehicle towed or immobilized at each parking garage and parking lot, setting forth the state license registration number of each vehicle, the time the vehicle arrived at the parking garage or parking lot, the time the vehicle was towed or immobilized, and any other additional information the director shall require.

**Sec. 413-29. - Sanitary Conditions.**

The ~~licensee operator~~ of a parking garage or parking lot shall keep the premises thereof in a safe, sanitary condition, free of any nuisance, including litter and debris, and keep the sidewalks surrounding the parking garage or parking lot free from ice, sleet, and snow within the first four hours of the condition existing as required by Section 723-57. Licensees shall not deposit, shovel, plow, blow, or otherwise place snow or ice from a parking garage or parking lot onto any public street, alley, or sidewalk.

**Sec. 413-41. - Rules and Regulations.**

The director is hereby authorized and directed to establish necessary rules and regulations consistent with the provisions of this chapter for the safe and effective administration, operation, and enforcement of the parking garage and parking lot license program.

Each licensee shall keep all parking garages and parking lots in compliance with all applicable standards, rules, and regulations.

**Sec. 413-99. - Penalties.**

Except where a penalty for a violation of a provision of this chapter is otherwise provided, ~~the following penalties shall apply: a person who violates any provision of this chapter commits a Class E1 Civil Offense as defined by Cincinnati Municipal Code Section 1501-14, and is liable for the civil fine specified in Section 1501-99 for a Class E1 Civil Offense. Each day's violation of any section shall constitute a separate offense.~~

- (a) A person who violates any provision of Section 413-3 commits a Class E3 Civil Offense as defined by Cincinnati Municipal Code Section 1501-18 and is liable for the civil fine specified in Section 1501-99 for a Class E3 Civil Offense. Each day's violation of any section shall constitute a separate offense.
- (b) A person who violates any provision of Sections 413-15, 413-16, 413-19, 413-21, 413-25, 413-28, 413-29, or 413-33 commits a Class C1 Civil Offense as defined by Cincinnati Municipal Code Section 1501-8 and is liable for the civil fine specified in Section 1501-99 for a Class C1 Civil Offense. Each day's violation of any section shall constitute a separate offense.
- (c) A person who violates any provision of Sections 413-17, 413-23, or 413-27 commits a Class E Civil Offense as defined by Cincinnati Municipal Code Section 1501-11 and is liable for the civil fine specified in Section 1501-99 for a Class E3 Civil Offense. Each day's violation of any section shall constitute a separate offense.

Section 3. That Sections 1501-8, 1501-11, 1501-14, and 1501-18 of Title XV, "Code Compliance and Hearings," of the CMC are 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:

			<b>Civil Fine for Subsequent Offense</b>
(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 (eff. January 1, 2022)	Class C1
(9)	§ 511-31	Storage of Unlicensed or Inoperable Vehicles in Residence or Commercial Districts	Class C1
(10)	§ 1127-07.99	Rental Property Inspection Program	Class D

			<b>Civil Fine for Subsequent Offense</b>
(11)	<u>§413-15</u>	<u>Changes After Issue of License</u>	<u>Class D</u>
(12)	<u>§413-19</u>	<u>Posting of Signs</u>	<u>Class D</u>
(13)	<u>§413-16</u>	<u>Bicycle Parking</u>	<u>Class D</u>
(14)	<u>413-21</u>	<u>Parking Payment Tickets</u>	<u>Class D</u>
(15)	<u>413-25</u>	<u>Sidewalk or Street Parking</u>	<u>Class D</u>
(12)	<u>§413-28</u>	<u>Reports as to Vehicles Stored or Towed</u>	<u>Class D</u>
(13)	<u>§413-29</u>	<u>Sanitary Conditions</u>	<u>Class D</u>
(14)	<u>§413-33</u>	<u>Liability Insurance</u>	<u>Class D</u>

- (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:

			<b>Civil Fine for Subsequent Offense</b>
(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:

			<b>Civil Fine for Subsequent Offense</b>
(1)	§ 714-15	Truck and Vehicle Loads Causing Litter or Scattering Debris	Class D

			<b>Civil Fine for Subsequent Offense</b>
(2)	§ 119-3(a) § 119-3(b)	Acceptance or Retention of a Contribution from a Person Qualifying for the Temporary Prohibition List	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:

			<b>Civil Fine for Subsequent Offense</b>
(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:

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

**Sec. 1501-11. - Class E 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 § 1501-99 for a Class E 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 § 1501-15 that the violation has been corrected. 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 § 1501-99 and is not subject to reduction for correction of the violation.

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

			<b>Civil Fine for Subsequent Offense</b>
(1)	§ 883-3	Public Assembly Permit	See § 883-23
(2)	§ 883-21	Prohibitions	See § 883-23
(3)	§ 1247-15	Material Safety Data Sheets	Class E
(4)	§ 1247-17	Location of Toxic or Hazardous Substance	Class E
(5)	§ 1113-03	Prohibitions of Certain Excavations, Fills or Grades	Class E

(b) Class E Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation:

			<b>Civil Fine for Subsequent Offense</b>
(1)	§ 703-1	Blasting Unlawful Without Permit	Class E
(2)	§ 729-30	Dumping	Class E
(3)		Reserved	
(4)	§ 881-19	Prohibitions	Class E
(5)	§ 1247-9	Labeling of Toxic and Hazardous Substances	Class E
(6)	§ 1247-27	Falsification of Information	Class E
(7)	§ 759-3	Use of a Motor Vehicle for Prostitution or Solicitation Prohibited	Class E3

			<b>Civil Fine for Subsequent Offense</b>
(8)	§ 701-50	Nuisance, Dangerous, and Vicious Dogs	Class E
(9)	<u>§413-17</u>	<u>Pedestrian Safety in Parking Garages and Parking Lots</u>	<u>Class E</u>
(10)	<u>§413-23</u>	<u>Removal of Vehicles, Unauthorized Use</u>	<u>Class E</u>
(11)	<u>§413-27</u>	<u>Protection Against Theft or Conversion</u>	<u>Class E3</u>

**Sec. 1501-14. - Class E1 Civil Offenses.**

A person who violates a standard of conduct set forth in Cincinnati Municipal Code Chapter 413, Section 701-23, Section 318-13(d) or Section 320-11(a) is liable for the civil fine specified in Section 1501-99 for a Class E1 Civil Offense.

**Sec. 1501-18. - Class E3 Civil Offenses.**

A person who violates a standard of conduct set forth in a section or chapter of the Cincinnati Municipal Code listed below is liable for the civil fine specified in § 1501-99 for a Class E3 Civil Offense.

			<b><u>Civil Fine for Subsequent Offense</u></b>
(1)	<u>§413-3</u>	<u>Garages and Lots to be Licensed</u>	<u>Class E3</u>

Section 4. Any person or entity holding a valid license issued by the City, under Chapter 413 of the CMC, on the effective date of this ordinance, shall be granted a grace period of six months from the effective date of this ordinance to bring their operations, facilities, and practices

into full compliance with the requirements set forth herein. Licensees may continue to operate under the terms of their existing license, and no fines, penalties, or enforcement actions shall be imposed provided that they are making a good faith effort to comply with the provisions of this ordinance, unless the violation presents an immediate threat to public health, safety, or welfare. Upon expiration of the six month grace period, all licensees shall be required to fully comply with the provisions of this ordinance. Any failure to comply after such date shall be subject to the penalties and enforcement mechanisms established in this ordinance.

Section 5. That this ordinance shall take effect and be in force from and after the earliest time allowed by law.

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Aftab Pureval, Mayor

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

\_\_\_\_\_  
Additions indicated by underline; Deletions indicated by strikethrough.

April 15, 2026

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

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

202601354

**Subject: Ordinance –Lease of Egan Alley Public Right-of-Way with Oskamp Flats Limited Partnership**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to execute a Lease with Oskamp Flats Limited Partnership, an Ohio limited partnership, pursuant to which the City will lease for a term of thirty years, the City owned property being a public right-of-way known as Egan Alley in the Downtown neighborhood of Cincinnati.

### **BACKGROUND/CURRENT CONDITIONS**

The adjacent building, 223 W. 4th Street, is being redeveloped into 27 affordable senior housing units as part of the Oskamp Flats project. The lease of the public right-of-way is necessary for an outdoor area for trash receptacles once the project is complete and leased up.

In April 2025, the City entered into a Funding Agreement with Oskamp Flats Limited Partnership, a subsidiary of the Model Group, Inc, to provide \$2.5 million, comprised \$1.8 million from the Downtown South/Riverfront Affordable set-a-side TIF and \$700,000 from Federal HOME funds, for the rehabilitation of two historic buildings located at 26 W. 7<sup>th</sup> St and 223 W. 4<sup>th</sup> Street in the Downtown neighborhood into housing for low-income seniors.

### **DEVELOPER INFORMATION**

Oskamp Flats Limited Partnership is a subsidiary of the Model Group, Inc., which has been developing market rate and affordable residential and commercial property in Cincinnati since 1978. Model Group has extensive experience with a wide range of funding mechanisms and specifically historic rehabilitation. Model Group, Inc. recently completed the Peebles Apartments (also a 9% LIHTC project) and Paramount Launch projects in Walnut Hills.

### **PROJECT DESCRIPTION**

Oskamp Flats is a 9% Low-Income Housing Tax Credit (LIHTC) Project that involves the historic renovation and adaptive reuse of two vacant buildings in the Downtown neighborhood. The 70 units will target seniors aged 55+ with incomes at 30-80% AMI.

The project is expected to be complete in Fall of 2026, and the lease of Egan Ally will serve the tenants by providing area for trash receptacles.

**PROPOSED INCENTIVE**

DCED is recommending a lease to Oskamp Flats LP at below fair market value. The fair market value of the lease, as determined by a professional appraisal by the City's Real Estate Services Division, is approximately \$4,080 per year; however, because the proposed use of the right-of-way under the lease will provide economic and non-economic benefits to the City and its citizens in the area equal to or greater than the fair market value of the Lease, DCED proposed to lease the Property to Lessee for \$0 per year.

**RECOMMENDATION**

The Administration recommends approval of this Ordinance.

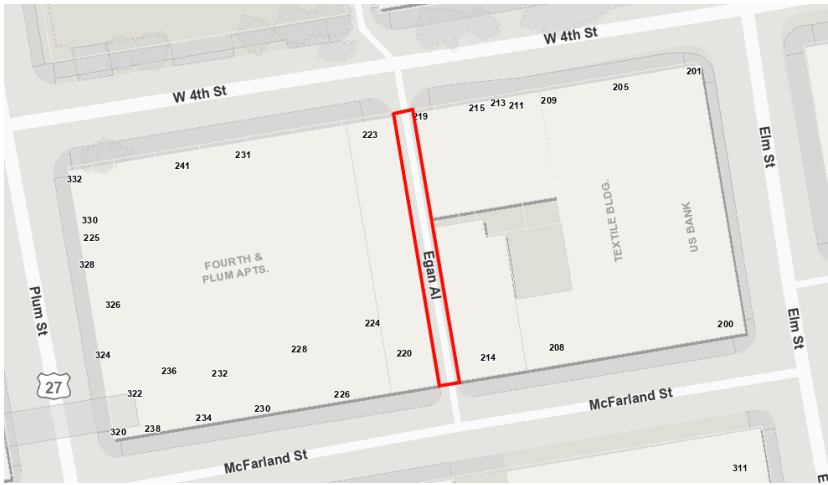
Attachment: Project Outline, Property location, and Photographs

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

**Project Outline**

Project Name	Egan Alley Lease
Neighborhood	Downtown
Property Condition	Public right-of-way
Proposed Use	Area for trash receptacles
Sq. Footage	280 sq. ft
Plan Cincinnati Goals	Live Initiative Area Goal 2 to Create a More Livable Community. (page 156)

**Project Image and Site Map**



**AUTHORIZING** the City Manager to execute a Lease with Oskamp Flats Limited Partnership, an Ohio limited partnership, pursuant to which the City will lease for a term of thirty years, the City owned property being a public right-of-way known as Egan Alley in the Downtown neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns the certain public right-of-way known as Egan Alley in the Downtown District of Cincinnati, Ohio (the “Property”), which Property is under the management of the Cincinnati Department of Transportation and Engineering (“DOTÉ”); and

WHEREAS, Oskamp Flats Limited Partnership, an Ohio limited partnership (“Lessee”), owns the property abutting the western boundary of the Property, which it uses to operate residential dwelling units to provide affordable housing to very low-income and low-income residents of the City of Cincinnati; and

WHEREAS, Lessee desires to lease the Property for access to and removal of trash and garbage from its adjacent residential property and for a common area for the residents of such property; and

WHEREAS, the City Manager, in consultation with DOTÉ, has determined that (i) the Property is not needed for any municipal purpose for the duration of the lease; and (ii) leasing the Property to Lessee is not adverse to the City’s retained interest in the Property; and

WHEREAS, the City’s Real Estate Services Division has determined by a professional appraisal that the fair market rental value of the Property is approximately \$4,080 per year; however, because the City will receive economic and non-economic benefits from the lease of the Property to Lessee, the City has agreed to lease the Property to Lessee for \$0 per year; and

WHEREAS, pursuant to Section 331-5, Cincinnati Municipal Code, Council may authorize the lease 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 leasing the Property to Lessee is in the best interest of the City because (i) the City desires to lease the Leased Premises to Lessee to use it in conjunction with its adjacent Property; (ii) it is in the interest of the City to increase affordable housing availability in the area and leasing the Property to Lessee will aid in creating desirable and affordable housing; and (iii) as a practical matter, no one other than an adjoining property owner would have any practical use of the Property and the only other abutting property owner has consented to the lease; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Property at its meeting on February 20, 2026; 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 Lease Agreement with Oskamp Flats Limited Partnership, an Ohio limited partnership (“Lessee”), in substantially the form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati will lease for a term of thirty years the real property being the public right-of-way known as Egan Alley in the Downtown neighborhood of Cincinnati, as more particularly described and depicted in the Lease Agreement (“Property”).

Section 2. That the Property is not needed for any municipal purpose for the duration of the lease and that leasing the Property to Lessee is not adverse to the City’s retained interest in the Property.

Section 3. That eliminating competitive bidding in connection with the City’s lease of the Property is in the best interest of the City because (i) the City desires to lease the Leased Premises to Lessee to use it in conjunction with Lessee’s adjacent Property; (ii) it is in the interest of the City to increase affordable housing availability in the area and leasing the Property to Lessee will aid in creating desirable and affordable housing; and (iii) as a practical matter, no one other than an adjoining property owner would have any practical use of the Property and the only other abutting property owner has consented to the lease,

Section 4. That the fair market value of the lease, as determined by a professional appraisal by the City’s Real Estate Services Division, is approximately \$4,080 per year; however, because the proposed use of the Property under the lease will provide economic and non-economic benefits to the City and its citizens in the area equal to or greater than the fair market value of the Lease, the City has agreed to lease the Property to Lessee for \$0 per year.

Section 5. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance and the Lease Agreement,

including executing any and all ancillary documents associated with the Lease Agreement, such as amendments or supplements to the Lease Agreement deemed by the City Manager to be in the vital and best interests of the City.

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

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Aftab Pureval, Mayor

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

**ATTACHMENT A**

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

Property: Egan Alley

**LEASE AGREEMENT**  
(triple net)

This Lease Agreement (“**Lease**”) 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 is 801 Plum Street, Cincinnati, OH 45202 (the “**City**”), and **Oskamp Flats Limited Partnership**, an Ohio limited partnership, with offices at 1826 Race St., Cincinnati, OH 45202 (“**Lessee**”).

Recitals:

A. The City owns the public right-of-way known as Egan Alley in downtown Cincinnati, as shown on Exhibit A (Site Map) and described on Exhibit B (Legal Description – Leased Premises) hereto (the “**Leased Premises**”), which is under the management and control of the City’s Department of Transportation and Engineering (“**DOT**”).

B. Lessee owns the property abutting the western boundary of the Leased Premises, such Lessee owned property being more particularly identified as Hamilton County, Ohio Auditor’s parcel number 0145-0001-0459 (“**Lessee’s Property**”), which Lessee uses to operate residential rental dwelling units to provide affordable housing to very low-income and low-income residents of the City of Cincinnati.

C. Lessee entered into a HOME Investment Partnerships Program Funding Agreement, dated April 11, 2025, with the City (the “**Funding Agreement**”) as a source of financing the renovation of Lessee’s Property, and further, has qualified for and, intends to obtain a Low Income Housing Tax Credit (“**LIHTC**”) from the Ohio Housing Finance Agency.

D. Lessee desires to lease the Leased Premises for the purposes of access to and removal of trash and garbage, and as a common area for the residents of Lessee’s Property.

E. Lessee has petitioned to enter a lease with the City for the Leased Premises, which the City is agreeable to on the terms and conditions set forth herein.

E. The City has determined that the Leased Premises are not currently needed for transportation or other municipal purposes.

F. The fair market rental value of the Leased Premises is \$4,080.00 per year, as determined by an appraisal by the City’s Real Estate Services Division.

G. The City has determined that eliminating competitive bidding in connection with the lease of the Leased Premises is in the best interest of the public because (i) the City desires to lease the Leased Premises to Lessee to use it in conjunction with Lessee’s Property, (ii) it is in the interest of the City to increase affordable housing availability in the area and leasing the Leased Premises to Lessee will aid Lessee in creating desirable, affordable housing, and (iii) as a practical matter, no one other than an adjoining property owner would have any practical use of the Leased Premises and the only other abutting property owner has consented to this Lease.

H. The Cincinnati City Planning Commission (“**CPC**”) has approved this Lease and the relevant use of the property at its meeting on February 20, 2026.

I. Cincinnati City Council has authorized the execution of this Lease by Ordinance No. \_\_\_\_\_, passed on \_\_\_\_\_, 2026.

NOW THEREFORE, the parties hereby agree as follows:

**1. Grant.**

(A) Grant. The City does hereby lease the Leased Premises to Lessee, and Lessee does hereby lease the Leased Premises from the City, on the terms and conditions set forth herein. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Leased Premises. The City makes no representations or warranties to Lessee concerning the physical condition of the Leased Premises or the condition of the City's title to the Leased Premises and, on the Commencement Date, Lessee shall accept the Leased Premises in "as is" condition.

(B) Access by City Departments, Utility Companies and Others. Lessee shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year) by the City's Police and Fire Departments, Greater Cincinnati Water Works (GCWW), Metropolitan Sewer District (MSD), Duke Energy, Altafiber, and any and all other utility companies that have utility lines or other utility installations within or near the Leased Premises, for the inspection, maintenance, repair, replacement and removal thereof. Lessee shall not construct any structures within the Leased Premises. If Lessee undertakes any action that interferes with the access rights reserved to the City and third parties herein, the same shall constitute an immediate default of Lessee under this Lease, whereupon the City and such third parties shall be permitted to take all actions reasonably necessary to eliminate such interference at Lessee's expense. If Lessee's activities within the Leased Premises cause damage to existing utility lines or other utility facilities belonging to a utility provider, Lessee shall immediately notify the appropriate utility provider. All actual, out-of-pocket costs of repairing such damage, including without limitation, all costs of replacing any damaged utility lines and facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by Lessee and shall be payable by Lessee within thirty (30) days after Lessee receives documentation substantiating such costs. If any utility company damages or must remove any improvements installed by Lessee within the Leased Premises in connection with its inspection, maintenance, repair, replacement, or removal of its existing utility facilities in the area, Lessee shall be solely responsible for all costs associated with the repair or replacement of Lessee's improvements. Under no circumstances shall the City be responsible for any damage to the Leased Premises or improvements thereon resulting from the entry onto the Leased Premises by utility companies and others having the right to enter upon the Leased Premises.

**2. Term.**

(A) Term. The term of this Lease (the "**Term**") shall commence on October 31, 2026 (also referred to herein as the "**Commencement Date**") and shall continue until the date which is thirty (30) years thereafter, unless extended or sooner terminated as herein provided.

(B) City's Early Termination Rights. The City shall have the right to terminate this Lease at any time, by giving Lessee no less than 60 days prior written notice, if the City determines that the Leased Premises are needed for a municipal purpose. Upon such termination, the City shall refund any prepaid Monthly Base Rent (as defined below).

**3. Monthly Base Rent.**

(A) Monthly Base Rent. Beginning on the Commencement Date, Lessee shall pay the City "**Monthly Base Rent**" in the amount of \$0.00 for the Term, which shall be payable on or before the first (1<sup>st</sup>) day of each calendar month during the Term in advance, without notice or setoff.

(B) Late Payment; Place of Payment. If any payment owed by Lessee hereunder is not received by the City on the due date, Lessee shall pay the City a late charge equal to ten percent of the amount past due, together with interest on the past due amount, until paid, at an annual rate of ten percent. If the Term of this Lease is terminated early for any reason (other than due to the City's desire to use the Leased Premises for a municipal purpose under paragraph 2(B) above), the City shall not be required to refund any portion of the prepaid rent for such period. All payments shall be made by check payable to the "City of Cincinnati - Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Room

122, Cincinnati, Ohio 45202, Attention: Real Estate, or to such other address as the City may from time to time designate in writing.

**4. Permitted Use.** Lessee shall use the Leased Premises solely for access for trash and garbage removal and as a common area for residents of Lessee's Property (the "**Permitted Use**") and for no other purpose. Lessee shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment. Lessee shall not use or permit the use of the Leased Premises for storage of materials or supplies of any nature, including, without limitation, wrecked vehicles, or parts thereof, other than the temporary storage of trash and garbage which shall be contained in appropriate bins. Lessee shall not permit vending of any kind or character to be conducted, permitted, or allowed within the Leased Premises.

**5. Utilities; Real Estate Taxes; Other Expenses.** During the Term of this Lease, Lessee shall pay, when due, (i) any and all utility expenses for utilities directly serving the Leased Premises, (ii) any and all real estate taxes, assessments, penalties, interest, and charges levied against the Leased Premises that become due and payable during the Term, including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears, and (iii) any and all other operating expenses associated with the Leased Premises. *Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.*

**6. Maintenance and Repairs.** Lessee shall, at its sole expense, keep and maintain the Leased Premises in good, safe, orderly, sanitary, and clean condition and repair, ordinary wear and tear excepted, including without limitation any and all concrete and asphalt pavement, pavers, curbs, and sidewalks within the Leased Premises. Lessee shall not permit garbage, debris or unsightly or odorous materials to accumulate within the Leased Premises. In the event of damage to the Leased Premises, Lessee shall promptly repair such damage, at its sole expense, to the satisfaction of DOTE (however Lessee shall not be required to restore the Leased Premises to a better condition than otherwise required under this Lease). Lessee shall be solely responsible for all snow and ice removal from the Leased Premises. *During the Term of this Lease, the City shall have no maintenance or repair obligations with respect to the Leased Premises or any improvements thereon.*

**7. Alterations.**

(A) Alterations. Lessee, at its sole expense, shall install such curb ramps, blockades, signage, and other improvements as may be reasonably required from time to time by DOTE. Lessee shall not make any alterations or improvements to the Leased Premises or place any equipment, furnishings, barriers or other obstructions on the Leased Premises which would inhibit the City's access to the Leased Premises without prior written consent of the City. Lessee, through a licensed street contractor, shall obtain all required permits from the City prior to constructing any improvements within the Leased Premises. Before a permit can be issued, Lessee's licensed street contractor must supply two sets of plans to DOTE for approval showing the location of the proposed improvements.

(B) No Liens. Lessee shall not permit any mechanics' liens to attach to the Leased Premises in connection with work performed by or at the request of Lessee.

(C) Compliance with Laws. Lessee shall obtain all necessary City permits associated with work within the Leased Premises performed by Lessee and shall pay all required permit fees. Lessee shall ensure that all work is performed in compliance with all applicable federal, state, and local laws, codes, regulations, and other governmental requirements.

**8. Information and Reports.** Upon thirty (30) days' prior written request, Lessee shall permit or cause to permit the City to have access to and to inspect any and all agreements and accounting, financial, administrative, and operational books, records, and statements as may be requested by the City that relate or pertain to the Leased Premises and the operation of a public surface parking lot thereon and that are in Lessee's possession or control (all such reports, records, statements and other information furnished by Lessee under this paragraph being referred to herein collectively as "**Records and**

**Reports**”). All Records and Reports compiled by Lessee and furnished to the City shall be in such form as the City may from time to time require. During the Term, Lessee shall permit the City and its designees and auditors to have access to and to inspect and audit Lessee’s Records and Reports.

**9. Insurance; Indemnification.**

(A) Insurance. Throughout the Term, Lessee shall maintain (or cause to be maintained): (i) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City of Cincinnati as an additional insured; (ii) worker’s compensation insurance in the amount required under Ohio law, (iii) umbrella or excess liability insurance in the amount of not less than \$1,000,000 per occurrence/\$1,000,000 aggregate; (iv) property insurance on any and all improvements constructed by Lessee on the Leased Premises; (v) property insurance on any and all equipment and other personal property of Lessee from time to time kept on the Leased Premises; and (vi) such additional insurance as the City or its risk advisors may from time to time reasonably require. All insurance required to be maintained by Lessee hereunder shall be issued by insurance companies reasonably acceptable to the City. On or prior to the Commencement Date and prior to the expiration of each insurance policy, Lessee shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(B) Waiver of Claims and Subrogation. All improvements, materials, equipment, and other personal property of every kind that may at any time be on the Leased Premises shall be on the Leased Premises at Lessee’s sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how caused. Lessee hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of Lessee’s insurers, rights of subrogation, with respect to property damaged by fire or other casualty or any other cause, even if caused by negligence, it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by maintaining adequate property insurance.

(C) Indemnification. Lessee shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City harmless from and against any and all claims, causes of action, losses, costs, judgments, fines, liability and damages caused by or arising out of any occurrence on the Leased Premises during or with respect to the Term of this Lease, including without limitation any of the foregoing that may occur or be claimed with respect to any death, personal injury or loss of or damage to property on or about the Leased Premises.

**10. Casualty.** If the Leased Premises is damaged or destroyed by fire or other casualty, Lessee shall repair and restore the same, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such occurrence. The City and Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If Lessee’s insurance proceeds are insufficient to fully repair and restore the Leased Premises, Lessee shall make up the deficiency. Lessee shall handle all construction in accordance with the applicable requirements set forth by DOTE. Lessee shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Leased Premises is being repaired or restored.

**11. Default.** Lessee acknowledges that Lessee’s development and maintenance of Lessee’s Property for the purpose of providing low income housing is a material inducement to the City entering into this Lease and the terms of the Funding Agreement and the conditions and restrictions of the LIHTC are hereby incorporated into this Lease by reference, and any default under the Funding Agreement or violation of the conditions and restrictions of the LIHTC shall constitute a default under this Lease. If Lessee fails to pay any sum due hereunder or perform any other obligation under this Lease within thirty (30) days after receiving written notice thereof from the City (herein, a “default”), the City, at its option, immediately or at any time during the continuance of the default, may terminate this Lease by delivering a written notice of termination to Lessee. Lessee shall pay to the City, upon demand, all costs and damages suffered or incurred by the City in connection with Lessee’s default or the termination of this Lease. Without limitation of the City’s other rights and remedies hereunder, upon the occurrence of a default, the City may, but shall not be obligated to, cure or attempt to cure such default at Lessee’s sole expense and may, if necessary, enter onto the Leased Premises to undertake such cure. Lessee shall

pay the City within ten (10) days after the City's written demand an amount equal to all costs paid or incurred by the City in effecting compliance with Lessee's obligations under this Lease, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The rights and remedies of the City under this Lease are cumulative and are not intended to be exclusive of, and the City shall be entitled to, any and all other rights and remedies to which the City may be entitled hereunder, at law or in equity. The City's failure to insist in any one or more cases on strict performance of any provision of this Lease or to exercise any right herein contained shall not constitute a waiver in the future of such right.

**12. Notices.** All notices required to be given hereunder by either party shall be in writing and personally delivered, sent by Federal Express or other recognized overnight courier that in the ordinary course of business maintains a record of each delivery, or mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Lease, or at such other address as either party may from time to time specify by notice to the other. Notices shall be deemed to have been given on the date of receipt if personally delivered, on the following business day if sent by an overnight courier, and on the date noted on the return receipt if mailed by U.S. certified mail. If Lessee sends a notice to the City alleging that the City is in default under this Lease, Lessee shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

**13. Surrender; Holdover.**

(A) Surrender; Holdover. At the end of the Term, Lessee shall surrender the Leased Premises to the City in the condition in which Lessee is required to maintain the Leased Premises under the terms of this Lease. If Lessee remains in possession of the Leased Premises after the end of the Term without the City's consent, then, at the City's option, such holdover shall create a tenancy-at-will on the same terms and conditions as set forth in this Lease except that rent payable during such month-to-month tenancy shall be equal to one hundred fifty percent of the rent in effect immediately prior to the end of the Term.

(B) Removal of Alterations. If Lessee has made improvements to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements, if any, Lessee shall be required to surrender (at no cost to the City) and which improvements Lessee shall be required to remove. If Lessee fails to timely remove improvements that are designated for removal by the City and fails to restore the Leased Premises to their former condition, or if Lessee fails to remove any items of personal property from the Leased Premises, such improvements and items of personal property shall be deemed abandoned by Lessee, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements and items of personal property, and Lessee shall pay all costs incurred by the City in so doing within ten (10) days after the City's written demand. If the City incurs costs in removing Lessee's improvements and restoring the Leased Premises to their former condition, Lessee shall reimburse the City for all such removal and restoration costs within thirty (30) days after receiving an invoice therefor from the City.

**14. Assignment and Sublease.** Lessee shall not assign its interests under this Lease without the prior written consent of the City, and any attempt by Lessee to so assign its interest shall be null and void.

**15. General Provisions.**

(A) Entire Agreement. This Lease (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 Lease may be amended only by a written amendment signed by both parties.

(C) Governing Law. This Lease 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 Lease shall be brought in the Hamilton County Court of Common Pleas, and Lessee agrees that venue in such court is proper. Lessee hereby waives trial by jury with respect to any and all disputes arising under this Lease.

(D) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(E) Captions. The captions of the various sections and paragraphs of this Lease 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 Lease.

(F) Severability. If any part of this Lease is held to be void, illegal or unenforceable by a court of law, such part shall be deemed severed from this Lease, and the balance of this Lease shall remain in full force and effect.

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

(H) Time. Time is of the essence with respect to the performance by Lessee of its obligations under this Lease.

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

(J) No Brokers. Lessee represents that it has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Lease.

(K) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Lease 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 member, officer, agent or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Lease shall be personally liable under this Lease.

(L) Representation as to Authority. Lessee represents that it has the power and authority to enter and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease has been duly authorized by all necessary actions on Lessee's part.

(M) Counterparts and Electronic Signatures. This Lease may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Lease may be executed and delivered by electronic signature.

**16. Additional Conditions from City's Coordinated Report (CR#75-2024)**. Lessee shall comply with the following additional terms and conditions as directed by the indicated City department or affiliate:

(A) Cincinnati Department of Transportation and Engineering ("DOTE"):

- i. Lessee shall install retractable or removable steel bollards at the northern and southern boundaries of the Leased Premises to close the Leased Premises to vehicular traffic. Prior to installation, plans for the bollards shall be submitted to DOTE, such plans to show the location of bollards relative to street fixtures and the right-of-way lines. Bollards shall be able to be raised and lowered by the use of a key, which DOTE shall be provided a copy of.

- ii. Should Lessee desire to install gates to close the Leased Premises to public pedestrian traffic, Lessee shall submit plans to DOTE showing the exact location of such gates relative to street fixtures and right-of-way lines. Gate plans shall also include a description of the gates, the manufacturer's details and the locking mechanism.
- iii. The City, all utility providers with facilities on the Leased Premises and abutting property owners shall be provided with keys or other appropriate access means through the gate, and the gate shall have "panic" hardware that allows for opening of the gate from the inside at all times.
- iv. All bollard, gate and barrier designs shall be subject to the discretionary approval of DOTE.
- v. There shall be no permanent structures constructed in, or removed from, the Leased Premises without the prior written approval of the City.
- vi. All work associated with the installation of any gates or bollards shall be performed in accordance with a street opening permitted obtained from DOTE by a licensed street contractor.
- vii. Lessee shall maintain the pavements, curbs, sidewalks and other improved surfaces within the Leased Premises to the standards of DOTE.
- viii. All bollards or gates shall be removed at the expiration or termination of this Lease and the Leased Premises returned to its original condition at the expense of Lessee.
- ix. The proceeds of this Lease 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 this Lease, and the City's Finance Director is hereby authorized to deposit amounts in excess thereof into the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757.

(B) Cincinnati Fire Department ("CFD")

- i. The north entry of the alley shall remain as an "exit discharge" as required by Section 1028 of the Ohio Fire Code.

(C) Cincinnati Buildings and Inspections ("B&I")

- i. Points of egress shall be maintained at both the norther and southern ends of the Leased Premises, and any gates installed shall have "knock box" access as well as "panic bar" emergency egress.
- ii. All properties adjacent to the Leased Premises must be provided access to the Leased Premises for the purposes of primary and emergency egress, and trash management.

**17. Temporary Easement for Street Purposes.**

(A) Grant. As a material inducement for the City to lease the Leased Premises to Lessee, Lessee does hereby grant to the City, its successors, and assigns, a temporary, a non-exclusive easement for street purposes for the Term over and across the following described portions of Lessee's Property, which portions are more particularly depicted on Exhibit A hereto (the "**Temporary Easement**"):

Situated in the City of Cincinnati, Hamilton County, Ohio, described as follows:

Beginning at the intersection of the east line of Pancoast Alley with the north line of Whetstone Alley;  
 thence North 11° 01' 30" West, along the east line of Pancoast Alley, a distance of 50.00 feet;  
 thence South 25° 55' 50" East, a distance of 31.10 feet;

thence South 11° 01' 30" East, a distance of 20.00 feet to the north line of Whetstone Alley;  
thence South 79° 18' 20" West, along the north line of Whetstone Alley, a distance of 8.00 feet to  
the place of beginning.

Containing 280 square feet.

Also, the following described property:

Situated in the City of Cincinnati, Hamilton County, Ohio, described as follows:

Beginning in the south line of Whetstone Alley, at a point which is South 79° 18' 20" West, a  
distance of 85.17 feet, as measured along the south line of Whetstone Alley from the intersection  
of the south line of Whetstone Alley, with the west line of Crow Alley;  
thence South 79° 18' 20" West, along the south line of Whetstone Alley, a distance of 30.00 feet;  
thence South 10° 41' 40" East, a distance of 25.00 feet;  
thence North 79° 18' 20" East, a distance of 10.00 feet;  
thence North 27° 38' East a distance of 32.01 feet to the place of beginning.

Containing 500 square feet.

(B) Permitted Use. The City, its successors, assigns, licensees, employees, agents, invitees,  
and members of the general public shall have the non-exclusive right to use the Temporary Easement for  
vehicular and pedestrian ingress and egress across the Temporary Easement to the adjoining public  
right-of-way.

(C) Termination. The rights hereby granted shall terminate automatically upon the expiration or  
termination of this Lease, as provided herein.

(D) Indemnification. Lessee shall hold the City harmless from and against any and all claims,  
causes of action, losses, costs, judgments, fines, liability and damages caused by or arising out of any  
occurrence on the Temporary Easement during or with respect to the Term of this Lease.

- 18. Exhibits.** The following exhibits are attached hereto and made a part hereof:  
Exhibit A – *Site Map*  
Exhibit B – *Legal Description – Leased Premises*

[SIGNATURE PAGES FOLLOW]

This Lease is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "**Effective Date**").

**Oskamp Flats Limited Partnership,**  
an Ohio limited partnership

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2026

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_, the \_\_\_\_\_ of **Oskamp Flats Limited Partnership**, an Ohio limited partnership, on behalf of the same.

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

*[CITY SIGNATURE PAGE FOLLOWS]*

**City of Cincinnati**

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2026

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_, the \_\_\_\_\_ of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation.

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

Approved by:

\_\_\_\_\_  
\_\_\_\_\_, Director  
Department of Transportation & Engineering

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

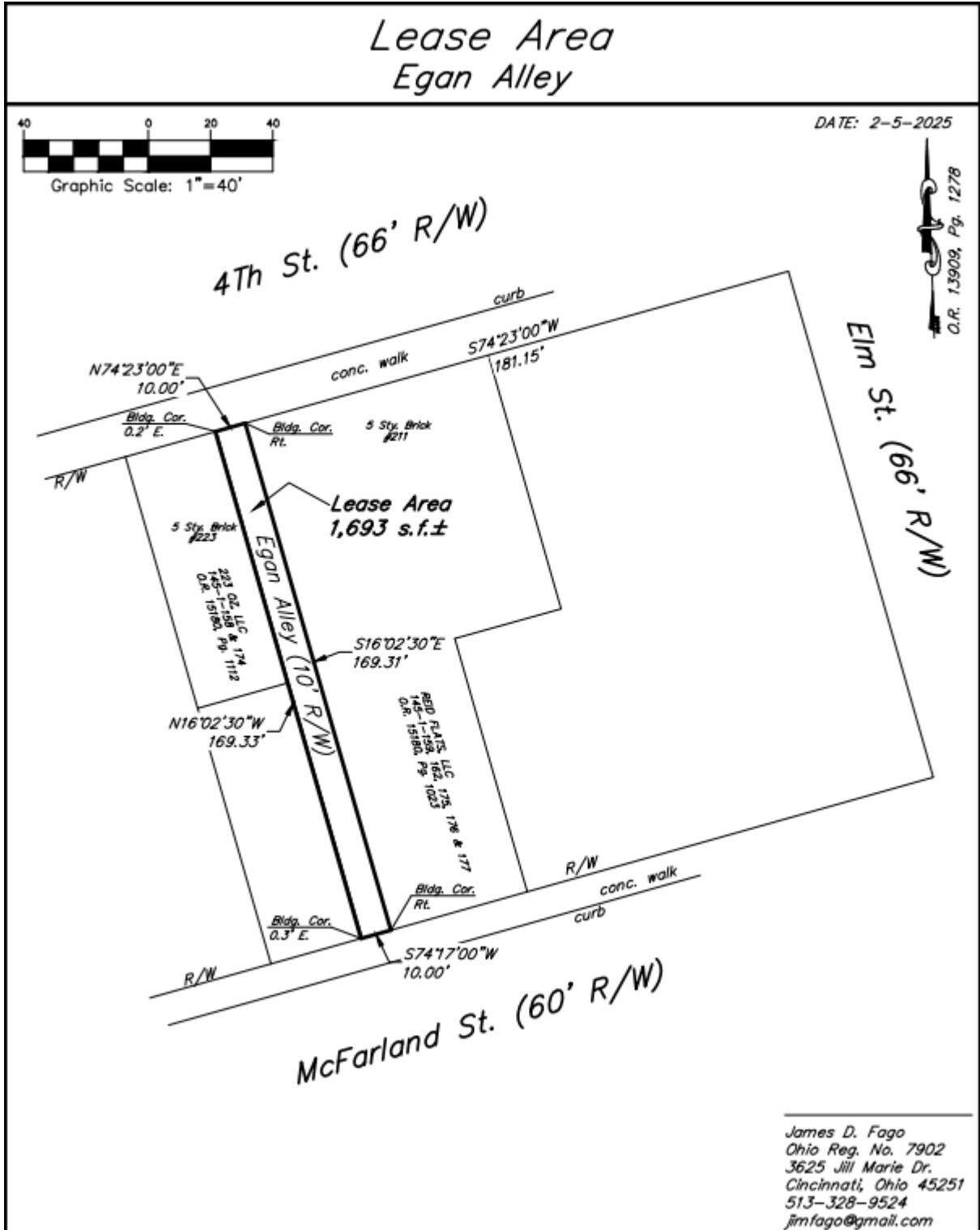
Fund/Code: \_\_\_\_\_

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

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

**EXHIBIT A**  
to Lease Agreement

**Site Map**



**EXHIBIT B**  
to Lease Agreement

*Legal Description –Leased Premises*

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

Beginning at the intersection of the south line of 4Th Street, 66' R/W and the east line of Egan Alley 10' R/W and being the corner of an existing building; thence with the east line of said Egan alley and along the west line of an existing building, South 16°02'30" East, 169.31 feet to an existing building corner at the intersection of the north line of McFarland Street, 60' R/W and the east line of said Egan Alley; thence with the north line of said McFarland Street, South 74°17'00" West, 10.00 feet to a point being 0.3 feet west of an existing building corner; thence with the west line of said Egan Alley, North 16°02'30" West, 196.33 feet to a point being 0.2 feet west of an existing building corner at the intersection of the south line of said 4Th Street and the west line of said Egan Alley; thence with the south line of said 4Th Street, North 74°23'00" East, 10.00 feet to the Place of Beginning. Containing 1,693 square feet of land more or less. Bearings based on O.R. 13909, Pg. 1278 H.C.R.O.. Subject to all legal highways, easements and restrictions of record. This description is based on a survey performed under the direction of James D. Fago, Ohio Reg. No. 7902.



202601217

**Jeff Cramerding**  
Councilmember

In 2015, Cincinnati City Council voted to ban conversion therapy in the city. This “therapy” attempts to change a person’s sexual orientation or gender identity and has been widely discredited and proven harmful.

On March 31st, 2026, the Supreme Court ruled against Colorado’s ban on conversion therapy in *Chiles v. Salazar*, ruling that the ban was an unlawful violation of free speech. This could result in conversion therapy bans all across the country being struck down and putting countless LGBTQ+ youth in danger.

The Supreme Court’s opinion focused on specific portions of Colorado’s ban that are similar to Cincinnati’s ban. With some wording changes, it is possible to preserve the law and continue to protect Cincinnati’s LGBTQ+ youth.

**WE MOVE** that the Law Department review Chapter 769 of the Cincinnati Municipal Code “Sexual Orientation or Gender Identity Change Efforts” and suggest any changes to protect the law against challenges as a result of *Chiles v. Salazar*.

JEFF CRAMERDING

[Signature]

[Signature]

\_\_\_\_\_

[Signature]

Ryan James

Evan T. Nolan

\_\_\_\_\_

Refer to Budget, Finance, and Governance

BK

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John

THE UNIVERSITY OF

John T. ...

John T. ...

John T. ...



**Jeff Cramerding**  
Councilmember

4/13/2026

## **MOTION**

### **Council Priority Budget Motion**

**WE MOVE** that the City Administration prepare a Fiscal Year 2027 Recommended General Fund Budget which respects the following policy guidelines and priorities:

#### **Police and Fire**

1. Prioritize public safety so that all essential functions, including enhanced police visibility and technology updates (surveillance cameras, FUSUS, drones), are maintained and the proposed recruit classes continue on schedule.

#### **Public Services & Infrastructure**

2. The Department of Public Services has made tremendous and noticeable strides under new leadership, including successful winter operation. DPS must have the resources (personnel, fleet, technology) necessary for improvements to year round service delivery, including pothole repair and litter cleanup.
3. Improve process for expedited deployment of Cincy on Track funds to accelerate investments in deferred capital maintenance and road repairs.
4. Continue to invest in the priorities outlined in the 2023 Green Cincinnati Plan.
5. Extend the residential sidewalk repair program and prioritize repairing City-owned sidewalks.
6. Continue the City's partnership with the County regarding the Regional Safety Complex, specifically related to requested updates to the Complex from CPD.

#### **Housing and Economic Development**

7. Fund the Office of Strategic Growth with adequate staffing and resources.
8. Create a neighborhood development fund that catalyzes housing and development, with an emphasis on major transit corridors, neighborhoods where there are no TIFs or the TIFs are not producing sufficient revenue, and neighborhoods where development is not occurring. The administration should examine and restructure existing capital programs into a more consolidated and clear structure to accomplish the goals listed above. This

should also include an examination of current TIF districts, possible restructuring and the creation of new TIFs.<sup>1</sup>

9. Continue funding the Affordable Housing Leverage Fund.

### **Violence Reduction**

10. Continue investment and implementation of ACT for Cincy violence reduction portfolio and action teams.
11. Maintain funding for Boots on the Ground and Safe and Clean grant programs.
12. Maintain funding for ARC, Community Responders teams, Victims Liaison Unit, and violence reduction partnerships.
13. Fund the installation of additional lights and cameras inside City-owned parks, playgrounds, and recreational areas.

### **Human Services**

14. Maintain funding for the Human Services Fund at 1.5% of the General Fund.
15. Invest in the City's Access to Counsel program.
16. Expand Rec @ Nite in partnership with Cincinnati Public Schools.

### **Economic Inclusion**

17. Invest in MORTAR for economic development and job readiness.
18. Deploy existing funding for minority-owned businesses through Represent Cincy.
19. Increase investments in lead abatement programs that protect children under six from lead poisoning.
20. Fund the Department of Opportunity & Resident Services with adequate staffing and resources.

### **Economic Development**

21. Fund CincyTech, Cintrifuse, REDI, the Port, and the Cincinnati Sports Commission to create and attract jobs.
22. Continue to invest in Red Bike's "Strengthen and Sustain" plan.
23. Support Findlay Market's capital campaign.

### **Youth Workforce Development**

24. Expand and streamline the City's youth workforce development programs. The program should:

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<sup>1</sup> In line with Motion 202600419 from Councilmember Walsh.

- Connect youth to jobs year-round
- Work with external partners for job placement
- Act as a one-stop-shop for the City's programs to refer applicants to programs such as Career Pathways Initiative, Youth 2 Work, and the City's green jobs programs.

### **Internal City Investments**

25. Continue to fund the City's pension contribution at 19.25%.
26. No budget cuts to personnel, outside of vacancy savings.

### **Arts, Culture, and Major Events**

27. Provide funding to the Farmer Music Center as directed by prior Council resolution.

### **Revenue Generators and Efficiencies**

28. Optimize parking revenue through new enforcement officers and enforcement citywide.
29. Examine the Cincinnati Accessibility Board of Advisors' resolution creating a volunteer parking enforcement unit of Cincinnatians with disabilities to enforce accessible parking laws.
30. Charge higher fees for non-city residents for certain City services such as park rentals, summer camps, and golf fees.
31. Continue to expand the Building Inspector Training Academy and fund inspectors for enforcement of the Vacant Building Registry, where fees are projected to cover 100%+ of the funding needed for the program.
32. Consolidate landscaping and facility maintenance for CRC and Parks where feasible.
33. Pursue reimbursements from Ohio Highway Patrol for crash responses and ODOT for snow and litter removal on State Routes in the City.

~~Jeff~~ Ormes

Evan Nolan

Anna Elvi

Marta D. De

April 8, 2026

**To:** Mayor and Members of City Council 202601229  
**From:** Sheryl M.M. Long, City Manager  
**Subject:** **Emergency Ordinance: Chief of Staff for the City Manager**

---

Attached is an Emergency Ordinance captioned:

**MODIFYING** the provisions of Chapter 307, “Classified Compensation Schedules,” of the Cincinnati Municipal Code by **ORDAINING** new Section 060 of Division 5 to establish the classification title and salary range schedule for the new employment classification of Chief of Staff for the City Manager.

The Department of Human Resources has done its due diligence and conducted appropriate internal comparisons to ensure that the new salary range is consistent with the scope of services and the level of responsibility. The creation of the Chief of Staff, City Manager’s Office, is necessary to attract and retain a quality employee, and to ensure consistency in the knowledge, skills, and abilities required to carry out the duties and tasks prescribed to the position.

The Administration recommends passage of this Emergency Ordinance.

cc: Latisha Hazell, HR Director

**EMERGENCY**

**AEP**

**-2026**

**MODIFYING** the provisions of Chapter 307, “Classified Compensation Schedules,” of the Cincinnati Municipal Code by **ORDAINING** new Section 060 of Division 5 to establish the classification title and salary range schedule for the new employment classification of Chief of Staff for the City Manager.

WHEREAS, the Human Resources Department, in consultation with the City Manager’s Office, has determined that it is necessary to create a new Chief of Staff for the City Manager classification specification to recruit and retain quality employees; and

WHEREAS, the Chief of Staff for the City Manager classification and compensation plan is necessary to ensure consistency in the knowledge, skills, and abilities required to carry out the duties and tasks prescribed for the position; and

WHEREAS, the position is responsible for strategic leadership, coordination, and oversight of all offices, divisions, business functions, personnel, and general office operations for the Office of the City Manager; and

WHEREAS, this position will provide highly responsible and complex administrative and legislative support to the City Manager, including policy development, project oversight, and management of high-priority initiatives; and

WHEREAS, the Human Resources Department has performed due diligence and conducted appropriate internal comparisons to ensure that the new classification and salary range are consistent with the scope of work and the level of responsibility of the position of Chief of Staff for the City Manager, with factors considered throughout the evaluation process including scope of responsibility, judgment and independent action, and accountability; now, therefore,

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

Section 1. That Section 060 of Division 5 of Chapter 307, “Classified Compensation Schedules,” of the Cincinnati Municipal Code is ordained as follows:

<b>Section</b>	<b>Classification</b>	<b>Minimum Annual Salary</b>	<b>Maximum Annual Salary</b>	<b>Division</b>
060	Chief of Staff for the City Manager	\$138,889.65	\$212,569.86	D5

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to establish the new classification title and salary range schedule for Chief of Staff for the City Manager to recruit and retain qualified employees.

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Aftab Pureval, Mayor

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

April 8, 2026

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

202601234

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

**Subject: Emergency Ordinance – Public Services: Moral Obligation  
Payment to Rehrig Pacific Company**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the payment of \$33,000 to Rehrig Pacific Company, including \$1,211 from permanent improvement program project account no. 758x253x252537, “Trash Receptacles & Collection Carts,” and \$31,789 from permanent improvement program project account no. 758x253x262537, “Trash Receptacles & Collection Carts,” as a moral obligation for 600 95-gallon EnviroGuard Roll-Out Carts purchased by the Department of Public Services Neighborhood Operations Division.

This Emergency Ordinance authorizes the payment of \$33,000 to Rehrig Pacific Company, including \$1,211 from permanent improvement program project account no. 758x253x252537, “Trash Receptacles & Collection Carts,” and \$31,789 from permanent improvement program project account no. 758x253x262537, “Trash Receptacles & Collection Carts,” as a moral obligation for 600 95-gallon EnviroGuard Roll-Out Carts purchased by the Department of Public Services Neighborhood Operations Division (NOD). Sufficient funds are available to pay for the order.

On February 13, 2026, the Department of Public Services Neighborhood Operations Division placed an order with Rehrig Pacific Company for 600 95-gallon EnviroGuard Roll-Out Carts without certifying funds prior to placing the order. The City received an invoice for \$33,000 for the order from Rehrig Pacific Company on March 10, 2026. To prevent recurrence, the Department of Public Services has implemented safeguards requiring written approval for all future purchases from the Superintendent.

The reason for the emergency is the immediate need to pay Rehrig Pacific Company for the outstanding charges in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

**EMERGENCY**

**AEP**

**- 2026**

**AUTHORIZING** the payment of \$33,000 to Rehrig Pacific Company, including \$1,211 from permanent improvement program project account no. 758x253x252537, “Trash Receptacles & Collection Carts,” and \$31,789 from permanent improvement program project account no. 758x253x262537, “Trash Receptacles & Collection Carts,” as a moral obligation for 600 95-gallon EnviroGuard Roll-Out Carts purchased by the Department of Public Services Neighborhood Operations Division.

WHEREAS, on February 13, 2026, the Department of Public Services Neighborhood Operations Division placed an order with Rehrig Pacific Company (“Contractor”) for 600 95-gallon EnviroGuard Roll-Out Carts without certifying funds prior to placing the order; and

WHEREAS, the City received an invoice for \$33,000 for the order from Contractor on March 10, 2026; and

WHEREAS, to prevent recurrence, the Department of Public Services has implemented safeguards requiring written approval from the Public Works Operation Superintendent for all future purchases; and

WHEREAS, sufficient funds are available in permanent improvement program project account no. 758x253x252537, “Trash Receptacles & Collection Carts,” and permanent improvement program project account no. 758x253x262537, “Trash Receptacles & Collection Carts,” to pay for the order; and

WHEREAS, Council desires to pay Contractor \$33,000 for the outstanding charges for EnviroGuard Roll-Out Carts; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay \$33,000 to Rehrig Pacific Company, including \$1,211 from permanent improvement program project account no. 758x253x252537, “Trash Receptacles & Collection Carts,” and \$31,789 from permanent improvement program project account no. 758x253x262537, “Trash Receptacles & Collection Carts,” as a moral obligation for 600 95-gallon EnviroGuard Roll-Out Carts purchased by the Department of Public Services Neighborhood Operations Division.

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

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

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Aftab Pureval, Mayor

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

April 8, 2026

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

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

202601236

**Subject: Emergency Ordinance – DOTE: 2026 Airport Improvement Program FAA Grant Lunken**

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Attached is an Emergency Ordinance captioned:

**ESTABLISHING** new capital improvement program project account no. 984x234x262356, “Lunken FAA 2026 AIP Grant,” to provide resources for the design of the Taxiway D reconstruction project and the design of the obstruction removal project adjacent to Runway 7 at Lunken Airport; **AUTHORIZING** the City Manager to apply for, accept, and appropriate an Airport Improvement Program grant of up to \$294,000 awarded through the Federal Aviation Administration (ALN 20.106) to the newly established capital improvement program project account no. 984x234x262356, “Lunken FAA 2026 AIP Grant,” to provide resources for the design of the Taxiway D reconstruction project and the design of the obstruction removal project adjacent to Runway 7 at Lunken Airport; **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 984x234x262356, “Lunken FAA 2026 AIP Grant”; and **AUTHORIZING** the City Manager to execute any agreements and do all things necessary for the receipt and administration of these grant resources.

Approval of this Emergency Ordinance will authorize the following:

1. The City Manager to apply for, accept, and appropriate a grant of up to \$294,000 awarded through the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) to provide resources for the design of the Taxiway D reconstruction project and the design of the obstruction removal project adjacent to Runway 7 at Lunken Airport.
2. The Director of Finance to deposit grant resources into newly established capital improvement program project account no. 984x234x262356, “Lunken FAA 2026 AIP Grant”.

Taxiway D at Lunken Airport has exceeded its useful life and no longer complies with current FAA taxiway design standards, requiring total pavement reconstruction and new lighting and signage to be installed. The approved Airport Layout Plan identifies Hangar 3 as an obstruction to Runway 07 at Lunken Airport, causing a safety deficiency that requires the removal of Hangar 3. The AIP grant would provide resources to support the design phase work on each of these projects, which is a prerequisite to a future construction phase.

Acceptance of this grant requires matching resources of up to \$32,667, which will be available in capital improvement program project account no. 980x234x222352, “FAA/ODOT Local Match,” as well as other future eligible grant awards. There are no new FTEs/full time equivalents associated with this grant

Designing improvements for Lunken Airport is in accordance with the “Connect” goal to “[d]evelop a regional transportation system that promotes economic vitality” as described on page 139 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to apply for the grant by May 1, 2026, to comply with the established FAA deadline.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



**EMERGENCY**

**MSS**

**2026**

**ESTABLISHING** new capital improvement program project account no. 984x234x262356, “Lunken FAA 2026 AIP Grant,” to provide resources for the design of the Taxiway D reconstruction project and the design of the obstruction removal project adjacent to Runway 7 at Lunken Airport; **AUTHORIZING** the City Manager to apply for, accept, and appropriate an Airport Improvement Program grant of up to \$294,000 awarded through the Federal Aviation Administration (ALN 20.106) to newly established capital improvement program project account no. 984x234x262356, “Lunken FAA 2026 AIP Grant,” to provide resources for the design of the Taxiway D reconstruction project and the design of the obstruction removal project adjacent to Runway 7 at Lunken Airport; **AUTHORIZING** the Director of Finance to deposit the grant resources into newly established capital improvement program project account no. 984x234x262356, “Lunken FAA 2026 AIP Grant”; and **AUTHORIZING** the City Manager to execute any agreements and do all things necessary for the receipt and administration of these grant resources.

WHEREAS, a grant of up to \$294,000 is available from the Airport Improvement Program through the Federal Aviation Administration (“FAA”) to provide resources for the design of the Taxiway D reconstruction project and the design of the obstruction removal project adjacent to Runway 7 at Lunken Airport; and

WHEREAS, Taxiway D at Lunken Airport has exceeded its useful life and no longer complies with current FAA taxiway design standards, requiring total pavement reconstruction and new lighting and signage to be installed; and

WHEREAS, the approved Airport Layout Plan identifies Hangar 3 as an obstruction to Runway 7 at Lunken Airport, causing a safety deficiency that requires the removal of Hangar 3; and

WHEREAS, the grant funding would support the design phase work on each of these projects, which is a prerequisite to a future construction phase; and

WHEREAS, acceptance of this grant requires matching resources of up to \$32,667, which will be available in capital improvement program project account no. 980x234x222352, “FAA/ODOT Local Match,” as well from as other future eligible grant awards; and

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

WHEREAS, designing improvements for Lunken Airport is in accordance with the “Connect” goal to “[d]evelop a regional transportation system that promotes economic vitality” as described on page 139 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That new capital improvement program project account no. 984x234x262356, “Lunken FAA 2026 AIP Grant,” is established to provide resources for the design of the Taxiway D

reconstruction project and the design of the obstruction removal project adjacent to Runway 7 at Lunken Airport.

Section 2. That the City Manager is authorized to apply for, accept, and appropriate an Airport Improvement Program grant of up to \$294,000 awarded through the Federal Aviation Administration (ALN 20.106) to newly established capital improvement program project account no. 984x234x262356, “Lunken FAA 2026 AIP Grant,” to provide resources for the design of the Taxiway D reconstruction project and the design of the obstruction removal project adjacent to Runway 7 at Lunken Airport.

Section 3. That the Director of Finance is authorized to deposit the grant resources into newly established capital improvement program project account no. 984x234x262356, “Lunken FAA 2026 AIP Grant.”

Section 4. That the City Manager is authorized to execute any agreements and do all things necessary for the receipt and administration of these grant resources.

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

Section 6. That this ordinance shall 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 apply for the grant by May 1, 2026, to comply with the established FAA deadline.

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Aftab Pureval, Mayor

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

April 8, 2026

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

20260123

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

**Subject: Emergency Ordinance – DOTE: Safe Routes to School Grant Application**

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Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for a grant awarded by the Ohio Department of Transportation’s Safe Routes to School program of up to \$1,000,000 to provide resources for a pedestrian and bicycle project focused on providing students of local schools with safe routes to school.

Approval of this Emergency Ordinance authorizes the City Manager to apply for grant resources of up to \$1,000,000 awarded by the Ohio Department of Transportation (ODOT) through the Safe Routes to School grant program to provide resources for a pedestrian and bicycle project focused on providing students of local schools with safe routes to school.

There are grant funds available from the Ohio Department of Transportation through the Safe Routes to School grant program that would assist with funding for the construction of a planned roadway project to install bicycle infrastructure and create safety improvements along Court Street downtown, including creating a bicycle connection and a comprehensive bicycle network in downtown, Over-the-Rhine, and the West End, and improving the intersection of Central Avenue and West 9th Street for safer crossings for pedestrians. Various pedestrian and bicycle safety improvements near local schools will provide safe and secure routes for students.

The grant application deadline was March 6, 2026, and the City has already applied for the grant, but no grant funds will be accepted without approval by the City Council.

This grant does not require matching funds, and there are no new FTE/full time equivalents associated with the acceptance of these grant resources.

Providing students with pedestrian and bicycle safety improvements near local schools is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategy to “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 127-137 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to meet the schedule requirements for the next round of funding and legislation due to ODOT by the deadline of May 1, 2026.

The Administration recommends passage of this Emergency Ordinance.

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

Attachments



## EMERGENCY

**KKF**

**- 2026**

**AUTHORIZING** the City Manager to apply for a grant awarded by the Ohio Department of Transportation's Safe Routes to School program of up to \$1,000,000 to provide resources for a pedestrian and bicycle project focused on providing students of local schools with safe routes to school.

WHEREAS, various pedestrian and bicycle safety improvements near local schools will provide safe and secure routes for students; and

WHEREAS, a grant is available from the Ohio Department of Transportation through the Safe Routes to School grant program in an amount of up to \$1,000,000; and

WHEREAS, the grant would assist with funding for the construction of a planned roadway project to install bicycle infrastructure and create safety improvements along Court Street downtown, including creating a bicycle connection and a comprehensive bicycle network in downtown, Over-the-Rhine, and the West End, and improving the intersection of Central Avenue and West 9th Street for safer crossings for pedestrians; and

WHEREAS, the grant application deadline was March 6, 2026, and the City has already applied for the grant, but no grant funds will be accepted without approval by Council; and

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

WHEREAS, providing students with pedestrian and bicycle safety improvements near local schools is in accordance with the "Connect" goal to "[d]evelop an efficient multi-modal transportation system that supports neighborhood livability" and strategy to "[p]lan, design, and implement a safe and sustainable transportation system" as described on pages 127-137 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for a grant awarded by the Ohio Department of Transportation's Safe Routes to School program of up to \$1,000,000 to provide resources for a pedestrian and bicycle project focused on providing students of local schools with safe routes to school.

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

Section 3. That this ordinance shall 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 meet the schedule requirements for the next round of funding and legislation due to ODOT by the deadline of May 1, 2026.

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Aftab Pureval, Mayor

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

April 13, 2026

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

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

202601352

**Subject: Ordinance – DOTE: ODOT HSIP Systemic Safety Grant for Duck Creek Sidewalk Phase 2 (B Version)**

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Attached is an Ordinance captioned:

**ESTABLISHING** new capital improvement program project account no. 980x232x262327, “Duck Creek Sidewalk Phase 2 PID 124594,” to provide resources for improving pedestrian safety along Duck Creek Road from Crane Avenue to Dana Avenue, located on the boundary of the Evanston and Hyde Park neighborhoods; **AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$670,230 from the Ohio Department of Transportation (“ODOT”) Highway Safety Improvement Program (ALN 20.272) to the newly established capital improvement program project account no. 980x232x262327, “Duck Creek Sidewalk Phase 2 PID 124594”; **AUTHORIZING** the Director of Finance to deposit the grant resources into the newly established capital improvement program project account no. 980x232x262327, “Duck Creek Sidewalk Phase 2 PID 124594”; **AUTHORIZING** the City Manager to enter into a Local Public Agency agreement with ODOT to complete the Duck Creek Sidewalk Phase 2 (PID 124594) project; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT to complete the Duck Creek Sidewalk Phase 2 (PID 124594) project.

The B Version of this Ordinance represents an adjustment in the grant award from \$609,300 to \$670,230, which is an increase in the amount of \$60,930. The B Version of this Ordinance also includes an adjustment in matching resources required for the grant from \$67,700 to \$74,470, which represents an increase in the amount of \$6,770.

Approval of this Ordinance authorizes the following:

1. The establishment of capital improvement program project account no. 980x232x262327, “Duck Creek Sidewalk Phase 2 PID 124594,” to provide resources for improving pedestrian safety along Duck Creek Road from Crane Avenue to Dana Avenue, located on the boundary of the Evanston and Hyde Park neighborhoods.
2. The City Manager to apply for, accept, and appropriate a grant of up to \$670,230 from the Ohio Department of Transportation (ODOT) Highway Safety Improvement Program (HSIP).

3. The Director of Finance to deposit resources into capital improvement program project account no. 980x232x262327, “Duck Creek Sidewalk Phase 2 PID 124594”.

On March 12, 2025, the City Council passed Ordinance No. 52-2025, which authorized the City Manager to apply for funding from multiple HSIP grants awarded by ODOT, with any awarded funds to be used to ensure the timely completion of various high-priority safety projects identified by the Department of Transportation and Engineering. ODOT has awarded the City funding of up to \$670,230 to improve pedestrian safety along Duck Creek Road from Crane Avenue to Dana Avenue, located on the boundary of the Evanston and Hyde Park neighborhoods, but no grant funds will be accepted without approval by the City Council.

This grant requires matching resources of up to \$74,470, which will be provided from various existing capital improvement program project accounts. There are no new FTEs/full time equivalents associated with this grant.

Implementing pedestrian safety measures is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategy to “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 127-137 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

**ESTABLISHING** new capital improvement program project account no. 980x232x262327, “Duck Creek Sidewalk Phase 2 PID 124594,” to provide resources for improving pedestrian safety along Duck Creek Road from Crane Avenue to Dana Avenue, located on the boundary of the Evanston and Hyde Park neighborhoods; **AUTHORIZING** the City Manager to accept and appropriate a grant of up to \$670,230 from the Ohio Department of Transportation (“ODOT”) Highway Safety Improvement Program (ALN 20.272) to the newly established capital improvement program project account no. 980x232x262327, “Duck Creek Sidewalk Phase 2 PID 124594”; **AUTHORIZING** the Director of Finance to deposit the grant resources into the newly established capital improvement program project account no. 980x232x262327, “Duck Creek Sidewalk Phase 2 PID 124594”; **AUTHORIZING** the City Manager to enter into a Local Public Agency agreement with ODOT to complete the Duck Creek Sidewalk Phase 2 (PID 124594) project; and **AUTHORIZING** the City Manager to do all things necessary to cooperate with the Director of ODOT to complete the Duck Creek Sidewalk Phase 2 (PID 124594) project.

WHEREAS, grants are available from the Ohio Department of Transportation’s (“ODOT”) Highway Safety Improvement Program (“HSIP”) to support projects that enhance roadway and pedestrian safety; and

WHEREAS, on March 12, 2025, Council passed Ordinance No. 52-2025, which authorized the City Manager to apply for funding from multiple HSIP grants awarded by ODOT, with any awarded funds to be used to ensure the timely completion of various high-priority safety projects identified by the Department of Transportation and Engineering; and

WHEREAS, ODOT has awarded the City funding of up to \$670,230 to improve pedestrian safety along Duck Creek Road from Crane Avenue to Dana Avenue, located on the boundary of the Evanston and Hyde Park neighborhoods, but no grant funds will be accepted without approval by Council; and

WHEREAS, acceptance of this grant requires matching resources of up to \$74,470, which will be provided from various existing capital improvement program project accounts; and

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

WHEREAS, implementing pedestrian safety measures is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategy to “[p]lan, design, and implement a safe and sustainable transportation system” as described on pages 127-137 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x232x262327, “Duck Creek Sidewalk Phase 2 PID 124594,” to

provide resources for improving pedestrian safety along Duck Creek Road from Crane Avenue to Dana Avenue, located on the boundary of the Evanston and Hyde Park neighborhoods.

Section 2. That the City Manager is authorized to accept and appropriate a grant of up to \$670,230 from the Ohio Department of Transportation (“ODOT”) Highway Safety Improvement Program (ALN 20.272) to the newly established capital improvement program project account no. 980x232x262327, “Duck Creek Sidewalk Phase 2 PID 124594.”

Section 3. That the Director of Finance is authorized to deposit the grant resources into the newly established capital improvement program project account no. 980x232x262327, “Duck Creek Sidewalk Phase 2 PID 124594.”

Section 4. That the City Manager is authorized to enter into a Local Public Agency agreement with ODOT to complete the Duck Creek Sidewalk Phase 2 (PID 124594) project.

Section 5. That the City Manager is authorized to do all things necessary to cooperate with the Director of ODOT to complete the Duck Creek Sidewalk Phase 2 (PID 124594) project.

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

Section 7. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2026

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Aftab Pureval, Mayor

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

202601222

**Date:** April 8, 2026

**To:** Vice Mayor Jan-Michele Lemon Kearney  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Emergency Ordinance – Honorary Secondary Street Renaming – Mark Mitchell Way**

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Transmitted herewith is an emergency ordinance captioned as follows:

**DECLARING** that Ezzard Charles Drive at Central Avenue in the West End neighborhood shall hereby receive the honorary, secondary name of “Coach Mark Mitchell Way” in honor of Coach Mark Mitchell and in recognition of his extraordinary achievements in coaching basketball, mentorship of local youths, and his lasting impact on student-athletes and the Cincinnati community.

EESW/JRS(dbr)  
Attachment  
4914-5924-5721

EMERGENCY

City of Cincinnati

JRS

EESW

An Ordinance No. \_\_\_\_\_

- 2026

**DECLARING** that Ezzard Charles Drive at Central Avenue in the West End neighborhood shall hereby receive the honorary, secondary name of “Coach Mark Mitchell Way” in honor of Coach Mark Mitchell and in recognition of his extraordinary achievements in coaching basketball, mentorship of local youths, and his lasting impact on student-athletes and the Cincinnati community.

WHEREAS, Coach Mark Mitchell is a legendary figure in Cincinnati basketball, widely respected for his winning record, leadership, mentorship, and positive influence on generations of student-athletes; and

WHEREAS, Coach Mark Mitchell is a graduate of Princeton High School, Class of 1985, where he was a standout football player and contributed as an offensive tackle to Princeton High School’s 1983 Division I state championship team; and

WHEREAS, Coach Mark Mitchell continued his athletic career at Eastern Kentucky University and later earned a professional tryout with the Detroit Lions before transitioning into a highly successful career in basketball coaching; and

WHEREAS, Coach Mark Mitchell began his coaching career as an assistant coach at Winton Woods High School from 2001 to 2003, where he helped lead the Warriors to a Division I State Runner-up finish in 2002; and

WHEREAS, in 2002, Coach Mark Mitchell was named head boys’ basketball coach at Taft High School and immediately revitalized a program that had experienced ten consecutive losing seasons, leading the Senators in his first season to a 22-3 record and the 2003 Cincinnati city championship; and

WHEREAS, during his eleven seasons as head coach at Taft High School from 2002 to 2013, Coach Mark Mitchell achieved 221 career victories, the most in school history, captured eight Cincinnati Metro Athletic Conference (“CMAC”) Championships, nine sectional titles, four district titles, and the Division III State Championship during the 2010-2011 season with a 25-1 record; and

WHEREAS, Coach Mark Mitchell was recognized for his excellence in coaching by being named CMAC Coach of the Year eight times and Cincinnati Enquirer Coach of the Year five times; and

WHEREAS, following his tenure at Taft High School, Coach Mark Mitchell continued to serve the game of basketball and the community by coaching at Western Hills High School, serving as an assistant coach with The Ohio State University women’s basketball program, and leading Wilberforce University as head men’s basketball coach for four seasons; and

WHEREAS, Coach Mark Mitchell's commitment to athletic excellence and family values is reflected in the achievements of his daughter, Kelsey Mitchell, Princeton High School's all-time leading scorer, a member of The Ohio State University Athletics Hall of Fame, and the No. 2 overall selection in the 2018 WNBA Draft by the Indiana Fever; and

WHEREAS, Coach Mark Mitchell's career exemplifies dedication to education, discipline, teamwork, and community service, leaving a lasting legacy within the City of Cincinnati and beyond; and

WHEREAS, Coach Mitchell passed away in 2024 but his contributions and service in the sport of basketball and its impact on the Cincinnati community will long be remembered; now, therefore,

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

Section 1. That Ezzard Charles Drive at Central Avenue in the West End neighborhood shall hereby receive the honorary, secondary name of "Coach Mark Mitchell Way" in honor of Coach Mark Mitchell and in recognition of his extraordinary achievements in coaching basketball, mentorship of local youths, and his lasting impact on student-athletes and the Cincinnati community.

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Ezzard Charles Drive at Central Avenue in the West End neighborhood as "Coach Mark Mitchell Way" in accordance with the Department of Transportation and Engineering's procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to Coach Mark Mitchell's family via the office of Vice Mayor Jan-Michele Lemon Kearney.

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 allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Aftab Pureval, Mayor

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

*20260117*  
**Date:** April 1, 2026

**To:** Vice Mayor Jan-Michele Lemon Kearney  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Emergency Ordinance – Honorary Secondary Street Renaming – Anzora Adkins Way**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**DECLARING** that Fernside Place at Blair Avenue in the Evanston neighborhood shall hereby receive the honorary, secondary name of “Anzora Adkins Way” in honor of Anzora Adkins and in recognition of her countless hours of diligent volunteer service in the Evanston neighborhood and in the city of Cincinnati, including her efforts as a community leader, advocate, and organizer.

EESW/JRS(dbr)  
Attachment  
4907-4218-9462

EMERGENCY

City of Cincinnati

JRS

EESW

An Ordinance No. \_\_\_\_\_

- 2026

**DECLARING** that Fernside Place at Blair Avenue in the Evanston neighborhood shall hereby receive the honorary, secondary name of “Anzora Adkins Way” in honor of Anzora Adkins and in recognition of her countless hours of diligent volunteer service in the Evanston neighborhood and in the city of Cincinnati, including her efforts as a community leader, advocate, and organizer.

WHEREAS, Anzora Adkins is a respected community leader, advocate, and organizer in the Evanston neighborhood, who proudly served as President of the Evanston Community Council; and

WHEREAS, during her tenure as President, Ms. Adkins championed initiatives that strengthened neighborhood unity, advanced equitable development, and amplified residents’ voices in the city of Cincinnati (“City”) decision-making; and

WHEREAS, under her leadership, the Evanston Community Council focused on improving public safety, supporting small businesses, and creating meaningful opportunities for youth engagement; and

WHEREAS, Ms. Adkins worked collaboratively with City officials, faith leaders, and local organizations to secure resources for housing stability, neighborhood beautification, and community programming that reflected Evanston’s unique history and culture; and

WHEREAS, Ms. Adkins is widely known for her hands-on leadership style and her ability to bring together diverse stakeholders around shared goals rooted in collaboration, equity, and mutual respect; and

WHEREAS, the legacy of Anzora Adkins’ service as Council President continues to inspire a new generation of civic leaders committed to building a stronger, more inclusive Evanston neighborhood; and

WHEREAS, Anzora Adkins has made a lasting impact to the Evanston community and to the City, and her contributions will long be remembered; now, therefore,

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

Section 1. That Fernside Place at Blair Avenue in the Evanston neighborhood shall hereby receive the honorary, secondary name of “Anzora Adkins Way” in honor of Anzora Adkins and her tireless volunteer work to improve the neighborhood of Evanston and the city of Cincinnati (“City”).

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Fernside Place at Blair Avenue in the Evanston neighborhood as “Anzora Adkins Way” in accordance with the Department of Transportation and Engineering’s procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to Anzora Adkins and her family via the office of Vice Mayor Jan-Michele Lemon Kearney.

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 allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Aftab Pureval, Mayor

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

202601179  
**Date:** April 1, 2026

**To:** Vice Mayor Jan-Michele Lemon Kearney  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Emergency Ordinance – Honorary Secondary Street Renaming – Darnell Mansoor Way**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**DECLARING** that Montgomery Road at the intersection with Blair Street in the Evanston neighborhood shall hereby receive the honorary, secondary name of “Darnell Mansoor Way” in honor of Cincinnati Police Officer Darnell Mansoor and in recognition of his service to the City of Cincinnati.

EESW/JRS(dbr)  
Attachment  
4907-4218-9462

EMERGENCY

City of Cincinnati

JRS

EESW

An Ordinance No. \_\_\_\_\_

- 2026

**DECLARING** that Montgomery Road at the intersection with Blair Street in the Evanston neighborhood shall hereby receive the honorary, secondary name of “Darnell Mansoor Way” in honor of Cincinnati Police Officer Darnell Mansoor and in recognition of his service to the City of Cincinnati.

WHEREAS, Darnell Mansoor was born on October 24, 1955, and joined the City of Cincinnati (“City”) Police Department in 1980; and

WHEREAS, Officer Mansoor was a devout Muslim and family man and showed compassion in everything he did; and

WHEREAS, throughout his career, Officer Mansoor was known for his professionalism, integrity, and compassion; and

WHEREAS, Officer Mansoor made significant contributions to the Cincinnati community through his work in the community and dedication to crime prevention; and

WHEREAS, Officer Mansoor was known for his outgoing and congenial personality, and working with troubled individuals that needed a guiding and helping hand; and

WHEREAS, Officer Mansoor tragically lost his life while off duty in April 1993; and

WHEREAS, with deep respect and remembrance, the City wishes to honor the legacy of Officer Darnell Mansoor who served the City of Cincinnati Police Department and community with unwavering dedication, integrity, and compassion for thirteen years; now, therefore,

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

Section 1. That Montgomery Road at the intersection with Blair Street in the Evanston neighborhood shall hereby receive the honorary, secondary name of “Darnell Mansoor Way” in honor of Officer Darnell Mansoor to preserve his memory and his service to the City of Cincinnati (“City”).

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Montgomery Road

at the intersection with Blair Street in the Evanston neighborhood as “Darnell Mansoor Way” in accordance with the Department of Transportation and Engineering’s procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to the family of Officer Darnell Mansoor via the office of Vice Mayor Jan-Michele Lemon Kearney.

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 allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Aftab Pureval, Mayor

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



Interdepartmental Correspondence Sheet

20260114W

Date: April 1, 2026

**To:** Councilmember Scotty Johnson  
**From:** Emily Smart Woerner, City Solicitor *EESW*  
**Subject:** **Emergency Ordinance – Honorary Secondary Street Renaming – Barnes Brothers Way**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**DECLARING** that Mathis Street at Madison Road in the Madisonville neighborhood shall hereby receive the honorary, secondary name of “Barnes Brothers Way” in honor of the Barnes Brothers Barbershops, and their lasting impact and dedication of service to the Cincinnati community for over sixty years.

EESW/JRS(dbr)  
Attachment  
4923-7571-8037

EMERGENCY

City of Cincinnati

JRS

EESW

An Ordinance No. \_\_\_\_\_

- 2026

**DECLARING** that Mathis Street at Madison Road in the Madisonville neighborhood shall hereby receive the honorary, secondary name of “Barnes Brothers Way” in honor of the Barnes Brothers Barbershops, and their lasting impact and dedication of service to the Cincinnati community for over sixty years.

WHEREAS, the Barnes Brothers Barbershop is a cornerstone of the Cincinnati community and is a family-owned business legacy spanning more than sixty years in the neighborhoods of Evanston, Madisonville, and Avondale; and

WHEREAS, the Barnes Brothers Barbershop began when Monroe Barnes, who served as a barber during the Korean War in 1953, returned to Cincinnati and opened a barbershop in the Evanston neighborhood; and

WHEREAS, the first Barnes Brothers Barbershop became a trusted and welcoming gathering place for residents, and its success created additional locations throughout Cincinnati; and

WHEREAS, for decades, the Barnes Brothers Barbershops have served not only as places of business but as community cornerstone institutions, being spaces that are filled with fellowship, mentorship, laughter, and support for generations of Cincinnati families; and

WHEREAS, the Barnes Brother Barbershops have lasted through generations of the Barnes family and served generations of Cincinnati residents; and

WHEREAS, through dedication, entrepreneurship, and longstanding community presence, Barnes Brothers Barbershops have made meaningful and lasting impacts on neighborhoods throughout the city; and

WHEREAS, it is fitting and proper to honor the Barnes Brothers Barbershops’ enduring contributions to the community by naming a street in its honor; and

WHEREAS, the Barnes Brothers Barbershops have made a lasting impact to the Cincinnati community and to the City of Cincinnati’s citizens, and their impact on the Cincinnati community will long be remembered; now, therefore,

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

Section 1. That Mathis Street at Madison Road in the Madisonville neighborhood shall hereby receive the honorary, secondary name of “Barnes Brothers Way” in honor of the Barnes

Brothers Barbershop and in recognition of its impact on the Cincinnati community and the neighborhoods of Evanston, Madisonville, and Avondale.

Section 2. That the appropriate City of Cincinnati officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Mathis Street at Madison Road in the Madisonville neighborhood as “Barnes Brothers Way” in accordance with the Department of Transportation and Engineering’s procedures relating to street designation and related signage.

Section 3. That a copy of this ordinance be sent to the Barnes Brothers Barbershops via the office of Councilmember Scotty Johnson.

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 allow the Department of Transportation and Engineering to move forward with the administrative requirements related to the honorary naming of streets to provide for the ceremony and dedication of the honorary street name at the earliest possible time.

Passed: \_\_\_\_\_, 2026

\_\_\_\_\_  
Aftab Pureval, Mayor

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

April 8, 2026

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

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

20260123

**Subject: Emergency Ordinance – AUTHORIZING A PROPERTY SALE AND DEVELOPMENT AGREEMENT WITH PLANT PRESS PROPERTIES, LLC.**

---

Attached is an Emergency Ordinance captioned:

**APPROVING AND AUTHORIZING** the City Manager to execute a Property Sale and Development Agreement with Plant Press Properties, LLC, for the sale of City-owned real property located at 1318 Boyd Street in the Northside neighborhood of Cincinnati, to facilitate the company's construction of a two-story duplex consisting of two residential rental units, at an estimated total project cost of approximately \$272,900.

**STATEMENT**

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

**BACKGROUND/CURRENT CONDITIONS**

1318 Boyd Street is a Cincinnati Land Reutilization Program (CLRP) property owned by the City of Cincinnati in the Northside neighborhood near the Northside Business District. The lot is approximately 0.07 acres and is zoned SF-2. It is a rectangular-shaped lot with approximately 26 feet of frontage on the north side of Boyd Street. The site is currently vacant land.

In 2022, DCED released a Request for Proposals (RFP) for the site after receiving continual expressed interest in the property from the development community over the prior years. The RFP remained open for three (3) months and DCED staff presented it to the Northside Community Council. There were no responses to the RFP, which closed December 9, 2022.

**DEVELOPER INFORMATION**

Plant Press Properties LLC is owned and operated by Aaron Leow. Mr. Leow is a citizen of Cincinnati looking to invest in and develop on the site of 1318 Boyd Street. DCED received an application (Application to Purchase Cincinnati Land Reutilization Program

Property) from Aaron Leow who expressed interest in purchasing this property after the zero submission RFP. This will be Mr. Leow's first project in the City of Cincinnati.

**PROJECT DESCRIPTION**

Aaron Leow will construct one (1) new, two-story, LEED certified building. The project will contain two (2) naturally affordable rental units, both being one (1) one-bedroom units. Projected rents are \$750 - \$850. Total project cost, excluding acquisition, is estimated to be \$238,900.

**PROPOSED INCENTIVE**

DCED is recommending a sale to Aaron Leow at fair market value of \$34,000. The recommendation is based on the determination that Aaron Leow has presented an advantageous proposal for the redevelopment of the vacant property. The proposed project will activate the site by adding two (2) new units of housing in Northside.

**RECOMMENDATION**

The Administration recommends approval of this Ordinance.

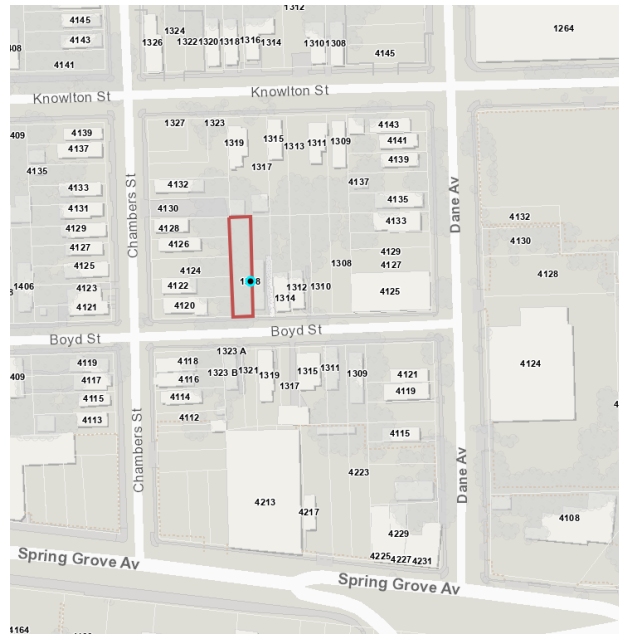
Attachment: Project Outline, Property location and Photographs.

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

**Project Outline**

Project Name	1318 Boyd Street Property Sale and Development
Street Address	1318 Boyd Street
Neighborhood	Northside
Property Condition	Vacant Land
Project Type	New Construction
Project Cost	Hard Construction Costs: \$200,400 Acquisition Costs: \$34,000 Soft Costs: \$38,500 Total Project Cost: \$272,900
Private Investment	Private Financing: \$200,000 Developer Equity: \$75,000
Sq. Footage by Use	Residential: 1,000 SF Office: N/A
Number of Units and Rent Ranges	2 1-BR Units; Rent \$750 - \$850 2 Total Units
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Live Initiative Area Goal 3 (p. 164 – 178)

**Project Image and Site Map**



## EMERGENCY

EVK

- 2026

**AUTHORIZING** the City Manager to execute a Property Sale and Development Agreement with Plant Press Properties, LLC, for the sale of City-owned real property located at 1318 Boyd Street in the Northside neighborhood of Cincinnati, to facilitate the company's construction of a two-story duplex consisting of two residential rental units, at an estimated total project cost of approximately \$272,900.

WHEREAS, the city of Cincinnati (the "City") owns certain real property located at 1318 Boyd Street in the Northside neighborhood of Cincinnati, as more particularly depicted and described in the Property Sale and Development Agreement attached to this ordinance as Attachment A and incorporated herein by reference (the "Property"), which Property is under the management and control of the City's Department of Community and Economic Development ("DCED"); and

WHEREAS, Plant Press Properties, LLC, an Ohio limited liability company ("Developer") desires to purchase the Property, and thereafter construct a two-story duplex consisting of two residential rental units (the "Project"); and

WHEREAS, the City's Real Estate Services Division has determined, by professional appraisal, that the fair market value of the Property is approximately \$34,000, which Developer has agreed to pay; 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 (i) the Property is not needed for any municipal purpose and the sale of the Property will not be detrimental to the public interest; (ii) upon the recommendation of DCED, the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents; and (iii) the Project is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's sale of the Property at its meeting on October 17, 2025; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Property Sale and Development Agreement, in substantially the form attached to this ordinance as Attachment A (the “Agreement”), pursuant to which the city of Cincinnati (the “City”) will sell to Plant Press Properties, LLC (“Developer”) certain real property located at 1318 Boyd Street in the Northside neighborhood of Cincinnati (the “Property”), for Developer to construct a two-story duplex consisting of two residential rental units, at an estimated total project cost of approximately \$272,900 (the “Project”).

Section 2. That the City’s Real Estate Services Division has determined, by professional appraisal, that the fair market value of the Property is approximately \$34,000, which Developer has agreed to pay.

Section 3. That the Property is not needed for municipal purposes and that the sale of the Property will not be detrimental to the general interest.

Section 4. That proceeds from the sale of the Property 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 thereof into Miscellaneous Permanent Improvement Fund 757.

Section 5. 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 the Agreement, including, without limitation, executing any and all ancillary agreements, amendments, deeds, plats, terminations, releases, and other documents.

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

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to expedite the parties' execution of the Agreement, so that Developer can move forward with the Project without delay, enabling the Property to be put to its highest and best use, for the economic benefit of the City, at the earliest possible time.

Passed: \_\_\_\_\_, 2026

---

Aftab Pureval, Mayor

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

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

**PROPERTY SALE AND DEVELOPMENT AGREEMENT**

*between the*

**CITY OF CINCINNATI**

*and*

**PLANT PRESS PROPERTIES, LLC**

Project Name: 1318 Boyd Street

(sale of City-owned real property for development of a duplex  
in the Northside neighborhood of Cincinnati)

## PROPERTY SALE AND DEVELOPMENT AGREEMENT

This Property Sale and Development 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 address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”), and **PLANT PRESS PROPERTIES, LLC**, an Ohio limited liability company, the address of which is 1449 Thompson Heights, Cincinnati, Ohio 45223 (“**Developer**”).

### Recitals:

A. The City owns certain real property located at 1318 Boyd Street in the Northside neighborhood of Cincinnati, which property is more particularly described on Exhibit A (Legal Description of Property) hereto (the “**Property**”), and which is under the management and control of the City’s Department of Community and Economic Development (“**DCED**”).

B. Pursuant to a Request for Proposals issued by the City, Developer’s development proposal was determined to be the most advantageous to the City, pursuant to which Developer desires to purchase the City Property and construct on the Property a multi-family 2-story duplex consisting of 2 residential rental units, as more particularly described on Exhibit B (Statement of Work, Budget, and Sources of Funds) hereto, at an estimated total project cost of approximately \$272,900 (the “**Project**”).

C. The City’s Real Estate Services Division has determined, by professional appraisal, that the fair market value of the Property is approximately \$34,000 (the “**Purchase Price**”), which Developer has agreed to pay.

D. 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.

E. Pursuant to Ohio Revised Code Chapter 723, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for any municipal purpose.

F. The City has determined that (i) the Property is not needed for any municipal purpose and the sale of the Property will not be detrimental to the public interest; (ii) upon the recommendation of DCED, the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents; and (iii) the Project is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

G. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City’s sale of the Property to Developer at its meeting on October 17, 2025.

H. Execution of this Agreement on behalf of the City has been authorized by Ordinance No. \_\_\_\_\_-2026, passed by City Council on \_\_\_\_\_, 2026.

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

**1. Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Property to Developer, and Developer hereby agrees to purchase the Property from the City, for the Purchase Price. Developer acknowledges that it is familiar with the condition of the Property, and, at Closing (as defined below), the City shall convey the Property to Developer in “as is” condition. The City makes no representations or warranties to Developer with respect to the condition of the Property and, from and after the Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the Property.

## 2. Closing and Conditions to Closing.

(A) Conditions. The Closing shall not occur unless and until each of the following conditions, including any and all other conditions as may be identified in the City's Coordinated Report No. 105-2024 (collectively, the "**Conditions**") have been satisfied or waived in writing by the City, at the City's sole and absolute discretion; *provided, however*, that if the City, in its sole and absolute 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 Deed (as defined below) or handle such Conditions post-Closing:

- (i) *Title and Survey:* Developer shall have approved the title to the Property as set forth in a commitment of title insurance obtained by Developer and in an ALTA property survey of the Property.
- (ii) *Geotechnical and Environmental Condition:* Developer shall be satisfied that the geotechnical and environmental condition of the Property is acceptable for development of the Project.
- (iii) *Developer Inspections:* Developer shall have determined from any inspections and investigations made pursuant to this Section 2, including marketing studies, traffic studies, feasibility studies, and any other studies and investigations related to the Property or the Project that Developer may elect to conduct or have conducted, that the Property and the conditions and circumstances surrounding the Property are suitable for development, construction, and use of the Project in an economically feasible manner.
- (iv) *Financing:* Developer shall have delivered to the City a satisfactory loan commitment or letter from Developer's lender or other documentation evidencing that Developer has secured or will be able to secure all financing necessary to complete the Project.
- (v) *Scope and Budget:* Developer shall have delivered to the City a detailed and updated scope and budget for the Project.
- (vi) *Final Budget and Construction Contract:* Developer shall have obtained and delivered to the City final construction bids and a final budget for construction of the Project and an executed copy of Developer's construction contract with Developer's general contractor for the Project.
- (vii) *Building Permit and Zoning Approvals:* Developer shall have secured all zoning and permitting approvals necessary to construct the Project.
- (viii) *Construction Schedule:* Developer shall have delivered to the City the proposed construction schedule for the Project.
- (ix) *Final Plans and Specifications:* Developer shall have submitted its final professionally prepared plans and specifications for the Project (as the same may be amended from time to time and approved by the City, the "**Plans and Specifications**").
- (x) *Coordinated Report Conditions:* Developer shall have satisfied the conditions set forth in the City's Coordinated Report No. 105-2024, which conditions are summarized in Section 11 below.
- (xi) *Project Completion:* Based upon all information then available to the City, the City must be reasonably satisfied that Developer has attained or will attain all approvals and awards necessary to complete the Project, has made no false or misleading

claims to the City regarding the Project, and is otherwise prepared, able, and ready to complete the Project in accordance with the requirements of this Agreement.

- (xii) *Continued Compliance:* Developer shall be in compliance with all obligations under this Agreement and all representations made by Developer under this Agreement or any other document executed between Developer and the City related to the Project shall continue to be true and accurate.
- (xiii) *Other Information:* Developer shall have provided such other information and documents pertaining to Developer or the Project as the City may reasonably require.

All of the due diligence materials, investigations, and documents referred to in this paragraph (A) shall be performed and obtained, as the case may be, at no cost to the City.

(B) Copies of Due Diligence Materials to Be Provided to City. Once the aforementioned materials in this Section have been provided by Developer as a Condition and have been approved by the City, Developer shall not make or permit any changes thereto without the prior written consent of the Director of DCED. Without limitation of Developer's other obligations, prior to Closing, and as such due diligence materials are obtained by Developer, Developer, at no cost to the City, shall provide DCED with copies of the inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer prior to Closing that pertain to the Project or the Property, or are otherwise related to anything authorized pursuant to the terms and conditions of this Agreement.

(C) Developer's Right of Entry. Prior to Closing, Developer may enter the Property during reasonable business hours to conduct tests and inspections related to the Project, *provided that* Developer must provide DCED at least 24 hours' notice prior to entering the Property. Developer shall promptly repair any damage to the Property resulting from its inspections and Developer shall hold the City harmless from any loss or expense arising out of Developer's activities on the Property. Entry shall be at the sole risk of Developer.

(D) Right to Terminate. If prior to Closing, 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 as of June 1, 2026, the City, in its sole and absolute discretion, may terminate this Agreement and all rights and obligations of the parties hereunder by giving written notice thereof to Developer.

(E) Closing Date. Subject to the terms and conditions of this Agreement, the purchase of the Property by Developer and the sale and conveyance of the Property by the City to Developer (the "**Closing**") shall take place no later than 3 months following the Effective Date of this Agreement, or such earlier or later date upon which the parties mutually agree. Under no circumstances shall Developer use insufficient funds as the justification for requesting an extension of such date.

(F) Closing Costs and Closing Documents. At the Closing, (i) Developer shall pay the City the Purchase Price in full, and (ii) the City shall convey all of its right, title, and interest in and to the City Property to Developer by Quitclaim Deed substantially in the form of Exhibit C (Form of Quitclaim Deed) hereto (the "**Deed**"). Developer shall pay all Hamilton County, Ohio, recording fees and any and all other customary closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Developer and its successors in title, shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a closing statement and any and all other customary closing documents that are necessary for the Closing (except that the City shall not be required to execute a title affidavit or the like). Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Developer shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed to the City by Developer or any of

its affiliated entities. The provisions of this Agreement shall survive the City's execution and delivery of the Deed and shall not be deemed to have been merged therein.

(G) Maintenance of Property Between Closing and Prior to Construction Commencement. Between the Closing and Construction Commencement (as defined below), Developer, at no expense to the City, shall maintain the Property in presentable condition, including keeping the site reasonably free of debris and other unsightly materials.

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

### **3. Commencement and Completion of Project.**

(A) Commencement and Completion of Construction. Following Closing, Developer shall (i) (a) apply for and receive the required building permits from the City's Department of Buildings and Inspections ("**B&I**") for construction of the Project, and (b) commence on-site demolition and construction of the Project in accordance with the Plans and Specifications (collectively, the "**Construction Commencement**") no later than August 1, 2026 (the "**Construction Commencement Date**") and (ii) complete construction of the Project (as evidenced by issuance of a certificate of occupancy for the Project) in accordance with the Plans and Specifications and all other City approvals no later than the April 31, 2027 (the "**Construction Completion Date**"); *provided however*, that upon Developer's written request and at the DCED Director's sole and absolute discretion, the City may extend the Construction Commencement Date and the Construction Completion Date each by up to 12 months by providing written notice to Developer. Under no circumstances shall Developer use insufficient funds as the justification for requesting an extension of either such date.

(B) Repurchase Option. As memorialized in the Deed, (i) if Construction Commencement has not occurred by the Construction Commencement Date (a "**Commencement Failure**"), or (ii) if the Project is not completed by the Construction Completion Date (a "**Completion Failure**"), then the City shall have the option, in the City's sole and absolute discretion, to repurchase the Property for the Purchase Price (the "**Repurchase Option**"). To exercise the Repurchase Option, the City shall deliver written notice of its intent to exercise the Repurchase Option to Developer any time after the occurrence of a Commencement Failure and prior to the date of actual Construction Commencement or after the occurrence of a Completion Failure and prior to the actual date the Project is completed, as applicable. If the City exercises the Repurchase Option, the re-conveyance shall take place on the date specified in the City's notice of exercise (but not later than 6 months after the date of the City's notice). At the closing on such re-conveyance of the Property from Developer to the City: (x) Developer shall re-convey marketable title to the Property to the City or its designee by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of Closing, and in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted (and under no circumstances shall the City be required to pay for the value of any improvements made by Developer to the Property), (ii) real estate taxes and assessments shall be prorated in accordance with local custom, and (iii) Developer shall pay any and all closing costs associated therewith such that the City shall not be required to come up with any funds at the closing for such re-conveyance. After the date of actual Construction Commencement, the City shall no longer have the right to exercise the Repurchase Option for a Commencement Failure. After the date that the Project is completed (as evidenced by issuance of a certificate of occupancy for the Project) the City shall no longer have the right to exercise the Repurchase Option for a Completion Failure.

Following completion of the Project and after written request by Developer, the City shall execute and deliver to Developer a recordable release of the Repurchase Option. Developer shall be responsible for recording the release in the Hamilton County Recorder's Office, and all costs and expenses associated with the recording thereof.

(C) Plans and Specifications. Developer shall complete the Project in accordance with City-approved plans and specifications that are consistent with Exhibit B. Once the City's DCED Director has approved Developer's plans, Developer shall not make any material changes thereto without the Director's prior written consent.

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

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

(F) Inspection of Work. During construction at the Property, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations under this Agreement. If the City determines that the work is not in accordance with the Plans and Specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment and after giving Developer prior written notice thereof, to stop such work and order its replacement at Developer's expense.

(G) Mechanics' Liens. Developer shall not permit any mechanics' liens or other liens to be filed against the Property during construction. If a mechanic's lien shall at any time be filed, Developer shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record.

(H) Reporting During Construction. Upon the City's request throughout construction, Developer shall provide the City with reports describing the status of the Project, including, without limitation, information about whether the Project is on budget and on schedule and containing such additional pertinent information thereto as the City may from time to time reasonably request. Developer shall submit a final report to the City upon completion of the Project.

(I) Recognition of City Support. Developer shall acknowledge the support of the City with respect to the Project in all printed materials such as informational releases, pamphlets and brochures, construction signs, project and identification 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 participant, Developer shall use either the phrase "Project made possible 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. Developer's obligations under this section shall commence on the Effective Date and shall terminate on the date on which the Project has been completed.

(J) Barricade Fees Payable to DOTE. Developer acknowledges that (i) Developer may be required to obtain a barricade permit and pay barricade fees to DOTE for the closure of any sidewalks and curb lanes of the adjacent streets if and when construction necessitates such closures, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after

consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

#### **4. Insurance; Indemnity.**

(A) Insurance. Throughout construction, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements to be constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's lenders for the Project, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days' prior written notice to the City. Within 10 days following execution of this Agreement, Developer shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Department of Community and Economic Development, or such other address as may be specified by the City from time to time.

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

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify, and hold the City, its officers, council members, employees, and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability and damages (collectively, "**Claims**") suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project. Developer's obligations under this paragraph shall survive termination or expiration of this Agreement with respect to Claims suffered, incurred, asserted, or arising prior thereto.

**5. Casualty; Eminent Domain.** If the Property, or any improvements thereon made pursuant to the Project, is damaged or destroyed by fire or other casualty during construction, or if any portion of the Property is taken by exercise of eminent domain (federal, state, or local), Developer shall repair and restore the Property, as expeditiously as possible, and to the extent practicable, to substantially the same condition that existed immediately prior to such occurrence. If the available condemnation or insurance proceeds are insufficient to fully repair and restore the Property, the City shall not be required to make up the deficiency. Developer shall handle all construction or reconstruction in accordance with the applicable requirements set forth herein, including, without limitation, obtaining the City's approval of the plans and specifications for the improvements if they deviate from the final Plans and Specifications as initially approved by the City hereunder. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Project or the Property is being repaired or restored.

#### **6. Default; Remedies.**

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

(i) the failure of Developer to perform or observe any obligation, duty, or responsibility under this Agreement or any other agreement to which Developer and the City are parties, and failure by

Developer to correct such failure within 30 days after Developer's receipt of written notice thereof from the City (the "**Cure Period**"); *provided, however*, that if the nature of the default is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within the Cure Period and thereafter diligently completes such cure within 60 days after Developer's receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Developer fails to take corrective action immediately upon discovering such dangerous condition or emergency; or

(ii) the dissolution of Developer, the filing of any bankruptcy or insolvency proceedings by or against Developer, the making by Developer of an assignment for the benefit of creditors, the appointment of a receiver (temporary or permanent) for Developer or the Property, or the attachment of, levy upon, or seizure by legal process of any of the property of Developer; or

(iii) any representation, warranty, or certification of Developer made in connection with this Agreement or any other related agreements or documents shall prove to have been false or materially misleading when made.

(B) **Remedies.** Upon the occurrence of an event of default under this Agreement that is not cured or corrected within the Cure Period, the City shall be entitled to: (i) if the default occurs prior to Closing, terminate this Agreement by giving Developer written notice thereof, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including, without limitation, pursuing an action for specific performance. Developer shall be liable for all costs and damages, including, without limitation, attorneys' fees, suffered or incurred by the City as a result of a default of Developer under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement or any other agreement to which Developer and the City are parties relating to the Project shall not constitute a waiver of the breach of such covenant or of such remedy.

**7. Notices.** All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express, or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

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

To Developer:

Plant Press Properties, LLC  
1449 Thompson Heights  
Cincinnati, Ohio 45223  
Attention: Aaron Leow

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

**8. Representations, Warranties, and Covenants.** Developer makes the following representations, warranties, and covenants to induce the City to enter into this Agreement:

(i) Developer is duly organized and validly existing under the laws of the State of Ohio, is qualified to do business in the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.

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

(iii) Developer's execution, delivery, and performance of this Agreement and the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or Developer's organizational documents, or any mortgage, contract, agreement or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.

(iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting the Project or Developer or its parents, subsidiaries, or affiliates, at law or in equity or before or by any governmental authority that, if determined adversely, would impair the financial condition of such entity or its ability to perform its obligations with respect to the matters contemplated herein.

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

(vi) The statements made and information contained in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.

(vii) With reference to Section 301-20 of the Cincinnati Municipal Code, neither Developer nor any of its affiliates are currently delinquent in paying any fines, penalties, judgments, water, or other utility charges, or any other amounts owed by them to the City.

## **9. Reporting Requirements.**

(A) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational, and other reports, records, statements, and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports for a period of 3 years after the completion of the Project.

(B) City's Right to Inspect and Audit. During construction and for a period of 3 years after completion of the Project, Developer shall permit the City and its employees, agents, and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

## **10. General Provisions.**

(A) Assignment. Developer shall not sell, lease, or convey any interest in or to the Property or 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 and absolute discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

(B) 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. In the event that any of the provisions of this Agreement are in conflict or are inconsistent, the provision determined by the City to provide the greatest legal and practical safeguards with respect to the City's interests in connection with this Agreement shall control.

(C) Amendments and Waivers. This Agreement may be amended, waived, or otherwise modified only by a written amendment signed by both parties.

(D) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.

(E) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(F) Captions. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.

(G) Severability. If any part of this Agreement is held by a court of law to be void, illegal, or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

(H) No Third Party Beneficiaries. No third party beneficiary rights are intended to be created by this Agreement.

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

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

(K) Time. Time is of the essence with respect to the performance by Developer of its obligations under this Agreement.

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

(M) Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

(N) 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.

(O) 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.

**11. Coordinated Report Conditions**. Developer shall abide by the following additional conditions identified in the City's Coordinated Report No. 105-2024 (the "**Coordinated Report**"), unless and until each of the following additional conditions have been satisfied or waived in writing by the City, at the City's sole and absolute discretion:

(A) DOTE. Developer shall provide DOTE with its plan for vehicular access to the Property, and DOTE shall review and approve of the plans before Developer can proceed with construction.

(B) Metropolitan Sewer District of Greater Cincinnati ("MSD"). Developer must submit and receive approval of a Request for Availability of Sewer Service from MSD before any building permits will be approved.

(C) Greater Cincinnati Water Works ("GCWW"). There is no water service branch at this Property. Developer will need to hire a GCWW certified licensed and bonded plumber to perform the private water service branch design work and installation.

(D) B&I. At the time of building permit application, Developer shall provide the geotechnical analysis along with a compliant foundation solution conforming to the City engineer's recommendation. Building permits shall not be issued without approval of the geotechnical solution by the City's geotechnical engineer and B&I.

**12. Exhibits**. The following exhibits are attached hereto and made a part hereof:

Exhibit A – *Legal Description of Property*

Exhibit B – *Statement of Work, Budget, and Sources of Funds*

Exhibit C – *Form of Quitclaim Deed*

Exhibit D – *Additional Requirements* (incl. Addendum I - City's Prevailing Wage Determination)

[SIGNATURE PAGE FOLLOWS]

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

**CITY OF CINCINNATI,**  
an Ohio municipal corporation

**PLANT PRESS PROPERTIES, LLC,**  
an Ohio limited liability company

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

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

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

Date: \_\_\_\_\_, 2026

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2026

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

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

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

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

Exhibit A  
to Property Sale and Development Agreement

*Legal Description of Property*

Property Address: 1318 Boyd Street, Cincinnati, Ohio 45223

Auditor Parcel ID No.: 221-0019-0135-00

Situate in Section 22, Township 3, Fractional Range 2, of the Miami Purchase in Cincinnati, Hamilton County, Ohio, and beginning at a point in the north line of Knowlton Street, seventy-five (75) feet east of Chambers Street, thence north and parallel to Chambers Street one hundred (100) feet; thence east and parallel to Knowlton Street twenty-five (25) feet; thence south and parallel to Chambers Street one hundred (100) feet to the north line of Knowlton Street; thence west along the north line of Knowlton Street twenty-five (25) feet to the place of beginning. Forming a lot of twenty-five (25) by one hundred (100) feet and being the east twenty-five (25) feet of Lots one (1), two (2), three (3) and four (4) of Lot or Block 36 of the estate of J.C. Ludlow, deceased, as recorded in Plat Book 2, Page 132 of the Hamilton County, Ohio Records.

Exhibit B  
to Property Sale and Development Agreement

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

**I. STATEMENT OF WORK**

Developer shall construct on the Property:

- (i) an environmentally sustainable (under LEED Silver standards, as defined by the U.S. Green Building Council) two-story multi-family duplex, containing two residential rental units consisting of approximately 350 – 500 sq. ft. per unit, with a fully electric power source and electric appliances (no natural gas will service the building); and
- (ii) off-street parking serving the duplex.

In addition, the Developer intends to construct a fully accessible first floor of the duplex in accordance with the Americans with Disabilities Act (ADA).

Target Tenants:

The target rent per unit is approximately \$750 - \$850 monthly. This rent is intended to fill a housing gap for the “missing middle”. In particular, young families carrying large student loan burdens or retired citizens with fixed incomes would be target candidates for renting this property. Depending on existing debts (such as car payments and student loans), the target family income range for this property would be \$40,000 - \$60,000 annually.

**II. BUDGET**

USES	AMOUNT
Acquisition Cost	\$34,000
Hard Cost	\$200,400
Soft Cost	\$38,500
<b>Total</b>	<b>\$272,900</b>

**III. SOURCES OF FUNDS**

SOURCES	AMOUNT
Equity	\$72,900
Cincinnati Development Fund	\$200,000
<b>Total</b>	<b>\$272,900</b>

Exhibit C  
to Property Sale and Development Agreement

*Form of Quitclaim Deed*

[SEE ATTACHED]

-----  
[SPACE ABOVE FOR RECORDER'S USE]

### QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **PLANT PRESS PROPERTIES, LLC**, an Ohio limited liability company, whose mailing address is 1449 Thompson Heights, Cincinnati, Ohio 45223 ("**Grantee**"), all of the City's right, title, and interest in and to the following real property, as more particularly described on Exhibit A (Legal Description) hereto (the "**Property**"):

Property Address:                      1318 Boyd Street, Cincinnati, Ohio 45223  
Auditor's Parcel No.:                221-0019-0135-00

This conveyance was authorized by Ordinance No. \_\_\_-2026, passed by Cincinnati City Council on \_\_\_\_\_, 2026.

Repurchase Option. The City and Grantee are parties to a Property Sale and Development Agreement dated \_\_\_\_\_, 2026 (the "**Agreement**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Agreement. As provided in the Agreement, if (i) Construction Commencement has not occurred by the Construction Commencement Date (a "**Commencement Failure**"), or (ii) the Project is not completed by the Construction Completion Date (a "**Completion Failure**"), then the City shall have the option, in the City's sole and absolute discretion, to repurchase the Property for the purchase price paid by Grantee for the Property (the "**Repurchase Option**"). To exercise the Repurchase Option, the City shall deliver written notice of its intent to exercise the Repurchase Option to Grantee any time after the occurrence of a Commencement Failure and prior to the date of actual Construction Commencement or after the occurrence of a Completion Failure and prior to the actual date the Project is completed, as applicable. If the City exercises the Repurchase Option, the re-conveyance shall take place on the date specified in the City's notice of exercise (but not later than 6 months after the date of the City's notice). At the closing on such re-conveyance of the Property from Grantee to the City: (i) Grantee shall re-convey marketable title to the Property to the City or its designee by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of Closing, and in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted (and under no circumstances shall the City be required to pay for the value of any improvements made by Grantee to the Property), (ii) real estate taxes and assessments shall be prorated in accordance with local custom, and (iii) Grantee, pursuant to the Agreement, shall pay any and all closing costs associated therewith such that the City shall not be required to come up with any funds at the closing for such re-conveyance. After the date of actual Construction Commencement, the City shall no longer have the right to exercise the Repurchase Option for a Commencement Failure. After the date that the Project is completed (as evidenced by issuance of a certificate of occupancy for the Project) the City shall no longer have the right to exercise the Repurchase Option for a Completion Failure. Following completion of the Project and after written request by Grantee, the City shall execute and deliver to Grantee a

recordable release of the Repurchase Option. Grantee shall be responsible for recording the release in the Hamilton County Recorder's Office, and all costs and expenses associated with the recording thereof.

Notwithstanding the foregoing, all other easements, covenants, and restrictions, including the Repurchase Option, shall "run with the land" and be binding upon Grantee and its successors-in-interest with respect to the Property.

Prior instrument reference: Official Record 6682, Page 1014, Hamilton County, Ohio Records.

[Signature Page Follows]

Executed on the date of acknowledgement 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 \_\_\_\_\_, 2026 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation.

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

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

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

**EXHIBIT A**  
to Quitclaim Deed

*Legal Description*

Property Address: 1318 Boyd Street, Cincinnati, Ohio 45223

Auditor Parcel ID No.: 221-0019-0135-00

Situate in Section 22, Township 3, Fractional Range 2, of the Miami Purchase in Cincinnati, Hamilton County, Ohio, and beginning at a point in the north line of Knowlton Street, seventy-five (75) feet east of Chambers Street, thence north and parallel to Chambers Street one hundred (100) feet; thence east and parallel to Knowlton Street twenty-five (25) feet; thence south and parallel to Chambers Street one hundred (100) feet to the north line of Knowlton Street; thence west along the north line of Knowlton Street twenty-five (25) feet to the place of beginning. Forming a lot of twenty-five (25) by one hundred (100) feet and being the east twenty-five (25) feet of Lots one (1), two (2), three (3) and four (4) of Lot or Block 36 of the estate of J.C. Ludlow, deceased, as recorded in Plat Book 2, Page 132 of the Hamilton County, Ohio Records.

Exhibit D  
to Property Sale and Development Agreement

*Additional Requirements*

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

This Exhibit serves two functions:

(i) Serving as a Source of Information with Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) Construction Workforce.

(i) Applicability. Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates Developer to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least

halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the “**Construction Workforce Goals**”).

As used herein, the following terms shall have the following meanings:

(a) “**Best Efforts**” means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) “**Minority Person**” means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) “**Black**” means a person having origin in the black racial group of Africa.

(d) “**Asian or Pacific Islander**” means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) “**Hispanic**” means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) “**American Indian**” or “**Alaskan Native**” means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City’s construction of public improvements to specifically benefit the Project, or the City’s sale of real property to Developer at below fair market value).

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

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to “construction contracts” under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines “construction” as “any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority,” and “contract”

as “all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

(b) Requirement. If CMC Chapter 321 applies to the Project, Developer is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

(iii) Competitive Bidding for Certain City-Funded Development Agreements.

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project’s budget. For the purposes of this clause (iii), “direct City funding” means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) “Bid” means an offer in response to an invitation for bids to provide construction work.

(2) “Invitation to Bid” means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) “Trade Craft” means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) “Public Notification” means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the “scope of work” and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) “Read Aloud in a Public Forum” means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:

- (1) Including qualified SBEs on solicitation lists.
- (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
- (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

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

(iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15<sup>th</sup>. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

(v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (City's Prevailing Wage Determination) hereto.

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

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

(i) 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.

(N) Americans With Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the “**Accessibility Motion**”). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “**ADA**”), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “**Contractual Minimum Accessibility Requirements**” means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, “qualifying incentives” does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance

of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

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

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

(Q) Use of Nonfranchised Commercial Waste Haulers Prohibited. The City requires that persons providing commercial waste collection services (as that term is defined under CMC Chapter 730) within the City of Cincinnati obtain a franchise, and the City maintains a list of franchised commercial waste haulers. Developer is prohibited from using or hiring (or causing to be used or hired) a nonfranchised commercial waste hauler to provide commercial waste collection services in connection with the performance of this Agreement, and Developer is responsible for ensuring that any commercial waste collection services provided in connection with the performance of this Agreement are provided by a franchised commercial waste hauler. Questions related to the use of commercial waste franchisees can be directed to, and a list of current franchisees can be obtained from, the City's Office of Environment & Sustainability by calling (513)352-3200.

Addendum I to Additional Requirements Exhibit

*City's Prevailing Wage Determination*

INTENTIONALLY OMITTED

**April 8, 2026**

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

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

202601239

**Subject: Ordinance – Lease of 255 Setchell to East End Area Council**

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Attached is an Ordinance captioned:

**AUTHORIZING** the City Manager to execute a Lease with East End Area Council, an Ohio not for profit corporation, pursuant to which the City will lease for a term of one year, with optional renewals of one year each, the City owned property located at 255 Setchell Strett in the East End neighborhood of Cincinnati.

cc: Daniel Betts, Director

**AUTHORIZING** the City Manager to execute a Lease with East End Area Council, an Ohio not for profit corporation, pursuant to which the City will lease for a term of one year, with optional renewals of one year each, the City owned property located at 255 Setchell Street in the East End neighborhood of Cincinnati.

WHEREAS, the City of Cincinnati owns certain real property located at 255 Setchell Street, Cincinnati, Ohio (the “Property”), which Property is under the management of the Cincinnati Recreation Commission (“CRC”); and

WHEREAS, East End Area Council desires to lease the Property in order to maintain and improve the Property for the purpose of making it part of a public park and greenspace to serve as a buffer between residential and business districts in the area.

WHEREAS, the City Manager, in consultation with CRC, has determined that (i) the Property is not needed for any municipal purpose for the duration of the lease; and (ii) leasing the Property to Lessee is not adverse to the City’s retained interest in the Property; and

WHEREAS, the City’s Real Estate Services Division has determined by a professional appraisal that the fair market rental value of the Property is approximately \$2,900 per year; however, because the City will receive economic and non-economic benefits from the lease of the Property to East End Area Council, the City has agreed to lease the Property to East End Area Council for \$1 per year; and

WHEREAS, pursuant to Section 331-5, Cincinnati Municipal Code, Council may authorize the lease 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 leasing the Property to East End Area Council is in the best interest of the City because (i) the proposed use of the Property under the lease will provide economic and non-economic benefits to the City in excess of the rental value; and (ii) East End Area Council is uniquely situated to provide the planned improvements to the property due to its knowledge of neighborhood needs; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the lease of the Property at its meeting on November 17, 2025; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Lease Agreement with East End Area Council, an Ohio not for profit corporation (“Lessee”), in substantially the

form attached as Attachment A to this ordinance and incorporated herein by reference, pursuant to which the City of Cincinnati will lease for a term of one year, with optional renewals of one year each, the real property located at 255 Setchell Street in the East End neighborhood of Cincinnati, as more particularly described and depicted in the Lease Agreement (“Property”).

Section 2. That the Property is not needed for any municipal purpose for the duration of the lease.

Section 3. That leasing the Property to Lessee is not adverse to the City’s retained interest in the Property.

Section 4. That eliminating competitive bidding in connection with the City’s lease of the Property is in the best interest of the City because the proposed use of the Property under the lease will provide economic and non-economic benefits to the City and its citizens in the area.

Section 5. That the fair market value of the lease, as determined by a professional appraisal by the City’s Real Estate Services Division, is approximately \$2,900 per year; however, because (i) the City will receive economic and non-economic benefits from the lease of the Property to East End Area Council in excess of the rental value, and (ii) East End Area Council is uniquely situated to provide the planned improvements to the property due to its knowledge of neighborhood needs, the City has agreed to lease the Property to East End Area Council for \$1 per year.

Section 6. That the proper City officials are hereby authorized to take all necessary and proper actions to carry out the provisions and intent of this ordinance and the Lease Agreement, including executing any and all ancillary documents associated with the Lease Agreement, such as amendments or supplements to the Lease Agreement deemed by the City Manager to be in the vital and best interests of the City.

Section 7. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2026

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Aftab Pureval, Mayor

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

Clerk

4906-4832-2460, v. 2

# ATTACHMENT A

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

Property: 255 Setchell St.

## LEASE AGREEMENT

This Lease Agreement (“**Lease**”) 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 is 801 Plum Street, Suite 122, Cincinnati, OH 45202; Attention: Real Estate (the “**City**”), and the **East End Area Council**, an Ohio not for profit corporation, the address of which is PO Box 68104, Cincinnati, Ohio 45202 (“**Lessee**”).

### Recitals:

A. The City owns real property located at 255 Setchell St. in the East End neighborhood of the City of Cincinnati, such real property being designated as Hamilton County, Ohio tax parcel 0028-0002-0024 as depicted in Exhibit A hereto (the “**Leased Premises**”), which is under the management and control of the Cincinnati Recreation Commission (“**CRC**”).

B. Lessee desires to utilize the Leased Premises for the development and operation of a park and greenspace (the “**Permitted Use**”) for the recreational and aesthetic enjoyment of the public and to serve as a buffer between the surrounding residential and business districts, and the City has agreed to lease the Leased Premises to Lessee for the same.

C. The City has determined that the Leased Premises are not currently needed for any municipal purposes.

D. The fair market rental value of the Leased Premises is \$2,900.00 per year as determined by an appraisal by the City’s Real Estate Services Division.

E. The City has agreed to lease the Leased Premises for \$1.00 per year as the City has no immediate use of the property and the Permitted Use will be for a not-for-profit purpose and benefit the citizens of the City.

F. The City has determined that eliminating competitive bidding in connection with the lease of the Leased Premises is in the best interest of the public because (i) it is desirable for the City to increase greenspace in the City of Cincinnati, (ii) Lessee owns property abutting the Leased Premises which will also be utilized for the development and operation of a park, and (iii) East End Area Council is uniquely situated to provide the planned improvements to the property due to its knowledge of neighborhood needs.

G. Cincinnati Recreation Commission approved the lease of the Leased Premises to Lessee at its meeting on December 17, 2024.

H. City Planning Commission, having the authority to approve the change in the use of City owned property, approved the City’s lease of the Leased Premises to Lessee at its meeting on November 17, 2025.

I. Cincinnati City Council has authorized the execution of this Lease by Ordinance No. \_\_\_\_\_ passed on \_\_\_\_\_, 2026.

NOW THEREFORE, the parties hereby agree as follows:

### 1. **Grant.**

(A) **Grant.** The City does hereby lease the Leased Premises to Lessee, and Lessee does hereby lease the Leased Premises from the City, for the Permitted Use, subject to the terms and

conditions set forth herein. The rights herein granted to Lessee are subject and subordinate to any and all existing covenants, easements, restrictions and other matters of record affecting the Leased Premises. The City makes no representations or warranties to Lessee concerning the physical condition of the Leased Premises or the condition of the City's title to the Leased Premises and, on the Commencement Date, Lessee shall accept the Leased Premises in "as is" condition.

(B) Access by City Departments, Utility Companies and Others. Lessee shall ensure continuous access to the Leased Premises (24 hours/day, 7 days/week, 52 weeks/year) by the City's Police and Fire Departments, Greater Cincinnati Water Works (GCWW), Metropolitan Sewer District (MSD), Duke Energy, Altafiber, and any and all other utility companies that have utility lines or other utility installations within or near the Leased Premises, for the operation, inspection, maintenance, repair, replacement and removal thereof. Lessee shall not construct any structures or improvements on the Leased Premises which restrict or impair access to any of the aforementioned utility infrastructure. If Lessee undertakes any action that interferes with the access rights reserved to the City and third parties herein, the same shall constitute an immediate default of Lessee under this Lease, whereupon the City and such third parties shall be permitted to take all actions reasonably necessary to eliminate such interference at Lessee's expense. If Lessee's activities within the Leased Premises cause damage to existing utility lines or other utility facilities belonging to the City or other utility provider, Lessee shall immediately notify the appropriate utility provider. All actual, out-of-pocket costs of repairing such damage, including without limitation, all costs of replacing any damaged utility lines and facilities that are not capable of being properly repaired as determined by the applicable utility provider in its sole discretion, shall be borne by Lessee and shall be payable by Lessee within thirty (30) days after Lessee receives documentation substantiating such costs. If the City or any utility provider damages or must remove any improvements installed by Lessee within the Leased Premises, including structures, sod, landscaping, trees, improved surfaces, or other improvements whether natural or artificial or whether said improvements is now existing or installed in the future, in connection with its operation, inspection, maintenance, repair, replacement, or removal of its existing utility facilities in the area, Lessee shall be solely responsible for all costs associated with the repair or replacement of Lessee's improvements. Under no circumstances shall the City be responsible for any damage to the Leased Premises or improvements thereon resulting from the entry onto the Leased Premises by utility companies and others having the right to enter upon the Leased Premises.

## 2. Term.

(A) Term. The term of this Lease (the "**Term**") shall commence on the date of execution hereof (also referred to herein as the "**Commencement Date**") and shall continue until the date which is one year thereafter.

(B) Automatic Extension. Upon the expiration of the initial Term, the Term of this Lease shall thereafter continue on an annual basis on the same terms and conditions as set forth herein (except as to the length of the Term) unless either party provides written notice that that the lease will not be extended for another term, such notice to be delivered not less than thirty (30) days prior to the expiration of the then current term. The City shall have the right to terminate this Lease, after the initial term, without cause, by giving written notice thereof to Lessee not less than thirty (30) days prior to the effective date of termination as specified in such termination notice. As used herein, and unless the context implies otherwise, the "Term" of this Lease shall mean the initial Term, and any extension under this paragraph.

(C) City's Early Termination Rights. The City shall have the right to terminate this Lease at any time, by giving Lessee no less than 30 days prior written notice, if the City determines that the Leased Premises are needed for a municipal purpose. Upon such termination, the City shall refund any prepaid Monthly Base Rent (as defined below).

## 3. Base Rent.

(A) Base Rent. Beginning on the Commencement Date, Lessee shall pay the City "**Base Rent**" in the amount of \$1.00 for the Term, which shall be payable on or before the first day of the Term and any extension thereof.

(B) Late Payment; Place of Payment. If any payment owed by Lessee hereunder is not received by the City on the due date, the City may terminate this Lease. All payments shall be made by check payable to the "City of Cincinnati - Treasurer" and mailed to: City of Cincinnati, 801 Plum Street, Room 122, Cincinnati, Ohio 45202, Attention: Real Estate.

**4. Permitted Use.** Lessee shall use the Leased Premises solely for the development and operation of a public park and greenspace open to all members of the public in a manner similar to other public parks in the City of Cincinnati (the "**Permitted Use**") and for no other purpose. Lessee shall not bring or permit to be brought onto the Leased Premises any hazardous materials or other contaminants or substances that are harmful to the public or to the environment. Lessee shall not use or permit the use of the Leased Premises for storage of materials or supplies of any nature, equipment, refuse, junk, or other items not conducive to the enjoyment of the Leased Premises by the public for the Permitted Use. Lessee shall not permit vending of any kind or character to be conducted, permitted, or allowed within the Leased Premises. In the event that Lessee installs any playground equipment, or constructs or installs components, structures, systems or other improvements or fixtures intended for similar use, all such equipment, components, structures, systems or other improvements or fixtures shall be in compliance with any applicable national, state or local safety standards and shall be inspected by a certified playground inspector, and Lessee shall provide a copy of the report from such inspection to the City upon request.

Lessee hereby acknowledges that the Permitted Use is subject to compliance with all applicable federal, state, and local laws, codes, regulations or other governmental requirements, and this Lease shall not function as an authorization to act in conflict with the same. In the event that the Permitted Use does violate any such laws, codes, regulations or other requirements, the Permitted Use may be modified upon the mutual agreement of each party. In no event shall Lessee use the Leased Premises for purposes outside of the Permitted Use without the express written consent of the City.

Any attempt by Lessee to utilize or develop the Leased Premises for purposes outside of the scope of the Permitted Use, in conflict with the submitted and approved plans, or without obtaining the requisite permits, shall be considered a material default and may result in immediate termination of this Lease at the discretion of the City.

**5. Utilities; Real Estate Taxes; Other Expenses.** During the Term of this Lease, Lessee shall pay, when due, (i) any and all utility expenses for utilities directly serving the Leased Premises, (ii) any and all real estate taxes, assessments, penalties, interest, and charges levied against the Leased Premises that become due and payable during the Term, including the two semi-annual tax bills issued by the Hamilton County Treasurer following the expiration or termination of the Term, payable in arrears, and (iii) any and all other operating expenses associated with the Leased Premises. Lessee acknowledges and agrees that the City shall not be liable for any expenses associated with the Leased Premises during the Term of this Lease.

**6. Maintenance and Repairs.** Lessee shall, at its sole expense, keep and maintain the Leased Premises in good, safe, orderly, sanitary, and clean condition and repair, ordinary wear and tear excepted, including without limitation any and all concrete and asphalt pavement, pavers, curbs, and sidewalks within the Leased Premises. Lessee shall perform all vegetation management on the Leased Premises, including but not limited to mowing and the maintenance and control of all trees and other vegetation on the Leased Premises as necessary to keep the same from creating any hazards or causing the Leased Premises to become overgrown or unsightly. Lessee shall not permit garbage, debris or unsightly or odorous materials to accumulate within the Leased Premises. In the event of damage to the Leased Premises, Lessee shall promptly repair such damage, at its sole expense, to the satisfaction of CRC (however Lessee shall not be required to restore the Leased Premises to a better condition than otherwise required under this Lease). Lessee shall be solely responsible for all snow and ice removal from the Leased Premises. During the Term of this Lease, the City shall have no maintenance or repair obligations with respect to the Leased Premises or any improvements thereon.

**7. Alterations.**

(A) Alterations. Lessee, at its sole expense, shall install such curb ramps, blockades, signage, and other improvements as may be reasonably required from time to time by CRC or the Cincinnati Department of Transportation and Engineering ("DOTE"). Lessee shall not make any alterations or improvements to the Leased Premises, without obtaining the prior written consent of the City. Lessee, through a licensed contractor or other licensed professional experienced in the development, construction or operation of a public park, shall obtain all required permits from the City prior to constructing any improvements within the Leased Premises. Before a permit can be issued, Lessee's licensed contractor or other licensed professional experienced in the development or operation of a public park must supply two sets of plans to CRC or DOTE, or other City Departments if required, for approval showing the location of the proposed improvements.

(B) No Liens. Lessee shall not permit any mechanics' liens to attach to the Leased Premises in connection with work performed by or at the request of Lessee.

(C) Compliance with Laws. Lessee shall obtain all necessary City permits associated with work within the Leased Premises performed by Lessee and shall pay all required permit fees. Lessee shall ensure that all work is performed in compliance with all applicable federal, state, and local laws, codes, regulations, and other governmental requirements.

**8. Information and Reports.** Upon thirty (30) days' prior written request, Lessee shall permit or cause to permit the City to have access to and to inspect any and all agreements and accounting, financial, administrative, and operational books, records, and statements as may be requested by the City that relate or pertain to the Leased Premises and the operation of a public park thereon and that are in Lessee's possession or control (all such reports, records, statements and other information furnished by Lessee under this paragraph being referred to herein collectively as "**Records and Reports**"). All Records and Reports compiled by Lessee and furnished to the City shall be in such form as the City may from time to time require. During the Term, Lessee shall permit the City and its designees and auditors to have access to and to inspect and audit Lessee's Records and Reports.

**9. Liability; Indemnification.**

(A) Liability. Throughout the Term, Lessee shall be responsible for all liabilities, damages, claim, costs and expenses in connection with the Permitted Use, or with Lessee's activities or the activities of the public on the Leased Premises, and Lessee hereby releases the City from any liability for any property damage or personal injury suffered or incurred by Lessee in connection with or incidental to this Lease or the exercise of Lessee's rights granted herein.

(B) Insurance. Throughout the Term, Lessee shall maintain Commercial General Liability insurance with respect to the Leased Premises in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, Two Million Dollars (\$2,000,000) aggregate, naming the City as an additional insured, and such additional insurance as the CRC or Department of Risk Management may from time to time reasonably require. All insurance required to be maintained by Lessee hereunder shall be issued by insurance companies reasonably acceptable to the City. If Lessee constructs any improvements within the Leased Premises, Lessee shall maintain property insurance on such improvements in the amount of the full replacement cost thereof. On or prior to the Commencement Date and prior to the expiration of each insurance policy, Lessee shall furnish to the City a certificate of insurance evidencing the insurance required hereunder.

(C) Waiver of Claims and Subrogation. All improvements, materials, equipment, and other personal property of every kind that may at any time be on the Leased Premises shall be on the Leased Premises at Lessee's sole risk, and under no circumstances shall the City be liable for any loss or damage thereto, no matter how caused. Lessee hereby waives, as against the City, its employees, agents and contractors, all claims and liability, and on behalf of Lessee's insurers, rights of subrogation, with respect to property damaged by fire or other casualty or any other cause, even if caused by

negligence, it being the agreement of the parties that Lessee shall at all times protect itself against such loss or damage by maintaining adequate property insurance.

(D) Indemnification. Lessee shall defend (with counsel reasonably acceptable to the City), indemnify and hold the City harmless from and against any and all claims, causes of action, losses, costs, judgments, fines, liability and damages caused by or arising out of any occurrence on the Leased Premises during or with respect to the Term of this Lease, including without limitation any of the foregoing that may occur or be claimed with respect to any death, personal injury or loss of or damage to property on or about the Leased Premises.

**10. Casualty**. If the Leased Premises is damaged or destroyed by fire or other casualty, Lessee shall repair and restore the same, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which they were in immediately prior to such occurrence. The City and Lessee shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If Lessee's insurance proceeds are insufficient to fully repair and restore the Leased Premises, Lessee shall make up the deficiency. Lessee shall handle all construction in accordance with the applicable requirements set forth by DOTE. Lessee shall not be relieved of any obligations, financial or otherwise, under this Lease during any period in which the Leased Premises is being repaired or restored.

**11. Default**. If Lessee fails to pay any sum due hereunder or perform any other obligation under this Lease within ten (10) days after receiving written notice thereof from the City (herein, a "default"), the City, at its option, immediately or at any time during the continuance of the default, may terminate this Lease by delivering a written notice of termination to Lessee. Lessee shall pay to the City, upon demand, all costs and damages suffered or incurred by the City in connection with Lessee's default or the termination of this Lease. Without limitation of the City's other rights and remedies hereunder, upon the occurrence of a default, the City may, but shall not be obligated to, cure or attempt to cure such default at Lessee's sole expense and may, if necessary, enter onto the Leased Premises to undertake such cure. Lessee shall pay the City within ten (10) days after the City's written demand an amount equal to all costs paid or incurred by the City in effecting compliance with Lessee's obligations under this Lease, together with interest thereon from the date that the City pays or incurs such costs at an annual rate of ten percent. The rights and remedies of the City under this Lease are cumulative and are not intended to be exclusive of, and the City shall be entitled to, any and all other rights and remedies to which the City may be entitled hereunder, at law or in equity. The City's failure to insist in any one or more cases on strict performance of any provision of this Lease or to exercise any right herein contained shall not constitute a waiver in the future of such right.

**12. Notices**. All notices required to be given hereunder by either party shall be in writing and personally delivered, sent by Federal Express or other recognized overnight courier that in the ordinary course of business maintains a record of each delivery, or mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses set forth in the introductory paragraph of this Lease, or at such other address as either party may from time to time specify by notice to the other. Notices shall be deemed to have been given on the date of receipt if personally delivered, on the following business day if sent by an overnight courier, and on the date noted on the return receipt if mailed by U.S. certified mail. If Lessee sends a notice to the City alleging that the City is in default under this Lease, Lessee shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

**13. Surrender; Holdover**.

(A) Surrender; Holdover. At the end of the Term, Lessee shall surrender the Leased Premises to the City in the condition in which Lessee is required to maintain the Leased Premises under the terms of this Lease. If Lessee remains in possession of the Leased Premises after the end of the Term without the City's consent, then, at the City's option, such holdover shall create a tenancy-at-will on the same terms and conditions as set forth in this Lease except that rent payable during such month-to-month tenancy shall be equal to one hundred fifty percent of the rent in effect immediately prior to the end of the Term.

(B) Removal of Alterations. If Lessee has made improvements to the Leased Premises during the Term, then, at the end of the Term, the City shall identify which improvements, if any, Lessee shall be required to surrender (at no cost to the City) and which improvements Lessee shall be required to remove. If Lessee fails to timely remove improvements that are designated for removal by the City and fails to restore the Leased Premises to their former condition, or if Lessee fails to remove any items of personal property from the Leased Premises, such improvements and items of personal property shall be deemed abandoned by Lessee, whereupon the City may remove, store, keep, sell, discard or otherwise dispose of such improvements and items of personal property, and Lessee shall pay all costs incurred by the City in so doing within ten (10) days after the City's written demand. If the City incurs costs in removing Lessee's improvements and restoring the Leased Premises to their former condition, Lessee shall reimburse the City for all such removal and restoration costs within thirty (30) days after receiving an invoice therefor from the City.

**14. Assignment and Sublease**. Lessee shall not assign its interests under this Lease, and an attempted assignment or sub-lease of this Lease shall be null and void. The City acknowledges that Lessee may enter into a management agreement with a third party to operate the park referenced above ("**Manager**"). Lessee shall require that its Manager comply with all of Lessee's obligations to the City under this Lease, including, but not limited to, maintaining insurance at the same levels as required of Lessee and naming the City as an additional insured under the Manager's insurance policy. The Manager's obligations shall be in addition to those of Lessee and shall not relieve Lessee of any of its obligations to the City under this Lease.

**15. Additional Conditions, Coordinated Report #92-2024**. Lessee shall comply with the following terms and conditions as required by the indicated City department or affiliate:

(A) NONE

**16. General Provisions**.

(A) Entire Agreement. This Lease (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 Lease may be amended only by a written amendment signed by both parties.

(C) Governing Law. This Lease 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 Lease shall be brought in the Hamilton County Court of Common Pleas, and Lessee agrees that venue in such court is proper. Lessee hereby waives trial by jury with respect to any and all disputes arising under this Lease.

(D) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

(E) Captions. The captions of the various sections and paragraphs of this Lease 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 Lease.

(F) Severability. If any part of this Lease is held to be void, illegal or unenforceable by a court of law, such part shall be deemed severed from this Lease, and the balance of this Lease shall remain in full force and effect.

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

(H) Time. Time is of the essence with respect to the performance by Lessee of its obligations under this Lease.

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

(J) No Brokers. Lessee represents that it has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation as a result of the parties' execution of this Lease.

(K) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Lease 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 member, officer, agent or employee of the City in other than his or her official capacity. No official executing or approving the City's participation in this Lease shall be personally liable under this Lease.

(L) Representation as to Authority. Lessee represents that it has the power and authority to enter and perform its obligations under this Lease without the consent of anyone who is not a party to this Lease and that the execution and performance of this Lease has been duly authorized by all necessary actions on Lessee's part.

(M) Counterparts and Electronic Signatures. This Lease may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original. This Lease may be executed and delivered by electronic signature.

17. **Exhibits**. The following exhibits are attached hereto and made a part hereof:  
Exhibit A – *Site Map - Leased Premises*

[SIGNATURE PAGES FOLLOW]

This Lease is executed by the parties on the dates indicated below their respective signatures, effective as of the later of such dates (the "**Effective Date**").

**East End Area Council, Lessee**  
an Ohio not-for-profit corporation

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2026

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_, the \_\_\_\_\_ of the **East End Area Council**, on behalf of the same.

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

*[CITY SIGNATURE PAGE FOLLOWS]*

**City of Cincinnati**

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2026

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_, the \_\_\_\_\_ of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation.

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

Approved by:

\_\_\_\_\_  
Daniel Betts, Director  
Cincinnati Recreation Commission

Approved as to Form:

\_\_\_\_\_  
Assistant City Solicitor

Certified Date: \_\_\_\_\_

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

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

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

**EXHIBIT A**

Site Map – Leased Premises

**255 Setchell St, Cincinnati, OH 45226 Property**

Parcel ID: 028-0002-0024-90

Lot 9 - City of Cincinnati

