



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final-revised

Budget and Finance Committee

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

Monday, August 4, 2025

1:00 PM

Council Chambers, Room 300

AGENDA

SEASONGOOD INTERN RECOGNITION

EXECUTIVE SESSION

Ohio Revised Code 121.22(G)(1)

MOTIONS

1. [202501273](#) **MOTION**, submitted by Councilmember Owens, **WE MOVE** that the administration prepare a report by October 2025 that outlines the average time that it takes for the permitting and development process of Zone Change Applications. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED)

Sponsors: Owens

Attachments: [202501273](#)

2. [202501559](#) **MOTION**, submitted by Vice Mayor Kearney, **WE MOVE** that City Council pay to the Mercantile Library the sum of \$10,000 from the City Managers General Fund as a moral obligation for the City of Cincinnati's Poet Laureate Program. The City of Cincinnati established its Poet Laureate Program in 2016. The Mercantile Library agreed to manage the program in 2021 and has consistently done so. The budget for the Poet Laureate's stipend is \$10,000 per year. The Mercantile Library and City of Cincinnati each incur half of the \$10,000 annual cost. The City of Cincinnati paid its \$5,000 share to the Mercantile Library for the Cincinnati Poet Laureate Program in 2021, 2022, and 2023. However, the City of Cincinnati failed to pay to the Mercantile Library its \$5,000 share for the Poet Laureate Program for FY'24 and owes for FY 25. Therefore, the total owed to the Mercantile Library for those two years is \$10,000.

Sponsors: Kearney

Attachments: [Attachment](#)

REPORTS

3. [202501246](#) **REPORT**, dated 6/18/2025, submitted Sheryl M. M. Long, City Manager, regarding the Cincinnati Retirement System CY2024 Annual Report.
Sponsors: City Manager
Attachments: [Transmittal Report](#)
4. [202501268](#) **REPORT**, dated 6/18/2025, submitted Sheryl M. M. Long, City Manager, regarding benchmarking performance measures progress. (Reference Document # 202500287)
Sponsors: City Manager
Attachments: [Report](#)
5. [202501486](#) **REPORT**, dated 8/4/2025, submitted Sheryl M. M. Long, City Manager, regarding the Department of Finance Reports for the Month Ended April 30, 2025.
Sponsors: City Manager
Attachments: [Report](#)
[Attachment I](#)
[Attachment II](#)
6. [202501487](#) **REPORT**, dated 8/4/2025, submitted Sheryl M. M. Long, City Manager, regarding the Department of Finance Reports for the Month Ended May 31, 2025.
Sponsors: City Manager
Attachments: [Report](#)
[Attachment I](#)
[Attachment II](#)

PAYMENTS

7. [202501529](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **Authorizing** the payment of \$103,513.00 from the Emergency Communications Center ("ECC") General Fund non-personnel operating budget account no. 050x103x0000x7215 as a moral obligation to Medical Priority Consultants, Inc. dba Priority Dispatch Corp. for training and certifications for ECC personnel provided between July 2022 and May 2025; **AUTHORIZING** a payment of \$13,754.60 from the ECC General Fund non-personnel operating budget account no. 050x103x0000x7452 to National Academies of Emergency Dispatch dba International Academies of Emergency Dispatch as a moral obligation for required recertifications of ECC personnel provided between August 2023 and May 2025; and **AUTHORIZING** a payment of \$173,098.95 from the ECC 9-1-1 Cell Phone Fees Fund non-personnel operating budget account no. 364x103x0000x7418 to Intrado Life & Safety Solutions Corp. as a moral obligation for 9-1-1 phone system annual software

maintenance and support from March 31, 2025 to March 30, 2026.

Sponsors:

City Manager

Attachments:

[Transmittal](#)

[Ordinance](#)

8. [202501526](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the payment of \$243,681.23 from Cincinnati Recreation Commission Municipal Golf Fund non-personnel operating budget account no. 105x195x1510x7299, as a moral obligation to Antares Golf, LLC for outstanding charges related to management services for Cincinnati Recreation Commission golf courses.

Sponsors:

City Manager

Attachments:

[Transmittal](#)

[Ordinance](#)

9. [202501528](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the payment of \$4,370 from Cincinnati Recreation Commission Recreation Special Activities Fund non-personnel operating budget account no. 323x197x9792x7299 as a moral obligation to Jason Barney for services rendered in connection with boat ramp operations at the Schmidt Complex.

Sponsors:

City Manager

Attachments:

[Transmittal](#)

[Ordinance](#)

10. [202501531](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** a payment of \$76,237.04 from Stormwater Management Utility Stormwater Management Fund non-personnel operating budget account no. 107x311x6000x7248 as a moral obligation to Duke Energy Ohio, Inc. for outstanding charges related to stormwater electric services provided to the City from March 18, 2025 to June 19, 2025.

Sponsors:

City Manager

Attachments:

[Transmittal](#)

[Ordinance](#)

11. [202501534](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **Authorizing** the payment of \$92,000 from Emergency Communications Center 9-1-1 Cell Phone Fees Fund non-personnel operating budget account no. 364x103x0000x7418 to Medical Priority Consultants, Inc. dba Priority Dispatch Corp. for software maintenance and support services for the period of January 1, 2025, to December 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

Sponsors:

City Manager

Attachments:

[Transmittal](#)

[Ordinance](#)

12. [202501535](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the payment of \$154,798.16 from General Fund Enterprise Software and Licenses Non-Departmental non-personnel operating budget account no. 050x952x0000x7418 to CGI Technologies and Solutions, Inc. for maintenance services for the Cincinnati Financial System for the period of March 1, 2025, to May 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)
[Attachment](#)

APPROPRIATIONS

13. [202501543](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the City Manager to appropriate \$1,057,209.89 of 2024 Community Development Block Grant ("CDBG") program income from the unappropriated surplus of CDBG Fund 304 to CDBG Fund project account no. 304x212x30424015, "Housing Repair Services '24," to fund the continuation of the housing repair program.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

14. [202501537](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the City Manager to appropriate \$69,060 in HOME Investment Partnerships ("HOME") Program income from the unappropriated surplus of HOME Investment Trust Fund 411 to HOME Investment Trust Fund project account no. 411x162x4112506, "Strategic Housing Initiatives Program '25," to fund the continuation of the Strategic Housing Initiatives Program.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

DONATION

15. [202501544](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the City Manager to accept and appropriate a donation of \$1,000 from the Rotary Club of Cincinnati to be used for operation of the Cincinnati Police Department Public Safety Cadet program and the Cops for a Cure program; and **AUTHORIZING** the Director of Finance to deposit the donation into Public Safety Special Projects Fund revenue account no. 456x8571.

Sponsors: City Manager

Attachments: [Transmittal](#)
 [Ordinance](#)

ESTABLISH NEW FUND

16. [202501545](#) **ORDINANCE EMERGENCY**), (submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **ESTABLISHING** new Fund 748, "Qualified Employee Benefit Arrangement (QEBA)," to pay excess retirement benefits that are not permitted to be paid from the qualified pension trust due to Internal Revenue Code limitations; **AUTHORIZING** the transfer and return to source of \$106,000 from Contribution to Total Benefit Arrangement General Fund Non-Departmental fringe benefits operating budget account no. 050x915x7500 to the unappropriated surplus of the General Fund; **AUTHORIZING** the transfer and return to source of \$10,000 from the Lump Sum Payments General Fund Non-Departmental personnel operating budget account no. 050x924x7100 to the unappropriated surplus of the General Fund; **AUTHORIZING** the transfer of \$116,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of new Fund 748, "Qualified Employee Benefit Arrangement (QEBA)"; and **AUTHORIZING** the transfer and appropriation of \$116,000 from the unappropriated surplus of Fund 748, "Qualified Employee Benefit Arrangement (QEBA)," to Contribution to Total Benefit Arrangement Non-Departmental fringe benefits operating budget account no. 748x915x7500 to provide resources for Qualified Employee Benefit Arrangement payments through calendar year 2025.

Sponsors: City Manager

Attachments: [Transmittal](#)
 [Ordinance](#)

PROPERTY SALE AND DEVELOPMENT AGREEMENT

17. [202501540](#) **ORDINANCE (EMERGENCY)**, submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the City Manager to execute a Property Sale and Development Agreement with American Craft Brewery LLC (d/b/a Samuel Adams Cincinnati Brewery), pursuant to which the City will vacate and convey portions of the public rights-of-way known as Eve Alley and Snyder Alley and all of the public right-of-way known as Bauman Street, all in the West End neighborhood of Cincinnati, to facilitate the company's construction of a truck staging area to support the company's main production brewery, at an estimated total project cost of approximately \$7,477,143.

Sponsors: City Manager

Attachments: [Transmittal](#)
 [Ordinance](#)
 [Attachment](#)

GRANTS

18. [202501557](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **ESTABLISHING** new capital improvement program project account no. 980x104x261004, "EV Charging Rec Centers PID 122816 Grant," to install electric vehicle charging stations at the Price Hill, Hartwell, and Madisonville Recreation Centers; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$998,238 from the Carbon Reduction Program through the Ohio-Kentucky-Indiana Regional Council of Governments (ALN 20.205), as administered by the Ohio Department of Transportation, to newly established capital improvement program project account no. 980x104x261004, "EV Charging Rec Centers PID 122816 Grant;" and **AUTHORIZING** the Director of Finance to deposit grant resources into capital improvement program project account no. 980x104x261004, "EV Charging Rec Centers PID 122816 Grant."

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

19. [202501558](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the City Manager to apply for a grant of up to \$100,000 from the Urban Forestry Grant program, awarded by the Ohio Department of Natural Resources (ALN 10.727), to provide resources to develop and implement an urban forestry management plan.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

20. [202501548](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$97,430 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2023 Edward Byrne Memorial Justice Assistance Grant Program (ALN 16.738), administered by the Office of Criminal Justice Services, to aid in reducing violent juvenile crime in Cincinnati; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 23JAGVCR.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

21. [202501549](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$6,250,000 from the U.S. Department of Justice, Office of Community Oriented Policing Services ("COPS"), FY 2025 COPS Hiring Program (ALN 16.068) to hire up to fifty entry-level police officers; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25COPS.

Sponsors: City Manager

Attachments: [Transmittal](#)
 [Ordinance](#)

22. [202501554](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$83,000 in FY 2023 Project Safe Neighborhoods funds from the U.S. Department of Justice, Bureau of Justice Assistance coordinated by the U.S. Attorney's Office, Southern District of Ohio, and administered by the Office of Criminal Justice Services (ALN 16.609), for the purchase and implementation of a deterrence and prevention-based curriculum to complement efforts to address juvenile violent crime; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 23PSN.

Sponsors: City Manager

Attachments: [Transmittal](#)
 [Ordinance](#)

23. [202501555](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$60,000 from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY 2025 Violence Against Women Act Grant Program (ALN 16.588) to support the Domestic Violence Law Enforcement Advocate Project in collaboration with Women Helping Women; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25VAWA.

Sponsors: City Manager

Attachments: [Transmittal](#)
 [Ordinance](#)

24. [202501566](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$42,000 from the State of Ohio, Office of the Attorney General, State Victims Assistance Act and the federal Victims of Crime Act grant programs (ALN 16.575) to provide funds for the Cincinnati Police Department Homicide Unit's Victim Advocate; and **AUTHORIZING** the Director of Finance to deposit the funds into Law Enforcement Grant Fund 368x8553, project account no. 26VALU.

Sponsors: City Manager

Attachments: [Transmittal](#)
 [Ordinance](#)

25. [202501550](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$175,000 in FY 2025 Community Policing Development Microgrants funds from the U.S. Department of Justice, Office of Community Oriented Policing Services (ALN 16.710), to enhance the Understudy Program, which works to recruit and retain police officer candidates between the ages of eighteen and 21 until they are of eligible age

to enter the police academy; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25WDEV.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

26. [202501556](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **ESTABLISHING** new capital improvement program project account no. 980x233x262315, "Reading & Asmann Sidewalk PID 120858 Grant," to provide resources for constructing a sidewalk from mid-block Asmann Avenue to Reading Road and along a segment of Reading Road, as well as reducing the intersection width at Reading Road and Asmann Avenue, all to promote pedestrian safety and connectivity; **AUTHORIZING** the City Manager to accept and appropriate a Transportation Alternatives grant (ALN 20.205) of up to \$1,000,000 awarded through the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) to newly established capital improvement program project account no. 980x233x262315, "Reading & Asmann Sidewalk PID 120858 Grant"; and **AUTHORIZING** the Director of Finance to deposit the grant resources into the newly established capital improvement program project account.

Sponsors: City Manager

Attachments: [Transmittal](#)
[Ordinance](#)

27. [202501570](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the establishment of new capital improvement program project account no. 980x232x262316, "Little Miami Scenic Trail PID 115291 Grant," to provide resources for the extension of the existing shared-use path along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood; **AUTHORIZING** the City Manager to accept and appropriate a Transportation Alternatives grant (ALN 20.205) of up to \$717,000 from the Ohio-Kentucky-Indiana Regional Council of Governments ("OKI") to newly established capital improvement program project account no. 980x232x262316, "Little Miami Scenic Trail PID 115291 Grant"; **AUTHORIZING** the Director of Finance to deposit OKI grant resources of up to \$717,000 into newly established capital improvement program project account no. 980x232x262316, "Little Miami Scenic Trail PID 115291 Grant"; and **AUTHORIZING** the City Manager to do all things necessary to complete the extension of the existing shared-use path along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood including but not limited to entering into any agreements necessary for the receipt and administration of the OKI grant resources.

Sponsors: City Manager

Attachments: [Transmittal](#)
 [Ordinance](#)

MUNICIPAL CODE MODIFICATIONS

28. [202501552](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **MODIFYING** Chapter 321, "Procurement and Disposal of Supplies, Services and Construction," of the Cincinnati Municipal Code by **AMENDING** Sections 321-11, "Procurement; \$5,000 or Less," and 321-13, "Procurement; Supplies, Services and Construction in Excess of \$5,000.00 but not Greater Than \$50,000.00," to increase the threshold for small-dollar procurements and improve the efficiency of the procurement process.

Sponsors: City Manager

Attachments: [Transmittal](#)
 [Ordinance](#)

SPECIAL ASSESSMENT

29. [202501573](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AMENDING** Ordinance No. 228-2012 passed by City Council on June 20, 2012, as previously amended by Ordinance No. 246-2013, Ordinance No. 179-2014, Ordinance No. 272-2015, Ordinance No. 268-2016, Ordinance No. 213-2017, Ordinance No. 244-2018, Ordinance No. 321-2019, Ordinance No. 270-2020, Ordinance No. 311-2021, Ordinance No. 237-2022, Ordinance No. 306-2023, and Ordinance 273-2024, for the purpose of reducing those special assessments levied and to be collected in 2026 (with tax year 2025 property taxes) upon a report of the administrator for bonds issued by the Port of Greater Cincinnati Development Authority related to the Oakley Station development project (the "Administrator's Report"), and **AUTHORIZING** the refund of certain special assessments abated by Ordinance No. 273-2024 and erroneously collected and distributed

Sponsors: City Manager

Attachments: [Transmittal](#)
 [Ordinance](#)
 [Attachment](#)

TAX INCENTIVE AGREEMENT

30. [202501561](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **APPROVING AND AUTHORIZING** the City Manager to enter into a First Amendment to Tax Incentive Agreement with the Board of Education of the Cincinnati City School District thereby authorizing the City of Cincinnati to approve certain real and personal property tax exemptions and credits for the maximum periods and amounts permitted under state law and to provide to the Board of Education of the Cincinnati City School District certain compensation in exchange for such authorizations and the waiver of certain other rights under state law.

Sponsors: City Manager

Attachments: [Transmittal](#)
 [Ordinance](#)

LABOR MANAGEMENT AGREEMENT

31. [202501546](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 8/4/2025, **AUTHORIZING** the City Manager to execute and implement the labor management agreement between the City of Cincinnati and the American Federation of State, County and Municipal Employees, Locals 190, 223, 240, 250, 1543, and 3119, the updated terms of which are reflected in the attached summary.

Sponsors: City Manager

Attachments: [Transmittal](#)
 [Ordinance](#)
 [Attachment](#)

ADJOURNMENT



202501273

Meeka D. Owens
Cincinnati City Council

June 17th, 2025

Development and Permitting Timelines

WE MOVE that the administration prepare a report by October 2025 that outlines the average time that it takes for the following permitting and development processes:

- Zone Change Applications
 - *This should represent the full development process through the approval of the Final Development Plan by the Planning Commission.*
- Coordinated Site Review
- Historic Designation
- Sale or Lease of City-Owned Property
- Acquisition of Financial Assistance with Development
- All relevant permits in the development process

FUTHER WE MOVE that the administration prepare accompanying documents to visualize these timelines and identify barriers to greater efficiency.

Councilmember Meeka D. Owens

STATEMENT

This Council has made the aggressive goal of creating 40,000 units of housing in the next 10 years. That will require us to approve multiple projects over the next decade to come close to that goal. To ensure that we are effective and efficiently achieving that goal it will be critical to improve processes for administrative review/approval, legislative approval, and developer execution.

Many of our peer cities approve greater building permits than us due to improved processes and a better public understanding of the development and permitting process. Elevating the inner-government processes is critical to ensure that residents are not unsure of how City Hall creates the growth they hear, see, and feel in their communities.



Jan-Michele Lemon Kearney
Vice Mayor

May 1, 2023

MOTION

WE MOVE that City Council pay to the Mercantile Library the sum of \$10,000 from the City Managers General Fund as a moral obligation for the City of Cincinnati's Poet Laureate Program. The City of Cincinnati established its Poet Laureate Program in 2016. The Mercantile Library agreed to manage the program in 2021 and has consistently done so. The budget for the Poet Laureate's stipend is \$10,000 per year. The Mercantile Library and City of Cincinnati each incur half of the \$10,000 annual cost. The City of Cincinnati paid it's \$5,000 share to the Mercantile Library for the Cincinnati Poet Laureate Program in 2021, 2022, and 2023. However, the City of Cincinnati failed to pay to the Mercantile Library its \$5,000 share for the Poet Laureate Program for FY '24 and owes for FY '25. Therefore, the total owed to the Mercantile Library for those two years is \$10,000.

Vice Mayor Jan-Michele Lemon Kearney

June 18, 2025

To: Mayor and Members of City Council

202501246

From: Sheryl M. M. Long, City Manager

Subject: Cincinnati Retirement System CY2024 Annual Report

Under the Administrative Code, Article XV. Retirement System, Section 1 (h), the Cincinnati Retirement System (CRS) Board of Trustees (Board) shall report to the council at least annually on the general state of the system. This report is from the CRS Board and provides the Mayor and City Council with the state of the CRS Pension and Healthcare Trusts.

Attachment

cc: Jon Salstrom, Retirement Director

June 18, 2025

To: Mayor and Members of City Council
From: Cincinnati Retirement System Board of Trustees
Copy: Sheryl Long, City Manager
Subject: Cincinnati Retirement System CY2024 Annual Report

Summary

This report is from the Cincinnati Retirement System (CRS) Board of Trustees (Board) and provides the Mayor and City Council with the state of the CRS Pension Trust and Healthcare Trust. It is intended to provide a comprehensive summary of the status of the Cincinnati Retirement System, in compliance with the CRS Board's reporting requirements as set out in the City's Administrative Code and Board Rules. The report is as of December 31, 2024. For additional status information, please see the City's Annual Comprehensive Financial Report, Actuarial Valuations of the Pension and Healthcare Trusts, and Investment Results on the CRS website. (<https://www.cincinnati-oh.gov/retirement/crs-financial-information/>)

The CRS is governed by the Collaborative Settlement Agreement (CSA) and CMC chapter 203. Under the CSA, the CRS Pension Trust is to be 100% funded by 2045. Under the CSA, the Healthcare Trust is to be 100% funded by 2045.

Given the current and projected funding position of the Pension Trust, we recommend that the City Council continue to take action to increase employer contributions thus improving the funding of the Pension Trust (currently funded at 68.3%); that the CRS Board be engaged in any analysis and recommendations regarding the Futures Commission report; and that the City Administration work with the CRS Board to implement Fiduciary Audit recommendations.

Background

The purposes of the CRS Pension Trust and Healthcare Trust are to provide promised retirement benefits and healthcare benefits to eligible retired City employees. CRS is a defined benefit plan that was established in 1931. The Collaborative Settlement Agreement (CSA) was approved in 2015 to settle litigation and provide a comprehensive strategy to stabilize CRS while securing sustainable and competitive retirement benefits for both current and future retirees.

As of December 31, 2024, there were 2,996 full-time active members (which includes 96 members in the DROP plan who are still working), 4,234 pensioners receiving pension payments, and 4,505 pensioners and spouses receiving healthcare benefits. The CRS Board serves as an independent fiduciary on behalf of active and retired members of the retirement system. The Board retains Marquette Associates, an independent investment consulting firm, and Cheiron, a pension and healthcare actuarial consulting firm, both of which specialize in public sector retirement plans.

Marquette and the Board have developed and follow a disciplined Investment Policy Statement that can be found on the CRS website. Cheiron calculates the actuarial value of assets and liabilities and projects the funded status of the Trusts in future years based on professional actuarial standards and practices.

The assumed investment rate of return and discount rate for calculating liabilities is 7.5% per year as prescribed in the CSA (for both Pension and Healthcare Trust). The CRS annualized rate of return for the past 1, 5 and 10 years as of December 31, 2024, were 9.5%, 7.6% and 7.3%, respectively, which rank above the median investment returns relative to peers of public defined benefit retirement plans over each period.

The table below highlights the actuarial and market value of assets, liabilities, and funded ratios as of 12/31/24:

	Asse ts	Liabilities	Funded Ratio
Pension			
Actuarial Value	\$ 1,820,976,645	\$ 2,667,823,053	68.3%
Market Value	\$ 1,805,588,000	\$ 2,667,823,053	67.7%
Health			
Actuarial Value	\$ 564,669,589	\$ 364,355,955	155.0%
Market Value	\$ 560,885,000	\$ 367,355,955	153.9%

Pension Trust

A goal of the CSA is to establish a projected 100% funding ratio by 12/31/2045. The assumptions used in finalizing the CSA projected that the Pension Trust would be fully funded in 30 years if all the assumptions played out exactly. The status of the annual contributions and distributions is described below:

- The active employees contribute 9% of the covered payroll to the Pension Trust as required by the CSA and CMC 203.
- The City in CY2024 increased its percent of payroll contribution from the CSA minimum rate of 16.25% to 17.75% of full-time covered payroll to the Pension Trust. (The General Fund represents approximately 65% of covered payroll and approximately other non-general funds represent 35% of covered payroll.).
- In CY2024, the City contributed an additional payment of \$2.7 million toward the cost of the 2020 Early Retirement Incentive Plan (ERIP). There are now 11 annual payments remaining. Cheiron estimates that payment at 1.10% of payroll for this additional benefit, bringing the City's annual contribution rate for CY2025 to 18.85%.
- In CY2024, the City also contributed a one-time lump sum payment of \$2.0 million dollars from the General Fund fiscal year-end surplus and \$4.0 million for historical compliance with IRC 415B, which is a section of the U.S Internal Revenue Code that places limits on individual benefits paid from defined pension plans. IRC 415B allows plan sponsors to pay the full benefit but only the Pension Trust can pay up to the 415B limit and the exceeding amount must be paid by the plan sponsor (the City) - from a Qualified Excess Benefit Arrangement Trust (QEBA). Cheiron estimates that the \$2MM and \$4MM payments

equate to 0.81% and 1.62% of payroll, respectively, for this additional benefit, bringing the City's annual and one-time contribution rate for CY2025 to 21.28%.

- The Actuarially Determined Contribution (ADC) for the Pension Trust, as calculated by the actuary, is the annual employer contribution amount required to bring the Pension to a fully funded status by 2045. The ADC for FY2024 was 31.43% of covered payroll (as set by the CY2022 actuarial valuation). The contribution rate of 21.28% means the City contributed 67.70% of the actuarial recommendation.
- While contribution rates have improved recently, the benefit payments and expenses have significantly exceeded employer and employee contributions for over a decade. This dynamic put strain on the system and relative to peers CRS ranks in the bottom quartile of net cashflows. This means that CRS continues to liquidate a relatively large amount of assets to pay for benefits and expenses (each month regardless of market conditions) because contributions to the Pension Trust are relatively low. This also means that CRS is much more dependent on investment returns than most public pension plans and lacks some flexibility to take advantage of dislocations in the market when outsized return opportunities are present.

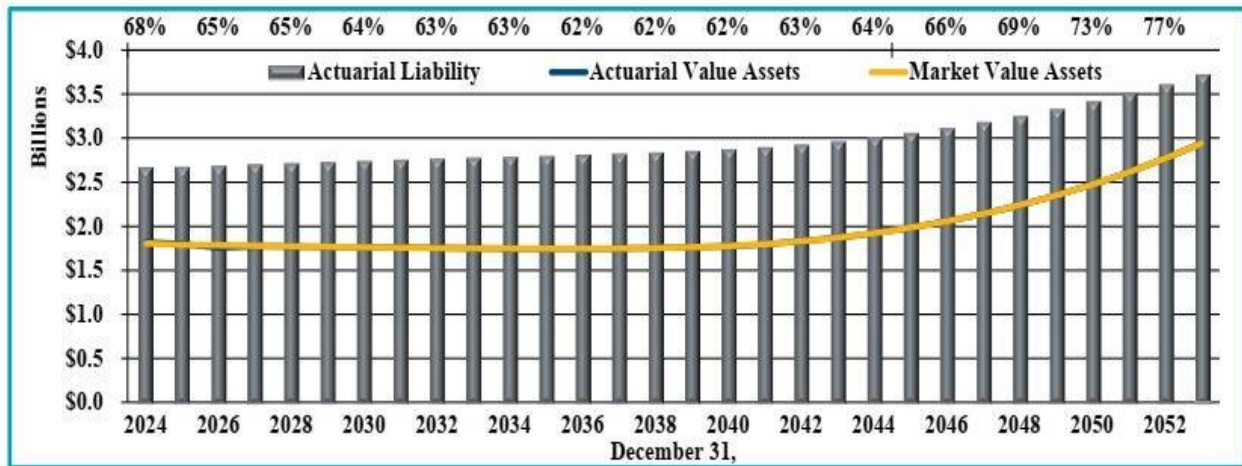
The following events occurred after the CSA was finalized:

- Ordinance 336 - 2016, which reflects changes made in finalizing the CSA that increased liabilities, was approved by City Council in 2016.
- Revisions to actuarial assumptions (e.g., longer life span of retirees) occurred as recommended by the actuary and approved by the CRS Board.
- CRS is especially sensitive to the timing of capital market swings because it continues to liquidate assets to pay benefits when the capital market drops. This requires more time and a significantly higher rate of return for the remaining assets to recover from capital market volatility.
- The City offered the ERIP in 2020 that provided two (2) additional years of service to eligible participants resulting in earlier retirements, additional benefits, and an increase in liabilities.
- The Deferred Retirement Option Plan (DROP) established in the CSA is required to be cost neutral; however, DROP has had a net increase in liabilities to the Pension Trust of \$16.9 million.

The actuary's latest revised funding progress for the Pension Trust, which includes the impact of the DROP and the ERIP, projects the funded ratio on an Actuarial Value of Assets basis is projected to decrease over the next 20 years and will not reach 100% by 2045 in accordance with the CSA.

The graph below reflects the City's status quo scenario where contributions of 17.75% of covered payroll continue for 30 years. It also includes the recommended budget's \$2.7 million contribution per year for the next 11 years to pay for the ERIP liabilities and assumes the CSA benchmark return of 7.5% investment return for all future years. The funding ratio on an Actuarial Value of Assets basis is expected to be 65% by 2045.

Pension Trust



The following table highlights the elevated funding volatility for CRS, and the overall sensitivity of the system to fluctuations in experienced returns versus the assumed rate of return. The table shows that by meeting the actuarial assumptions, including the 7.5% rate of return, the Pension Trust is fully funded in 2061. Nonetheless, the trust is extremely susceptible to market fluctuations, which generally occur during fiscally challenging times for the City. For example, the chart below shows that if the investment return was negative -15.0% for just one year in 2025, insolvency is projected in 2052.

Assumed 2025 Investment Return*	Projected Insolvency Year	Projected Year to be 100% Funded
15.0%	None	2052
7.5%	None	2061
0.0%	None	2074
(7.5%)	None	Beyond 2100
(15.0%)	2052	None

* Assumed 7.5% per year for 2026 and thereafter and annual contributions based on 17.75% of Full Time payroll.

Healthcare Trust

In 2023, the City adopted a Healthcare Trust funding policy as required by the CSA. At the time of the CSA signing in 2015, the Healthcare Trust was fully funded, and the City was required to develop and present a proper funding policy to fully fund the healthcare trust at actuarially appropriate levels. The funding policy would keep the Trust fully funded over the lifetimes of current and future retirees and their beneficiaries covered by the CSA. The Healthcare Trust is irrevocable, and its assets must be used exclusively for healthcare benefits for CRS retirees and their beneficiaries. The funding policy was approved by the Federal Court on March 28, 2024, nine years after the CSA signing. The funding policy provides for an employer contribution trigger at a 90% funding ratio.

In the graph below, the bars represent liabilities, and the lines represent the actuarial value of assets (AVA) and the market value of assets (MVA) assets. The graph shows that the Healthcare Trust is fully funded in 2023 and beyond. This is based on current assumptions being fully met.

Healthcare Trust



Investment Performance

While the simple conclusion may be to achieve higher returns or “invest our way out of this,” CRS’ investment performance has been solid relative to return opportunity in the market, the assumed risk and peer group. With that said, the 7.5% annualized return assumption remains a high hurdle. The median investment return assumption of U.S. public retirement systems has steadily decreased over the past decade and is currently 6.9% (NCPERS 2024 report). CRS will be challenged to achieve the 7.5% rate of return with an acceptable level of risk. As noted, CRS, has a high asset liquidation each year to pay benefits while not taking in enough funds through employee and employer contributions. Coupling the high return assumption and large net cash outflow creates a difficult environment to manage liquidity and “investment your way out of this.”

The following chart reflects the annual rates of return including 1-year, 5-year & 10-year annualized returns. The 1-year and 5-year returns exceeded the 7.5% CSA assumption and the 10-year return was slightly below the 7.5% CSA assumption. Over the last ten years there were 3 years under the 7.5% assumed rate of return and 7 years over the 7.5% assumed rate of return.

Annual CRS Rates of Investment Return & Funded Status

<u>Plan Year</u>	<u>Actuarial Rate of Return</u>	<u>CRS Return</u>	<u>Funded Status</u>
2015*	7.5%	-0.1%	77.1%
2016	7.5%	8.9%	76.9%
2017	7.5%	14.9%	75.5%
2018	7.5%	-4.3%	72.6%
2019	7.5%	16.8%	71.2%
2020	7.5%	10.3%	70.5%
2021	7.5%	17.4%	71.6%
2022	7.5%	-9.3%	69.3%
2023	7.5%	12.1%	68.8%
2024	7.5%	9.5%	68.3%
* CSA			
**Marquette Associates through 3Q'24			
10-Year Compound Average		7.3%	Median Peer Plan Return** 6.9%
5-Year Compound Average		7.6%	6.9%
1-Year Compound Average		9.5%	9.0%

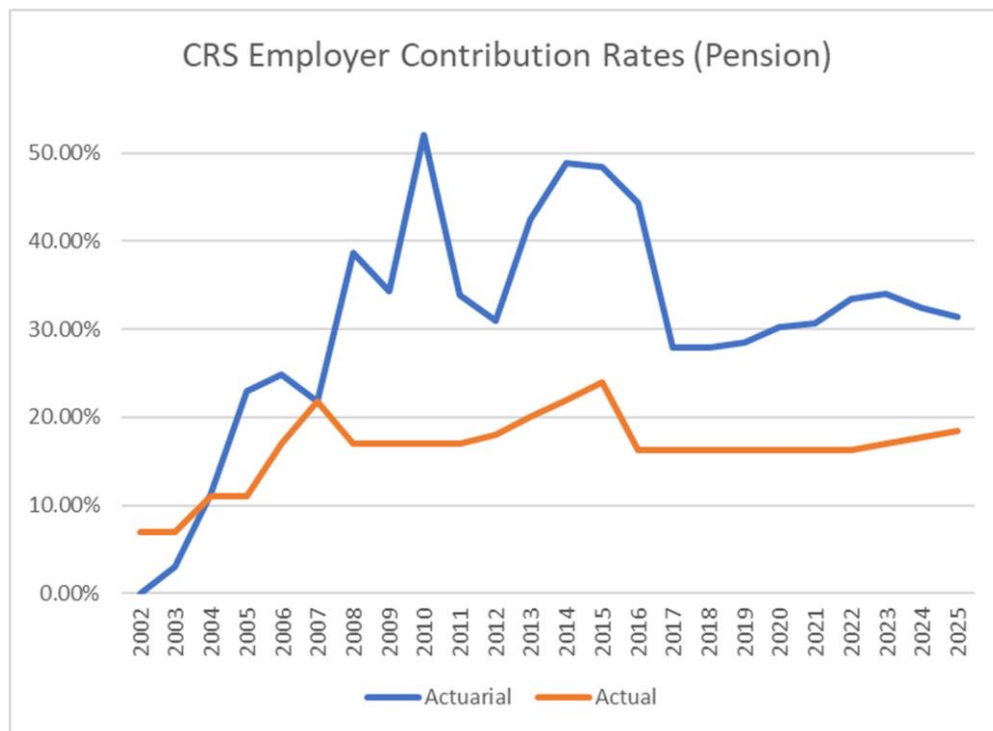
The Board's Investment Policy provides for a well-diversified portfolio across asset class, sector, and investment managers. The chart below is designed to achieve the 7.5% return over time with an acceptable level of risk. In 2024 the Board continued to build a robust portfolio capable of weather various economic cycles and maintaining our long-term 7.5% return target..

CRS Asset Allocation

Fixed Income	22.5%
Domestic Equity	28.5%
Non-US Equity	16.0%
Volatility Risk Prem	2.5%
Real Estate	6.0%
Infrastructure	10.0%
Private Credit	6.5%
Private Equity	8.0%
Total	100.0%

Employer Contributions

In a defined benefit retirement plan such as CRS, the employer (plan sponsor) is responsible for providing benefits (as opposed to a defined contribution plan). The Actuarially Determined Contribution (ADC) is the actuary recommended employer contribution to achieve full funding in 30 years. The chart below reflects the Pension Trust ADC and the City employer contribution for the last 20+ years. By not contributing to the ADC the unfunded liability increases over time meaning that the actuarial liability exceeds the value of assets.



Fiduciary Audit (Governance Report Update)

In accordance with its fiduciary duty, the Cincinnati Retirement System Board of Trustees engaged Funston Advisory Services to complete a fiduciary audit, entitled Cincinnati Retirement System Governance Review. The Funston report is available on the CRS website. <https://www.cincinnati-oh.gov/retirement/>

The purpose of the engagement is to review Cincinnati Retirement System (CRS) standards and practices and compare them to peer systems and system benchmarks. The six areas of focus are:

1. Legal and Regulatory
2. Governance Framework
3. Investment Program and Operations
4. Pension Operations
5. Administrative Operations, and
6. Compliance.

Overall, the report concludes that the CRS Board of Trustees has been functioning effectively, the Director and the staff have been effectively providing services to active and retired members, and relations among the Board, CRS staff and other City departments have been collaborative and cordial.

As part of the report there were thirty-seven recommendations for improvement. Over the past 18 months the Board has worked with administration and staff to review all recommendations and act on approximately 90% of recommendations including but not limited to amalgamating our governance manual and board rules into one comprehensive governance manual, increasing the depth to the Investment Policy Statement by including a Statement of Investment Beliefs and lastly confirming that CRS financials are included in the state audit of the City's Annual Comprehensive

Financial Report (ACFR), which is a detailed presentation of the City’s financial condition, measured on a fiscal year (July to June). The ACFR is prepared according to standards set by the Governmental Accounting Standards Board (GASB) and is audited annually by the state of Ohio.

Conclusion

The CRS Pension Trust and Healthcare Trust are undoubtedly challenged in providing promised retirement benefits. When the Collaborative Settlement Agreement was implemented, the Pension Trust and Healthcare Trust were projected to be fully funded by 2045. For the Pension Trust this is no longer the case.

At the close of 2024, the Pension Trust experienced a return of 9.5%, above the assumed rate of return of 7.5%. The demographics improved from an actuarial perspective in that the City had a material increase in active employees (i.e. more employee contribution). And with the strong performance and improved demographics, the funded ratio of the plan still decreased, albeit marginally, from 68.8% to 68.3%. Funding vigilance therefore remains a priority for the Board.

CF Pension Funded Ratio									
2015*	2016	2017	2018	2019	2020	2021	2022	2023	2024
77.1%	76.9%	75.5%	72.6%	71.2%	70.5%	71.6%	69.3%	68.8%	68.3%

* CSA

The following are possible solutions:

1. Continued increases to City contributions to the Pension Trust above the minimum required amount of 16.25%, as provided for in the CSA. The Board formally **recommends an increase in rates by 0.80% each year** until the actuarial projections reflect anticipated full funding by 2045. The Board also recommends that the City adopt the multi-year incremental increase funding methodology to achieve full funding by 2045, update the methodology annually, and budget accordingly. The Board acknowledges and appreciates the 0.75% increase in the contribution rate and the use of variable General Fund carryover to reduce unfunded pension obligations. Nonetheless, a more stable and predictable path to full funding is necessary. Failure to increase the City’s annual contribution rate will result in the CRS Pension Funded Ratio steadily decreasing until it reaches 65% in 2045; alternatively, incremental increases in the rate are required to achieve 100% funding by 2045 based on the most recent projection:

Incremental Increase Plan

2025 Projections from Cheiron Assumed Rate of Return 7.50%				
Schedule of funded Ratios	Flat E'r Rate of 17.75%		Increase E'r by 0.80/year	
	E'r Contr Rate	Funded Ratio	E'r Contr Rate	Funded Ratio
2024	17.75%	68.8%	17.75%	68.00%
2025	17.75%	67.1%	18.55%	67.20%
2026	17.75%	64.9%	19.35%	65.10%
2027	17.75%	65.0%	20.15%	65.40%
2028	17.75%	64.6%	20.95%	65.30%
2029	17.75%	63.9%	21.75%	65.10%
2030	17.75%	63.4%	22.55%	65.10%
2031	17.75%	62.8%	23.35%	65.30%
2032	17.75%	62.2%	24.15%	65.60%
2033	17.75%	61.6%	24.95%	66.20%
2034	17.75%	61.1%	25.75%	67.00%
2035	17.75%	60.6%	26.55%	68.10%
2036	17.75%	60.1%	27.35%	69.40%
2037	17.75%	59.6%	28.15%	71.00%
2038	17.75%	59.2%	28.95%	73.10%
2039	17.75%	58.9%	29.75%	75.50%
2040	17.75%	58.7%	30.55%	78.50%
2041	17.75%	58.6%	31.35%	82.00%
2042	17.75%	58.7%	32.15%	86.00%
2043	17.75%	59.0%	32.95%	90.60%
2044	17.75%	59.4%	33.75%	95.80%
2045	17.75%	60.1%	34.55%	101.70%

2. Increase investment performance by increasing risk. There are several strategies affecting increased investment return. These include using different investment managers, making a riskier asset allocation, and attempting to lower fees. There is little we can do regarding these factors because we believe we have the appropriate managers, the appropriate asset allocation, and fees are already at the low end. Regarding asset allocation, the only way to increase expected returns in the future is to increase allocation to more volatility and illiquid parts of the market such as private equity. The Board and the investment consultant believe that taking any more risk would be imprudent. Conversely, as stated earlier in the report, the Board has looked to derisk the portfolio while maintaining asset allocation that based on market assumptions hits a target return of 7.5%.
3. Reduce benefits. While unpopular and considered the last resort, reducing benefits would require re-opening the CSA for a prolonged negotiation. Pension benefits have already been reduced significantly for current and future retirees as a result of the CSA. The compound COLA was eliminated and replaced with a simple COLA resulting in thousands

of dollars in reduced benefits during retirement years. For example, an average annual pension amount over a twenty-five-year period is reduced by \$172,000.

4. As the City has done before, explore issuing judgment bonds to reduce the unfunded actuarial liability. As of 12/31/2024, the unfunded actuarial liability for the Pension Trust was \$846 million.
5. As suggested in the Future Commission report, the City could sell an asset to fund the Pension Trust, thus reducing unfunded volatility and providing more stability to the City finances.

Recommendation

Currently, we recommend the following:

1. That City Council adopt a plan to continue increasing the Pension Trust employer contribution incrementally on an annual basis to assure full funding in 2045 (see page 8, #1 of this report)
2. That the Incremental Annual Increase Plan be updated every two years in anticipation of the City's fiscal year biennial budget.
3. That the City Council approve and appropriate the Pension Trust employer contribution in accordance with each updated Incremental Annual Increase Plan.
4. That the City Manager engage with the CRS Trustees on the Futures Commission analysis and recommendations regarding the future of CRS and funding of the Trusts.
5. That the City works with the CRS Board of Trustees to fulfill the recommendations from the Fiduciary Audit (Governance Report) completed by outside consultants.

Immediate action is requested. Further delays will result in significantly increased vulnerability for CRS benefits.

June 18, 2025

To: Mayor and Members of Council 202501268
From: Sheryl M. Long, City Manager
Subject: **Benchmarking Performance Measures Progress Report**

Reference Document # 202500287

On February 24, 2025 in the Budget and Finance Committee meeting Councilmember Mark Jeffreys referred the following item for report:

MOTION, submitted by Councilmember Jeffreys, **WE MOVE** that the Administration share a plan within 60 days for benchmarking Development Performance Measures vs. other regional peer cities.

This memo is being provided for informational purposes as an update on progress and analysis to date.

Proposed Peer Cities

To provide useful comparative information, the Department has worked through identifying a set of appropriate peer cities. Major central cities, particularly of our age and complexity, are truly our only peers. Most suburban communities do not have the same breadth of code enforcement cases, complexity of rehabilitation of older structures, the management of derelict and vacant buildings, or often the level of regulatory review (zoning requirements, overlay districts, etc.). To establish comparative performance measures, it is most appropriate to measure ourselves by communities of equal size, level of development activity, and age of building stock.

Based upon an analysis of these factors, the Administration recommends the following jurisdictions as comparative peer cities:

- Cleveland
- Hamilton County
- Kansas City
- St. Louis
- Pittsburgh
- Toledo
- Columbus
- Nashville
- Indianapolis

For this review, City will attempt to interview all of these peer cities and gather information on their present performance.

Fees Analysis

Regarding fees, a Fee Study completed in 2016 reviewed:

- Building and Planning Expenditures per Capita
- Building Permit Fee Structure
- Predevelopment Meetings
- Contractor Registration Fees
- Fee Calculation Comparisons
- Use of Technology Surcharges
- Recommendations for Service Enhancements

Regarding the Building Permit Fee Structure, the study looked multiple estimated project cost valuations as either a new construction project, an addition, or an alteration. This analysis looked at fees for these 1-2-3 family projects and another category for all other construction. The Administration has determined to take a similar approach for the present fee study.

Service Delivery Benchmarks

Within Buildings & Inspections Performance Management Agreement, the department currently actively manages the following measures

- Number of Days to Route an Accepted Application
- Number of Days for Initial Plan Review
- Number of Days for Plan Revision Review
- Number of Days for Preparation for Issuance of Permits

We will seek comparison data on these essential elements of the Permit Issuance process.

Additionally, though these are not currently performance measures of the department, we will seek comparisons on the following items:

- Permitting Volumes, (Per Year, potentially Per Quarter)
- Average # of Revisions (OBC and RCO)
- Average # of Days from Submission to Issuance (OBC and RCO)
- % of Days from Submission to Issuance that permits are awaiting the applicant to respond to the city (OBC and RCO)
- % of Projects Seeking Plan Changes after Permit Issuance (Engineering Changes)
- Review of Inspections – Approvals/Partial Approvals/Denials and Methodologies of their usage
- Evaluate Methodology of Review Process – Linear Processing vs. Concurrent Processing: Many jurisdictions such as Hamilton County, never accept a building permit application until all zoning approvals have been granted and Certificates of Compliance have been issued and presentable to the Building Permitting center. This will be factored in the earlier analysis because zoning compliance and building plan review occur concurrently in the City of Cincinnati and delays in zoning approvals have been known to delay issuance of building permits.

The above outlined study is anticipated to be completed and be able to be shared with Council this fall.

cc: Art Dahlberg, Director of Buildings and Inspections

*Interdepartmental
Correspondence Sheet*

August 4, 2025

TO: Members of the Budget & Finance Committee

202501486

FROM: Sheryl M.M. Long, City Manager

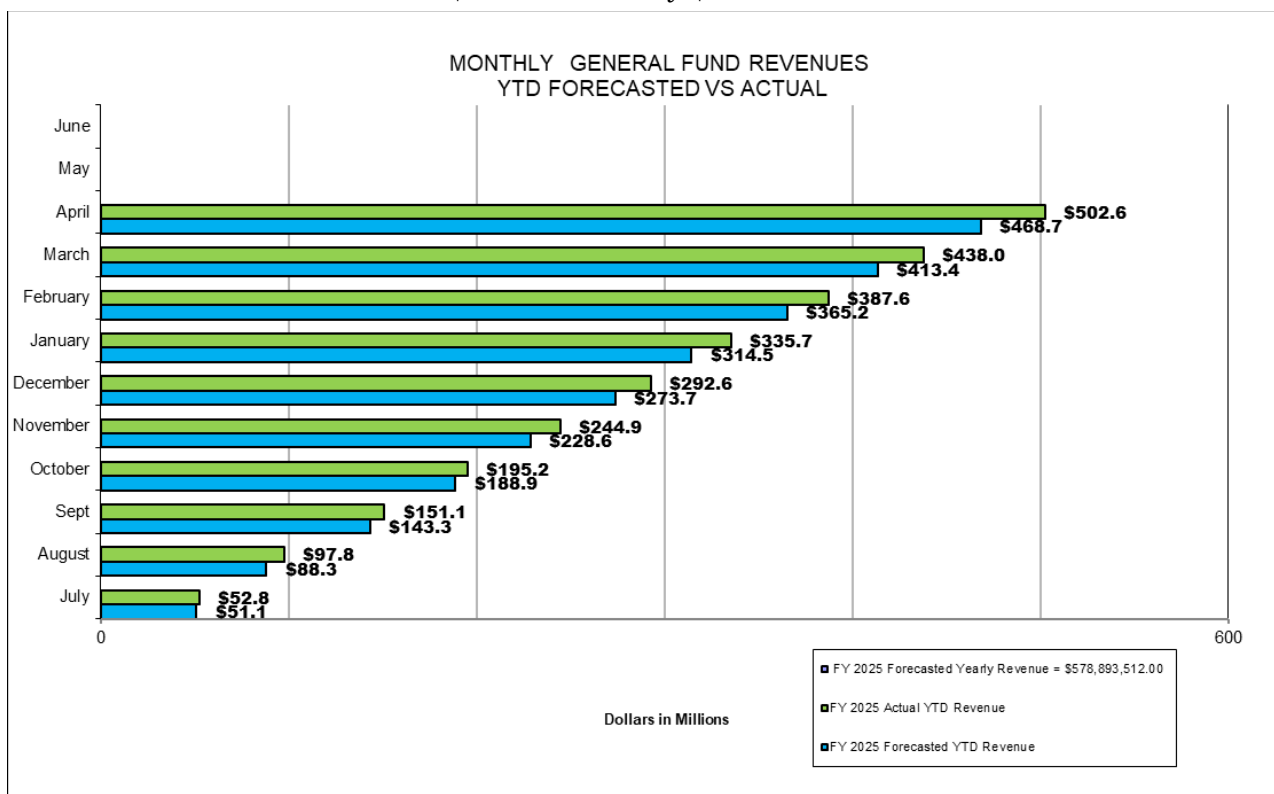
SUBJECT: Department of Finance Reports for the Month Ended April 30, 2025

**APRIL 2025
MONTHLY FINANCIAL REPORTS**

The following report provides an update on the City of Cincinnati's financial condition as of the month ending April 30, 2025. This report represents the tenth report for the new 2025 fiscal year, ending June 30, 2025. Variances are based on current year estimates and prior year activity in attached schedules.

A more detailed explanation of revenues and expenditures is attached for review, including reports comparing the current year's actual revenue vs. forecasted revenue and prior year's actual revenue vs. current year actual revenue. Both of those reports are presented on a monthly and year-to-date basis.

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through April 30, 2025 and shows that actual revenue of \$502.6 million was above forecasted revenue of \$468.7 million by \$33.9 million.



The major revenue components of the General Fund are listed in the table below. This table highlights the year-to-date variance (favorable and unfavorable) in General Fund revenue collections as compared to forecasted revenue collections. Each major category that differs significantly from forecasted collections will be discussed in further detail.

GENERAL FUND REVENUE SOURCES

	FAVORABLE VARIANCE	(UNFAVORABLE) VARIANCE	PERCENTAGE VARIANCE
General Property Tax	996,265		2.14%
City Income Tax	14,687,709		4.79%
Admissions Tax	2,159,650		26.01%
Short Term Rental Excise Tax	307,313		17.98%
Licenses & Permits	2,726,994		10.43%
Fines, Forfeitures, & Penalties	39,631		0.97%
Investment Income	5,536,463		51.53%
Local Government	442,787		3.48%
Casino		(\$13,748)	-0.14%
Police	3,025,790		45.68%
Buildings and Inspections	86,734		1.87%
Fire	17,710		0.20%
Parking Meter	17		0.04%
Other	3,911,210		17.92%
	33,938,272	(\$13,748)	
Difference	33,924,525		

General Fund (favorable variance) is \$33.9 million above the amount forecasted through April in the FY 2025 Budget. This is the tenth month's report for the fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components.

Income Taxes (favorable variance) is \$14.7 million above the forecasted amount. Higher net profits are contributing to the variance. Withholdings are also coming in higher than anticipated.

Admissions Tax (favorable variance) is up \$2.2 million from the forecasted amount. An extra home football game, increase in concert events, and new revenue from marketplace facilitators make up the variance in this category.

Short Term Rental Tax (favorable variance) is up \$307k from the forecasted amount. The number of short term rentals and the use of the rentals is trending higher than expected so far this fiscal year.

Investment Income (favorable variance) is \$5.5 million above the forecasted amount. Reinvestment rates are trending higher than expected and more cash is being actively managed than originally planned to take advantage of the current market conditions.

Police (favorable variance) is \$3 million above the forecasted amount. Detail revenues are exceeding estimates so far this year due to a change in the billing model.

Other (favorable variance) is up \$3.9 million from the forecasted amount. An unexpected payment from the County and the reclassification of the Mercy clawback payment to this revenue category represent a large portion of this variance. In addition, there are many other revenue sources in this category which fluctuate monthly. The Finance Department will monitor this category closely.

Restricted Funds:

Convention Center (favorable variance) is \$1.7 million above the forecasted amount. New revenue is not estimated for FY 2025 as no events will be taking place, however the facility's final receipts for FY 2024 were received this fiscal year. TOT revenue is also exceeding estimates.

Municipal Golf (favorable variance) is up \$1.2 million from the forecasted amount. Weather has been very favorable for golf activities this year. New offerings at courses are also contributing to the positive variance.

Sawyer Point (favorable variance) is up \$311k from the forecasted amount. Parking revenue at the park has increased from last year which is part of the positive variance. Special events have also brought in more than anticipated revenue this year.

CLEAR (unfavorable variance) is down \$1.4 million from the forecasted amount. Expenses are down as several purchases have not been made this FY, therefore revenue is down as this is a reimbursable fund.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of April 30, 2025.
2. Audit of the City Treasurer's Report for the month ended March 31, 2025.
3. Statement of Balances in the various funds as of April 30, 2025.

By approval of this report, City Council appropriates the revenues received in the various restricted funds on the attached Statement of Balances and as stated in greater detail on the records maintained by the Department of Finance, Division of Accounts & Audits. Such revenues are to be expended in accordance with the purposes for which the funds were established.

c: William "Billy" Weber, Assistant City Manager
Steve Webb, Finance Director

*Interdepartmental
Correspondence Sheet*

August 4, 2025

TO: Members of the Budget & Finance Committee

202501487

FROM: Sheryl M.M. Long, City Manager

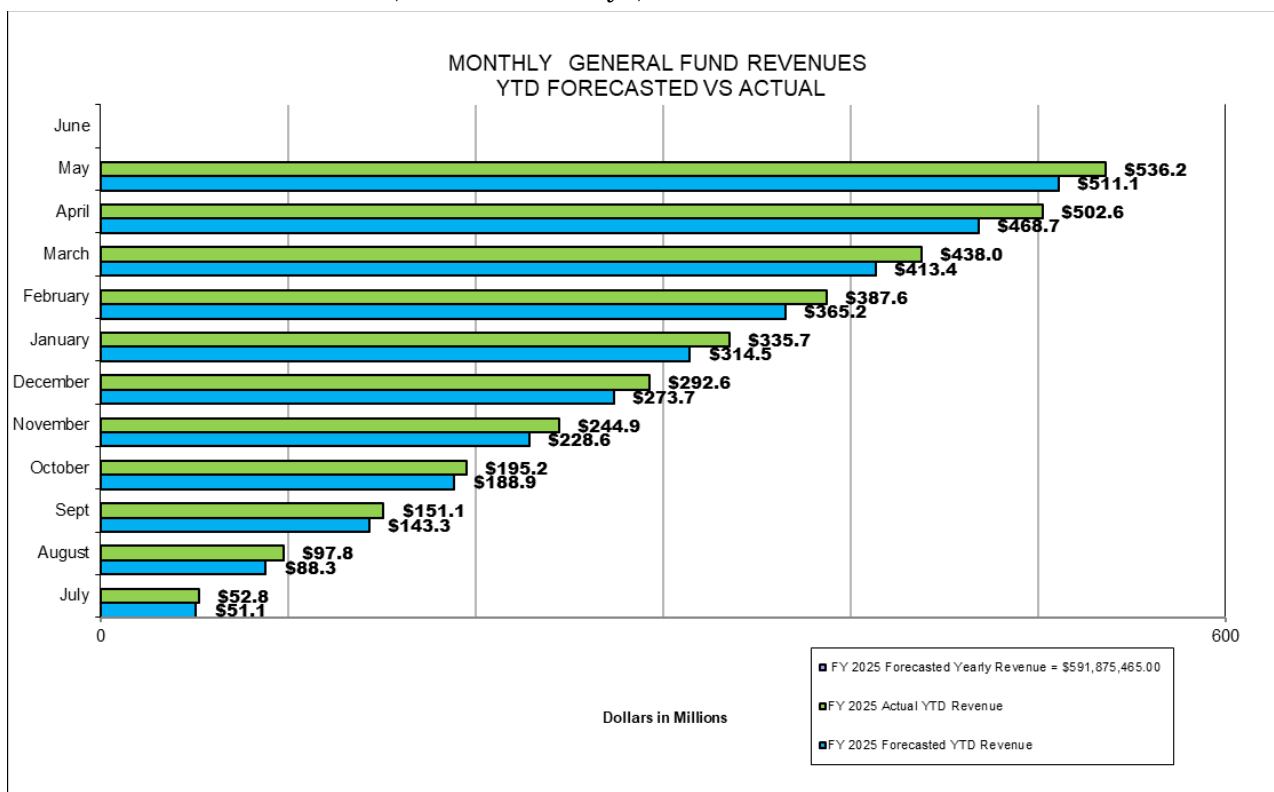
SUBJECT: Department of Finance Reports for the Month Ended May 31, 2025

**MAY 2025
MONTHLY FINANCIAL REPORTS**

The following report provides an update on the City of Cincinnati's financial condition as of the month ending May 31, 2025. This report represents the eleventh report for the new 2025 fiscal year, ending June 30, 2025. Variances are based on current year estimates and prior year activity in attached schedules.

A more detailed explanation of revenues and expenditures is attached for review, including reports comparing the current year's actual revenue vs. forecasted revenue and prior year's actual revenue vs. current year actual revenue. Both of those reports are presented on a monthly and year-to-date basis.

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through May 31, 2025 and shows that actual revenue of \$536.2 million was above forecasted revenue of \$511.1 million by \$25.1 million.



The major revenue components of the General Fund are listed in the table below. This table highlights the year-to-date variance (favorable and unfavorable) in General Fund revenue collections as compared to forecasted revenue collections. Each major category that differs significantly from forecasted collections will be discussed in further detail.

GENERAL FUND REVENUE SOURCES

	FAVORABLE VARIANCE	(UNFAVORABLE) VARIANCE	PERCENTAGE VARIANCE
General Property Tax	949,432		1.95%
City Income Tax	9,553,228		2.85%
Admissions Tax	1,587,026		16.17%
Short Term Rental Excise Tax	70,004		3.57%
Licenses & Permits	1,206,478		4.13%
Fines, Forfeitures, & Penalties		(\$215,316)	-4.69%
Investment Income	3,252,833		24.80%
Local Government	410,842		2.89%
Casino		(\$13,748)	-0.14%
Police	3,216,993		42.11%
Buildings and Inspections	31,652		0.62%
Fire	1,111,722		11.80%
Parking Meter	18		0.04%
Other	3,933,041		17.51%
	25,323,268	(\$229,063)	
Difference	25,094,204		

General Fund (favorable variance) is \$25.1 million above the amount forecasted through May in the FY 2025 Budget. This is the eleventh month's report for the fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components. Revenue estimates were adjusted in line with the Final Adjustment Ordinance. As a result the variances for Income Tax, Admissions Tax, Short Term Rental Tax and Investment Income are less than in prior months.

Income Taxes (favorable variance) is \$9.6 million above the forecasted amount. Higher net profits are contributing to the variance. Withholdings are also coming in higher than anticipated.

Admissions Tax (favorable variance) is up \$1.6 million from the forecasted amount. An extra home football game, increase in concert events, and new revenue from marketplace facilitators make up the variance in this category.

Investment Income (favorable variance) is \$3.3 million above the forecasted amount. Reinvestment rates are trending higher than expected and more cash is being actively managed than originally planned to take advantage of the current market conditions.

Police (favorable variance) is \$3.2 million above the forecasted amount. Detail revenues are exceeding estimates so far this year due to a change in the billing model.

Fire (favorable variance) is up \$1.1 million from the forecasted amount. CFD's EMS collector has submitted payments from the time they suffered from a cyberattack. Those prior collections should continue to come in while they are recovering.

Other (favorable variance) is up \$3.9 million from the forecasted amount. An unexpected payment from the County and the reclassification of the Mercy clawback payment to this revenue category represent a large portion of this variance. In addition, there are many other revenue sources in this category which fluctuate monthly. The Finance Department will monitor this category closely.

Restricted Funds:

Parking System Facilities (favorable variance) is up 1.3 million from the forecasted amount. Special events, a prior year collection and timing of current year revenue collection is producing a positive variance. In addition, lots and garages around the City are seeing an increase in usage due to construction relocating parkers and more companies bringing employees back to the office. Dynamic pricing for events is also contributing to additional revenue.

Convention Center (favorable variance) is \$2.1 million above the forecasted amount. New revenue is not estimated for FY 2025 as no events will be taking place, however the facility's final receipts for FY 2024 were received this fiscal year. TOT revenue is also exceeding estimates.

Municipal Golf (favorable variance) is up \$1.6 million from the forecasted amount. Weather has been very favorable for golf activities this year. New offerings at courses are also contributing to the positive variance.

Sawyer Point (favorable variance) is up \$328k from the forecasted amount. Parking revenue at the park has increased from last year which is part of the positive variance. Special events have also brought in more than anticipated revenue this year.

911 Cell Phone Fees (favorable variance) is \$1.2 million above the forecasted amount. Prior year collections of nearly \$400k were received this year. Finance will work with ECC to update the annual revenue estimate for FY26 to get it in line with actuals going forward.

CLEAR (unfavorable variance) is down \$1.8 million from the forecasted amount. Expenses are down as several purchases have not been made this FY, therefore revenue is down as this is a reimbursable fund.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of May 31, 2025.
2. Audit of the City Treasurer's Report for the month ended April 30, 2025.
3. Statement of Balances in the various funds as of May 31, 2025.

By approval of this report, City Council appropriates the revenues received in the various restricted funds on the attached Statement of Balances and as stated in greater detail on the records maintained by the Department of Finance, Division of Accounts & Audits. Such revenues are to be expended in accordance with the purposes for which the funds were established.

c: William "Billy" Weber, Assistant City Manager
Steve Webb, Finance Director

August 4, 2025

To: Members of the Budget and Finance Committee 202501529

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – ECC: Moral Obligation Payments to Various Vendors**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$103,513.00 from the Emergency Communications Center (“ECC”) General Fund non-personnel operating budget account no. 050x103x0000x7215 as a moral obligation to Medical Priority Consultants, Inc. dba Priority Dispatch Corp. for training and certifications for ECC personnel provided between July 2022 and May 2025; **AUTHORIZING** a payment of \$13,754.60 from the ECC General Fund non-personnel operating budget account no. 050x103x0000x7452 to National Academies of Emergency Dispatch dba International Academies of Emergency Dispatch as a moral obligation for required recertifications of ECC personnel provided between August 2023 and May 2025; and **AUTHORIZING** a payment of \$173,098.95 from the ECC 9-1-1 Cell Phone Fees Fund non-personnel operating budget account no. 364x103x0000x7418 to Intrado Life & Safety Solutions Corp. as a moral obligation for 9-1-1 phone system annual software maintenance and support from March 31, 2025 to March 30, 2026.

This Emergency Ordinance authorizes three moral obligation payments:

1. \$103,513.00 from the ECC General Fund non-personnel operating budget account no. 050x103x0000x7215 to Medical Priority Consultants, Inc. dba Priority Dispatch Corp. for training and certifications for ECC personnel provided between July 2022 and May 2025.
2. \$13,754.60 from the ECC General Fund non-personnel operating budget account no. 050x103x0000x7452 to National Academies of Emergency Dispatch dba International Academies of Emergency Dispatch for required recertifications of ECC personnel provided between August 2023 and May 2025.
3. \$173,098.95 from the ECC 9-1-1 Cell Phone Fees Fund non-personnel operating budget account no. 364x103x0000x7418 to Intrado Life & Safety Solutions Corp. for 9-1-1 phone system annual software maintenance and support from March 31, 2025 to March 30, 2026.

The ECC received training and certifications for ECC personnel from Medical Priority Consultants, Inc. dba Priority Dispatch Corp. and National Academies of Emergency

Dispatch, dba International Academies of Emergency Dispatch, which are typically paid via procurement card, but payment was never submitted. The ECC received 9-1-1 phone system annual maintenance and support from Intrado Life & Safety Solutions Corp., but the ECC was unable to meet critical year-end deadlines due to the ECC Finance Manager being on leave.

The ECC is implementing new processes for invoice tracking and training staff to serve as a backup to help maintain financial operations in the absence of the Finance Manager.

The reason for the emergency is the immediate need to make payment to Medical Priority Consultants, Inc. dba Priority Dispatch Corp., National Academies of Emergency Dispatch dba International Academies of Emergency Dispatch, and Intrado Life & Safety Solutions Corp. for outstanding charges for services provided to the ECC.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

AEP

- 2025

AUTHORIZING a payment of \$103,513 from the Emergency Communications Center (“ECC”) General Fund non-personnel operating budget account no. 050x103x0000x7215 as a moral obligation to Medical Priority Consultants, Inc. dba Priority Dispatch Corp. for training and certifications for ECC personnel provided between July 2022 and May 2025; **AUTHORIZING** a payment of \$13,754.60 from the ECC General Fund non-personnel operating budget account no. 050x103x0000x7452 to National Academies of Emergency Dispatch dba International Academies of Emergency Dispatch as a moral obligation for required recertifications of ECC personnel provided between August 2023 and May 2025; and **AUTHORIZING** a payment of \$173,098.95 from the ECC 9-1-1 Cell Phone Fees Fund non-personnel operating budget account no. 364x103x0000x7418 to Intrado Life & Safety Solutions Corp. as a moral obligation for 9-1-1 phone system annual software maintenance and support from March 31, 2025 to March 30, 2026.

WHEREAS, the Emergency Communications Center (“ECC”) received training and certifications for ECC personnel from Medical Priority Consultants, Inc. dba Priority Dispatch Corp. and National Academies of Emergency Dispatch dba International Academies of Emergency Dispatch, which are typically paid via procurement card, but payment was inadvertently never submitted; and

WHEREAS, the ECC received 9-1-1 phone system annual maintenance and support from Intrado Life & Safety Solutions Corp., but the ECC was unable to meet critical year-end deadlines due to the ECC Finance Manager being on leave; and

WHEREAS, the ECC is implementing new processes for invoice tracking and training staff to serve as a backup to help maintain financial operations in the absence of the Finance Manager; and

WHEREAS, sufficient funds are available in account no. 050x103x0000x7215, account no. 050x103x0000x7452, and account no. 364x103x0000x7418 to pay for the services provided by Medical Priority Consultants, Inc. dba Priority Dispatch Corp., National Academies of Emergency Dispatch dba International Academies of Emergency Dispatch, and Intrado Life & Safety Solutions Corp., respectively; and

WHEREAS, Council desires to provide payment to Medical Priority Consultants, Inc. dba Priority Dispatch Corp., National Academies of Emergency Dispatch dba International Academies of Emergency Dispatch, and Intrado Life & Safety Solutions Corp. for outstanding charges for services provided to the ECC totaling \$290,366.55; 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 \$103,513 from the Emergency Communications Center (“ECC”) General Fund non-personnel operating budget account no.

050x103x0000x7215 to Medical Priority Consultants, Inc. dba Priority Dispatch Corp. as a moral obligation for training and certifications for ECC personnel provided between July 2022 and May 2025.

Section 2. That the Director of Finance is authorized to pay \$13,754.60 from the ECC General Fund non-personnel operating budget account no. 050x103x0000x7452 to National Academies of Emergency Dispatch dba International Academies of Emergency Dispatch as a moral obligation for required recertifications of ECC personnel provided between August 2023 and May 2025.

Section 3. That the Director of Finance is authorized to pay \$173,098.95 from the ECC 9-1-1 Cell Phone Fees Fund non-personnel operating budget account no. 364x103x0000x7418 to Intrado Life & Safety Solutions Corp. as a moral obligation for 9-1-1 phone system annual software maintenance and support from March 31, 2025, to March 30, 2026.

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

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to make payment to Medical Priority Consultants, Inc. dba Priority Dispatch Corp., National Academies of Emergency Dispatch dba International Academies of Emergency Dispatch, and Intrado Life & Safety Solutions Corp. for outstanding charges for services provided to the ECC.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

To: Members of the Budget and Finance Committee 202501526

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – CRC: Moral Obligation Payment to Antares Golf, LLC**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$243,681.23 from Cincinnati Recreation Commission Municipal Golf Fund non-personnel operating budget account no. 105x195x1510x7299, as a moral obligation to Antares Golf, LLC for outstanding charges related to management services for Cincinnati Recreation Commission golf courses.

Approval of this Emergency Ordinance would authorize the payment of \$243,681.23 to Antares Golf, LLC for outstanding charges related to management services for Cincinnati Recreation Commission (CRC) golf courses, to be paid from Municipal Golf Fund non-personnel operating budget account no. 105x195x1510x7299.

CRC received three invoices for golf course management services provided between May 31, 2025, and June 23, 2025, by Antares Golf, LLC totaling \$243,681.23. CRC and Antares Golf, LLC had an existing contract, but insufficient resources were appropriated to pay the invoices in FY 2025. This amount could not be properly encumbered due to other large, unanticipated repair expenses incurred at various CRC golf facilities. Sufficient resources are available in FY 2026 to pay for the golf course management services provided.

CRC staff will work to maintain more accurate expense estimates to reduce the likelihood of needing to make future moral obligation payments.

The reason for the emergency is the immediate need to make payment to Antares Golf, LLC in a timely manner for the past due invoices.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

JWF

- 2025

AUTHORIZING the payment of \$243,681.23 from Cincinnati Recreation Commission Municipal Golf Fund non-personnel operating budget account no. 105x195x1510x7299, as a moral obligation to Antares Golf, LLC for outstanding charges related to management services for Cincinnati Recreation Commission golf courses.

WHEREAS, the Cincinnati Recreation Commission (“CRC”) received three invoices for golf course management services provided between May 31, 2025, and June 23, 2025, by Antares Golf, LLC (“Contractor”) totaling \$243,681.23; and

WHEREAS, CRC and Contractor had an existing contract, but insufficient resources were appropriated to pay the invoices in FY 2025; and

WHEREAS, this amount could not be properly encumbered due to other large, unanticipated repair expenses incurred at various CRC golf facilities; and

WHEREAS, CRC staff will maintain more accurate expense estimates to reduce the need for future moral obligation payments; and

WHEREAS, sufficient resources are available in Cincinnati Recreation Commission Municipal Golf Fund non-personnel operating budget account no. 105x195x1510x7299 in FY 2026 to pay for the golf course management services provided by Contractor; and

WHEREAS, Council desires to pay \$243,681.23 to Contractor for golf course management services provided from May 31, 2025, to June 23, 2025; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay \$243,681.23 from Cincinnati Recreation Commission Municipal Golf Fund non-personnel operating budget account no. 105x195x1510x7299 to Antares Golf, LLC for outstanding charges related to golf course management services.

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

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

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to make payment to Antares Golf, LLC in a timely manner for the past due invoices.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

To: Members of the Budget and Finance Committee 202501528

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – CRC: Moral Obligation Payment to Jason Barney**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$4,370 from Cincinnati Recreation Commission Recreation Special Activities Fund non-personnel operating budget account no. 323x197x9792x7299 as a moral obligation to Jason Barney for services rendered in connection with boat ramp operations at the Schmidt Complex.

Approval of this Emergency Ordinance would authorize the payment of \$4,370 to Jason Barney for services rendered in connection with boat ramp operations at the Schmidt Complex, to be paid from Cincinnati Recreation Commission Recreation Special Activities Fund non-personnel operating budget account no. 323x197x9792x7299.

Mr. Barney's previous contract with the City expired on April 20, 2025, and the new contract was not fully executed until after this expiration date. On June 18, 2025, the City entered into a new contract with Jason Barney for continued boat ramp operations at the Schmidt Complex. Mr. Barney continued to provide uninterrupted services to the City during the interim period from April 20, 2025, to June 18, 2025.

The reason for the emergency is the immediate need to pay Mr. Barney for the services he rendered from April 20, 2025, to June 18, 2025.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

IMD

-2025

AUTHORIZING the payment of \$4,370 from Cincinnati Recreation Commission Recreation Special Activities Fund non-personnel operating budget account no. 323x197x9792x7299 as a moral obligation to Jason Barney for services rendered in connection with boat ramp operations at the Schmidt Complex.

WHEREAS, on June 18, 2025, the City entered into a new contract with Jason Barney for continued boat ramp operations at the Schmidt Complex, which include regular dock adjustments in response to fluctuating river levels and spring dredging; and

WHEREAS, Mr. Barney's previous contract with the City expired on April 20, 2025, and the new contract was not fully executed until after this expiration date; and

WHEREAS, Mr. Barney continued to provide uninterrupted services to the City during the interim period from April 20, 2025, to June 18, 2025; and

WHEREAS, sufficient resources are available in Cincinnati Recreation Commission Recreation Special Activities Fund non-personnel operating budget account no. 323x197x9792x7299 to pay for these services; and

WHEREAS, Council desires to compensate Mr. Barney for services rendered, in the amount of \$4,370; 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 \$4,370 from Cincinnati Recreation Commission Special Activities Fund non-personnel operating budget account no. 323x197x9792x7299 as a moral obligation to Jason Barney for services rendered in connection with boat ramp operations at the Schmidt Complex.

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 Mr. Barney for the services he rendered from April 20, 2025, to June 18, 2025.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

202501531

To: Members of the Budget and Finance Committee

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – SMU: Moral Obligation Payment to Duke Energy Ohio, Inc.

Attached is an Emergency Ordinance captioned:

AUTHORIZING a payment of \$76,237.04 from Stormwater Management Utility Stormwater Management Fund non-personnel operating budget account no. 107x311x6000x7248 as a moral obligation to Duke Energy Ohio, Inc. for outstanding charges related to stormwater electric services provided to the City from March 18, 2025 to June 19, 2025.

Approval of this Emergency Ordinance would authorize the payment of \$76,237.04 to Duke Energy Ohio, Inc. for outstanding charges related to stormwater electric services provided to the City, to be paid from non-personnel operating budget account no. 107x311x6000x7248.

In April 2025, the Ohio River reached a peak of 60.9 feet which caused the Barrier Dam to be activated. This activation caused an 180% increase in electricity usage. The Stormwater Management Utility (SMU) did not have sufficient funding appropriated in the FY 2025 Operating Budget to cover the increased electric utility bills for the remainder of the fiscal year. Sufficient resources are now available in the FY 2026 Stormwater Management Utility Stormwater Management Fund non-personnel operating budget to pay for the electric services provided by Duke Energy Ohio, Inc.

The reason for the emergency is the immediate need to make payment to Duke Energy Ohio, Inc. in a timely manner for completed services.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

AEP

- 2025

AUTHORIZING a payment of \$76,237.04 from Stormwater Management Utility Stormwater Management Fund non-personnel operating budget account no. 107x311x6000x7248 as a moral obligation to Duke Energy Ohio, Inc. for outstanding charges related to stormwater electric services provided to the City from March 18, 2025 to June 19, 2025.

WHEREAS, the Ohio River reached a peak of 60.9 feet which caused the barrier dam to be activated from April 4, 2025 until April 12, 2025; and

WHEREAS, this activation caused a 180 percent increase in electricity usage; and

WHEREAS, in June 2025, Duke Energy Ohio, Inc. invoiced the City \$76,237.04 for stormwater electric services provided from March 18, 2025 to June 19, 2025; and

WHEREAS, the services were provided under Contract No. GAE 54X25001 between the City and Duke Energy Ohio, Inc., but funds were not properly certified to the contract when these services were provided; and

WHEREAS, the Stormwater Management Utility did not have sufficient funds appropriated in the FY 2025 Operating Budget to cover the increased expense and properly certify funds; and

WHEREAS, sufficient resources are available in the FY 2026 Stormwater Management Utility Stormwater Management Fund non-personnel operating budget account no. 107x311x6000x7248 to pay for the electric services provided by Duke Energy Ohio, Inc.; and

WHEREAS, Council desires to pay \$76,237.04 to Duke Energy Ohio, Inc. for the outstanding charges related to stormwater electric services; 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 \$76,273.04 from Stormwater Management Utility Stormwater Management Fund non-personnel operating budget account no. 107x311x6000x7248 as a moral obligation to Duke Energy Ohio, Inc. for outstanding charges related to stormwater electric services provided to the City from March 18, 2025 to June 19, 2025.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to make payment to Duke Energy Ohio, Inc. in a timely manner for completed services.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____

August 4, 2025

To: Members of the Budget and Finance Committee
202501534

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – ECC: Then and Now Payment to Medical Priority Consultants, Inc. dba Priority Dispatch Corp.**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$92,000 from Emergency Communications Center 9-1-1 Cell Phone Fees Fund non-personnel operating budget account no. 364x103x0000x7418 to Medical Priority Consultants, Inc. dba Priority Dispatch Corp. for software maintenance and support services for the period of January 1, 2025, to December 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

This Emergency Ordinance authorizes a payment of \$92,000 from Emergency Communications Center 9-1-1 Cell Phone Fees Fund non-personnel operating budget account no. 364x103x0000x7418 to Medical Priority Consultants, Inc. dba Priority Dispatch Corp. for software maintenance and support services for the period of January 1, 2025, to December 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

On January 21, 2022, the City entered into a five-year contract with Medical Priority Consultants, Inc. dba Priority Dispatch Corp. (“Contractor”) for software maintenance and support services for the City’s Emergency Communications Center (“ECC”), which are billed annually. ECC began receiving software maintenance and support services during the fourth year of the contract beginning on January 1, 2025, but funds were inadvertently not encumbered for those services. ECC received a \$92,000 invoice for these services in December 2024, and the Contractor continued to provide ECC with software maintenance and support services during the fourth year of the contract.

Pursuant to Ohio Revised Code (ORC) Section 5705.41(D)(1), the Director of Finance has issued a certificate attached to this ordinance, verifying that a sufficient sum was appropriated and in the City Treasury for the purpose of paying such charges under the contract both at the time the contract began and at the time the attached certificate was issued.

The reason for the emergency is the immediate need to pay Medical Priority Consultants, Inc. dba Priority Dispatch Corp. 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

Attachments

EMERGENCY

IMD

- 2025

AUTHORIZING the payment of \$92,000 from Emergency Communications Center 9-1-1 Cell Phone Fees Fund non-personnel operating budget account no. 364x103x0000x7418 to Medical Priority Consultants, Inc. dba Priority Dispatch Corp. for software maintenance and support services for the period of January 1, 2025, to December 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

WHEREAS, on January 21, 2022, the City entered into a five-year contract with Medical Priority Consultants, Inc. dba Priority Dispatch Corp. (“Contractor”) for software maintenance and support services for the City’s Emergency Communications Center (“ECC”), which are billed annually; and

WHEREAS, pursuant to the terms of the contract, ECC began receiving software maintenance services during the fourth year of the contract beginning on January 1, 2025, but funds were inadvertently not encumbered for those services; and

WHEREAS, ECC received a \$92,000 invoice for these services in December 2024, and Contractor has continued to provide ECC with software maintenance and support services during the fourth year of the contract; and

WHEREAS, pursuant to R.C. Section 5705.41(D)(1), the Director of Finance has issued a certificate, attached to this ordinance, verifying that a sufficient sum was appropriated and in the City Treasury to pay such charges under the contract both at the time the contract began and at the time the attached certificate was issued; and

WHEREAS, Council desires to provide payment to Contractor for the City’s outstanding obligation of \$92,000 for software maintenance and support services for the period of January 1, 2025, to December 31, 2025; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay \$92,000 from Emergency Communications Center 9-1-1 Cell Phone Fees Fund non-personnel operating budget account no. 364x103x0000x7418 to Medical Priority Consultants, Inc. dba Priority Dispatch Corp. for software maintenance and support services for the period of January 1, 2025, to December 31, 2025.

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

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

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

202501535

To: Members of the Budget and Finance Committee

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – ETS: Then and Now Payment to CGI Technologies and Solutions, Inc.**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$154,798.16 from General Fund Enterprise Software and Licenses Non-Departmental non-personnel operating budget account no. 050x952x0000x7418 to CGI Technologies and Solutions, Inc. for maintenance services for the Cincinnati Financial System for the period of March 1, 2025, to May 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

Approval of this Emergency Ordinance will authorize the payment of \$154,798.16 to CGI Technologies and Solutions, Inc. for outstanding charges related to maintenance services for the Cincinnati Financial System (“CFS”) provided to the City from March 1, 2025 through May 31, 2025, to be paid from General Fund Enterprise Software and Licenses Non-Departmental non-personnel operating budget account no. 050x952x0000x7418 pursuant to the attached then and now certificate from the Director of Finance.

CGI Technologies and Solutions, Inc. provided ETS with maintenance services for the Cincinnati Financial System (“CFS”) during the period of March 1, 2025 through May 31, 2025, but funds were not encumbered for those services prior to March 1, 2025.

Pursuant to Ohio Revised Code (ORC) Section 5705.41(D)(1), the Director of Finance has issued a Then and Now Certificate, attached to this Ordinance, verifying that a sufficient sum was appropriated and in the City Treasury for the purpose of paying such charges under the contract both at the time the contract began and at the time the certificate was issued.

The reason for the emergency is the immediate need to pay CGI Technologies and Solutions, Inc. 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

Attachments

EMERGENCY

AEP

- 2025

AUTHORIZING the payment of \$154,798.16 from General Fund Enterprise Software and Licenses Non-Departmental non-personnel operating budget account no. 050x952x0000x7418 to CGI Technologies and Solutions, Inc. for maintenance services for the Cincinnati Financial System for the period of March 1, 2025, to May 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

WHEREAS, on March 1, 2024, the City entered into a two-year contract extension with CGI Technologies and Solutions, Inc. (“Contractor”) for maintenance services for the Cincinnati Financial System (“CFS”); and

WHEREAS, pursuant to the terms of the contract, the Department of Enterprise Technology Solutions (“ETS”) received maintenance services for CFS during the period of March 1, 2025, through May 31, 2025, but funds were inadvertently not encumbered for those services prior to March 1, 2025; and

WHEREAS, Contractor provided ETS with maintenance services for CFS totaling \$154,798.16 for the period of March 1, 2025, to May 31, 2025 before funds were properly encumbered; and

WHEREAS, pursuant to R.C. Section 5705.41(D)(1), the Director of Finance has issued a certificate, attached to this ordinance, verifying that a sufficient sum was appropriated and in the City Treasury for the purpose of paying such charges under the contract both at the time the contract began and at the time the attached certificate was issued; and

WHEREAS, Council desires to provide payment to Contractor for the City’s outstanding obligation of \$154,798.16 for maintenance services for the Cincinnati Financial System from March 1, 2025, to May 31, 2025; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay \$154,798.16 from General Fund Enterprise Software and Licenses Non-Departmental non-personnel operating budget account no. 050x952x0000x7418 to CGI Technologies and Solutions, Inc. for maintenance services for the Cincinnati Financial System for the period of March 1, 2025, to May 31, 2025.

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

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

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

CITY OF CINCINNATI
DIRECTOR OF FINANCE
THEN AND NOW CERTIFICATE

I, Steve Webb, Director of Finance for the City of Cincinnati, state the following:

WHEREAS, the City entered into a two-year contract extension, beginning on March 1, 2024, with CGI Technologies and Solutions, Inc. ("Contractor") for maintenance services for the Cincinnati Financial System ("CFS"); and

WHEREAS, the Department of Enterprise Technology Solutions ("ETS") received maintenance services for CFS during the period of March 1, 2025 through May 31, 2025, but funds were not encumbered for those services prior to March 1, 2025; and

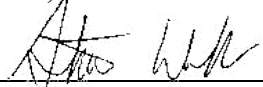
WHEREAS, Contractor provided ETS with maintenance services for CFS totaling \$154,798.16 for the period of March 1, 2025 to May 31, 2025 before funds were properly encumbered; and

WHEREAS, Contractor has therefore not been compensated for the services it provided pursuant to the contract in an amount of \$154,798.16;

NOW, THEREFORE,

1. As of March 1, 2025, and as of the date this certificate was executed, I hereby verify that the City Treasury held a sufficient sum that was appropriated and available to pay for goods and services rendered under the City's contract with CGI Technologies and Solutions, Inc. This verification is conditioned upon and subject to Council's approval of an ordinance authorizing the drawing of a warrant in payment of amount due to CGI Technologies and Solutions, Inc. during this time period.

Signed,



Steve Webb, Director of Finance
City of Cincinnati

Date: 7/24/25

August 4, 2025

To: Members of the Budget and Finance Committee 202501543

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – CMO: CDBG Program Income Appropriation**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to appropriate \$1,057,209.89 of 2024 Community Development Block Grant (“CDBG”) program income from the unappropriated surplus of CDBG Fund 304 to CDBG Fund project account no. 304x212x30424015, “Housing Repair Services ’24,” to fund the continuation of the housing repair program.

This Emergency Ordinance authorizes the City Manager to appropriate \$1,057,209.89 of 2024 Community Development Block Grant program income from the unappropriated surplus of Community Development Block Grant Fund 304 to Community Development Block Grant Fund project account no. 304x212x30424015, “Housing Repair Services ’24,” to fund the continuation of the housing repair program.

On May 7, 2024, the U.S. Department of Housing and Urban Development (“HUD”) announced the grant allocation of \$11,172,581 to the City of Cincinnati for the 2024 Community Development Block Grant (“CDBG”) Program (ALN 14.218) via Award No. B-24-MC-39-0003. 2024 CDBG program income of \$1,057,209.89 must be appropriated for the housing repair program, which provides emergency and critical repairs to eligible, low-income homeowners.

Appropriating program income does not require matching resources or new FTE/full time equivalents.

Appropriating providing resources for emergency and critical home repairs for eligible, low-income homeowners is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of the housing repair program.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

MSS

-2025

AUTHORIZING the City Manager to appropriate \$1,057,209.89 of 2024 Community Development Block Grant (“CDBG”) program income from the unappropriated surplus of CDBG Fund 304 to CDBG Fund project account no. 304x212x30424015, “Housing Repair Services ‘24,” to fund the continuation of the housing repair program.

WHEREAS, on May 7, 2024, the U.S. Department of Housing and Urban Development (“HUD”) announced the allocation of \$11,172,581 to the City of Cincinnati for the 2024 Community Development Block Grant (“CDBG”) Program (ALN 14.218) via Award No. B-24-MC-39-0003; and

WHEREAS, 2024 CDBG program income of \$1,057,209.89 must be appropriated for the housing repair program, which provides emergency and critical repairs to eligible, low-income homeowners; and

WHEREAS, appropriating program income does not require matching resources or result in new FTE/full time equivalents; and

WHEREAS, providing resources for emergency and critical home repairs for eligible, low-income homeowners is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods” as described on pages 160-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 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 appropriate \$1,057,209.89 of 2024 Community Development Block Grant (“CDBG”) program income from the unappropriated surplus of CDBG Fund 304 to CDBG Fund project account no. 304x212x30424015, “Housing Repair Services ‘24,” to fund the continuation of the housing repair program.

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 provide funding for the continuation of the housing repair program.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

To: Members of the Budget and Finance Committee 202501537

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – CMO: HOME Program Income Appropriation

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to appropriate \$69,060 in HOME Investment Partnerships (“HOME”) Program income from the unappropriated surplus of HOME Investment Trust Fund 411 to HOME Investment Trust Fund project account no. 411x162x4112506, “Strategic Housing Initiatives Program ‘25,” to fund the continuation of the Strategic Housing Initiatives Program.

This Emergency Ordinance authorizes the City Manager to appropriate \$69,060 in HOME Investment Partnerships (“HOME”) Program income from the unappropriated surplus of HOME Investment Trust Fund 411 to HOME Investment Trust Fund project account no. 411x162x4112506, “Strategic Housing Initiatives Program ‘25,” to fund the continuation of the Strategic Housing Initiatives Program.

HUD announced the allocation of \$2,436,819.50 to the City for the 2024 HOME Program (ALN 14.239) via Award No. M-24-MC-39-0213 on May 7, 2024. HOME Program income of \$69,060 is now available and must be appropriated to a 2025 HOME project account.

The Strategic Housing Initiatives Program offers strategic investment to housing projects throughout the City’s neighborhoods and supports the rehabilitation or new construction of market rate, workforce, and affordable rental and home ownership units as well as permanent support housing.

Appropriating HOME Program income to this project account does not require matching resources or new FTEs/full time equivalents.

Appropriating this HOME Program income is in accordance with the “Live” goal to “[c]reate a more livable community” and strategy to “[s]upport and stabilize our neighborhoods” as described on pages 156-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of the Strategic Housing Initiatives Program.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

IMD

-2025

AUTHORIZING the City Manager to appropriate \$69,060 in HOME Investment Partnerships (“HOME”) Program income from the unappropriated surplus of HOME Investment Trust Fund 411 to HOME Investment Trust Fund project account no. 411x162x4112506, “Strategic Housing Initiatives Program ‘25,” to fund the continuation of the Strategic Housing Initiatives Program.

WHEREAS, through the HOME Investment Partnerships (“HOME”) Program, the U.S. Department of Housing and Urban Development (“HUD”) provides annual grants to local communities for projects that include buying, building, and rehabilitating affordable housing for rent or ownership, as well as projects providing down payment assistance; and

WHEREAS, HUD announced the allocation of \$2,436,819.50 to the City for the 2024 HOME Program (ALN 14.239) via Award No. M-24-MC-39-0213 on May 7, 2024; and

WHEREAS, pursuant to Ordinance No. 181-2024, Council authorized the City Manager to apply for and accept the 2024 HOME Program grant and to appropriate prior HOME Program income; and

WHEREAS, additional HOME Program income of \$69,060 is now available and must be appropriated to a 2025 HOME project account; and

WHEREAS, the Strategic Housing Initiatives Program offers strategic investment to housing projects throughout the City’s neighborhoods and supports the rehabilitation or new construction of market rate, workforce, and affordable rental and home ownership units as well as permanent support housing; and

WHEREAS, appropriating HOME Program income to this project account does not require matching resources or create new FTEs/full time equivalents; and

WHEREAS, funding the continuation of the Strategic Housing Initiatives Program is in accordance with the “Live” goal to “[c]reate a more livable community” and strategy to “[s]upport and stabilize our neighborhoods” as described on pages 156-163 and the “Compete” initiative to “[b]e the pivotal economic force in the region” as described on pages 101-102 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 appropriate \$69,060 in HOME Investment Partnerships (“HOME”) Program income from the unappropriated surplus of HOME Investment Trust Fund 411 to HOME Investment Trust Fund project account no. 411x162x4112506, “Strategic

Housing Initiatives Program ‘25,” to fund the continuation of the Strategic Housing Initiatives Program.

Section 2. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of the HOME Program 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 provide funding for the continuation of the Strategic Housing Initiatives Program.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

To: Members of the Budget and Finance Committee
From: Sheryl M. M. Long, City Manager
Subject: **Emergency Ordinance – Police: Acceptance of Monetary Donation from the Rotary Club of Cincinnati**

202501544

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate a donation of \$1,000 from the Rotary Club of Cincinnati to be used for operation of the Cincinnati Police Department Public Safety Cadet program and the Cops for a Cure program; and **AUTHORIZING** the Director of Finance to deposit the donation into Public Safety Special Projects Fund revenue account no. 456x8571.

This Emergency Ordinance authorizes the City Manager to accept and appropriate a donation of \$1,000 from the Rotary Club of Cincinnati to be used for the operation of the Cincinnati Police Department (CPD) Public Safety Cadet program and the Cops for a Cure program. This Emergency Ordinance also authorizes the Director of Finance to deposit the donation into Public Safety Special Projects Fund revenue account no. 456x8571.

The Rotary Club of Cincinnati has graciously donated \$1,000 to support the operation of the CPD Public Safety Cadet program and the Cops for a Cure program. The CPD Public Safety Cadet program, formerly titled the Explorers Program, gives students ages sixteen through nineteen the opportunity to work part-time during the summer to explore a career in law enforcement by working and training with members of the CPD. The Cops for a Cure program supports members of CPD diagnosed with breast cancer.

This donation does not require additional FTEs/full time equivalents or matching funds.

Acceptance of this donation is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and the strategy to “[u]nite our communities” as described on pages 209-211 of Plan Cincinnati (2012).

The reason for the emergency is the need to ensure timely acceptance of the donation from the Rotary Club of Cincinnati.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

KKF

- 2025

AUTHORIZING the City Manager to accept and appropriate a donation of \$1,000 from the Rotary Club of Cincinnati to be used for operation of the Cincinnati Police Department Public Safety Cadet program and the Cops for a Cure program; and **AUTHORIZING** the Director of Finance to deposit the donation into Public Safety Special Projects Fund revenue account no. 456x8571.

WHEREAS, the Rotary Club of Cincinnati has graciously offered to donate \$1,000 to support the operation of the Cincinnati Police Department (“CPD”) Public Safety Cadet program and the Cops for a Cure program; and

WHEREAS, the CPD Public Safety Cadet program, formerly titled the Explorers Program, gives students ages sixteen through nineteen the opportunity to work part-time during the summer to explore a career in law enforcement by working and training with members of the CPD; and

WHEREAS, the Cops for a Cure program supports members of CPD diagnosed with breast cancer; and

WHEREAS, acceptance of this donation requires no matching funds, and no FTEs/full time equivalents are associated with this donation; and

WHEREAS, acceptance of this donation is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” and the strategy to “[u]nite our communities” as described on pages 209-211 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to accept and appropriate a donation of \$1,000 from the Rotary Club of Cincinnati to provide resources for operation of the Cincinnati Police Department Public Safety Cadet program and the Cops for a Cure program.

Section 2. That the Director of Finance is authorized to deposit the donated funds into Public Safety Special Projects Fund revenue account no. 456x8571.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to ensure timely acceptance of the donation from the Rotary Club of Cincinnati.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

To: Members of the Budget and Finance Committee 202501545

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Finance: Establishment of Qualified Employee Benefit Arrangement (QEBA) Fund**

Attached is an Emergency Ordinance captioned:

ESTABLISHING new Fund 748, “Qualified Employee Benefit Arrangement (QEBA),” to pay excess retirement benefits that are not permitted to be paid from the qualified pension trust due to Internal Revenue Code limitations; **AUTHORIZING** the transfer and return to source of \$106,000 from Contribution to Total Benefit Arrangement General Fund Non-Departmental fringe benefits operating budget account no. 050x915x7500 to the unappropriated surplus of the General Fund; **AUTHORIZING** the transfer and return to source of \$10,000 from the Lump Sum Payments General Fund Non-Departmental personnel operating budget account no. 050x924x7100 to the unappropriated surplus of the General Fund; **AUTHORIZING** the transfer of \$116,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of new Fund 748, “Qualified Employee Benefit Arrangement (QEBA)”; and **AUTHORIZING** the transfer and appropriation of \$116,000 from the unappropriated surplus of Fund 748, “Qualified Employee Benefit Arrangement (QEBA),” to Contribution to Total Benefit Arrangement Non-Departmental fringe benefits operating budget account no. 748x915x7500 to provide resources for Qualified Employee Benefit Arrangement payments through calendar year 2025.

Approval of this Emergency Ordinance establishes Fund 748, “Qualified Employee Benefit Arrangement (QEBA),” to pay excess retirement benefits that are not permitted to be paid from the qualified pension trust due to Internal Revenue Code limitations. This Emergency Ordinance will also authorize the transfer and return to source of \$106,000 from Contribution to Total Benefit Arrangement General Fund Non-Departmental fringe benefits operating budget account no. 050x915x7500 to the unappropriated surplus of the General Fund. This Emergency Ordinance also authorizes the transfer and return to source of \$10,000 from the Lump Sum Payments General Fund Non-Departmental personnel operating budget account no. 050x924x7100 to the unappropriated surplus of the General Fund. This Emergency Ordinance authorizes the transfer of \$116,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of new Fund 748, “Qualified

Employee Benefit Arrangement (QEBA). Lastly, this Emergency Ordinance authorizes the transfer and appropriation of \$116,000 from the unappropriated surplus of the Qualified Employee Benefit Arrangement (QEBA) Fund to Contribution to Total Benefit Arrangement Non-Departmental fringe benefits operating budget account no. 748x915x7500 to provide resources for Qualified Employee Benefit Arrangement payments through calendar year 2025.

A new Fund is required to pay retirement benefits to Cincinnati Retirement System (CRS) participants that exceed the annual benefit limits established under Internal Revenue Code Section 415(b). The new Qualified Employee Benefit Arrangement (QEBA) Fund will be funded by transfers from the City's General Fund.

The reason for the emergency is the immediate need to establish Fund 748, "Qualified Employee Benefit Arrangement (QEBA)," to properly provide retirement resources prior to the first payment deadline of September 1, 2025.

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

Attachment

EMERGENCY

AEP

- 2025

ESTABLISHING new Fund 748, “Qualified Employee Benefit Arrangement (QEBA),” to pay excess retirement benefits that are not permitted to be paid from the qualified pension trust due to Internal Revenue Code limitations; **AUTHORIZING** the transfer and return to source of \$106,000 from Contribution to Total Benefit Arrangement General Fund Non-Departmental fringe benefits operating budget account no. 050x915x7500 to the unappropriated surplus of the General Fund; **AUTHORIZING** the transfer and return to source of \$10,000 from the Lump Sum Payments General Fund Non-Departmental personnel operating budget account no. 050x924x7100 to the unappropriated surplus of the General Fund; **AUTHORIZING** the transfer of \$116,000 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of new Fund 748, “Qualified Employee Benefit Arrangement (QEBA)”; and **AUTHORIZING** the transfer and appropriation of \$116,000 from the unappropriated surplus of Fund 748, “Qualified Employee Benefit Arrangement (QEBA),” to Contribution to Total Benefit Arrangement Non-Departmental fringe benefits operating budget account no. 748x915x7500 to provide resources for Qualified Employee Benefit Arrangement payments through calendar year 2025.

WHEREAS, a new Fund is required to pay retirement benefits to Cincinnati Retirement System participants that exceed the annual benefit limits established under Internal Revenue Code Section 415(b); and

WHEREAS, the new Qualified Employee Benefit Arrangement Fund will be funded by transfers from the City’s General Fund; now, therefore,

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

Section 1. That new Fund 748, “Qualified Employee Benefit Arrangement (QEBA),” is established to pay retirement benefits to Cincinnati Retirement System participants that exceed the annual benefit limits established under Internal Revenue Code Section 415(b).

Section 2. That the Qualified Employee Benefit Arrangement Fund be administered under the direction of the proper City officials for the exclusive purpose of providing these excess benefits to eligible retirees.

Section 3. That \$106,000 is transferred from Contribution to Total Benefit Arrangement General Fund Non-Departmental fringe benefits operating budget account no. 050x915x7500 and returned to the unappropriated surplus of the General Fund.

Section 4. That \$10,000 is transferred from the Lump Sum Payments General Fund Non-Departmental personnel operating budget account no. 050x924x7100 and returned to the unappropriated surplus of the General Fund.

Section 5. That \$116,000 is transferred from the unappropriated surplus of General Fund 050 to the unappropriated surplus of new Fund 748, “Qualified Employee Benefit Arrangement (QEBA).”

Section 6. That \$116,000 is transferred and appropriated from the unappropriated surplus of Fund 748, “Qualified Employee Benefit Arrangement (QEBA),” to Contribution to Total Benefit Arrangement Non-Departmental fringe benefits operating budget account no. 748x915x7500 to provide resources for Qualified Employee Benefit Arrangement payments through calendar year 2025.

Section 7. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 6.

Section 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to establish Fund 748, “Qualified Employee Benefit Arrangement (QEBA),” to properly provide retirement resources prior to the first payment deadline of September 1, 2025.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

To: Members of the Budget and Finance Committee 202501540

From: Sheryl M.M. Long, City Manager

Subject: **Emergency Ordinance – Authorizing a Property Sale and Development Agreement with American Craft Brewery, LLC**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Property Sale and Development Agreement with American Craft Brewery LLC (d/b/a Samuel Adams Cincinnati Brewery), pursuant to which the City will vacate and convey portions of the public rights-of-way known as Eve Alley and Snyder Alley and all of the public right-of-way known as Bauman Street, all in the West End neighborhood of Cincinnati, to facilitate the company's construction of a truck staging area to support the company's main production brewery, at an estimated total project cost of approximately \$7,477,143.

BACKGROUND/CURRENT CONDITIONS

The City of Cincinnati owns approximately 0.1516 acres of public right-of-way, which includes portions of Eve Alley, Snyder Alley, and all of Bauman Street. This area abuts property owned by American Craft Brewery, LLC (the Purchaser). The Purchaser intends to acquire the public right-of-way to combine it with their adjacent land for a truck staging area that will support their main production brewery.

The City, through its Real Estate Services Division, has conducted a professional appraisal and determined that the fair market value of the 0.1516 acres of City-owned right-of-way is \$9,400.00, a price that the Purchaser has agreed to pay. Accordingly, the City has decided that it is appropriate to eliminate competitive bidding for the sale of this property, given the Purchaser's ownership of the adjoining land.

After acquiring the City-owned right-of-way, the Purchaser plans to consolidate it with their adjacent property to create a site totaling two acres and thirty-five hundredths (2.035) acres. This site will be located between Livingston Street and Findlay Street, west of John Street, near the Sam Adams Brewery campus at 1625 Central Parkway. Once the consolidation is complete, the Purchaser plans to fence and clean up the area, using it as a staging area and drop lot for tractor-trailers.

DEVELOPER INFORMATION

American Craft Brewery, LLC, doing business as Samuel Adams Cincinnati Brewery, is a wholly owned affiliate of Boston Beer Company, Inc., a Massachusetts-based corporation.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

This is an Emergency Ordinance in order to allow the Developer to finalize the acquisition of the property and adhere to a strict project timeline.

Attachment: Project Outline

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

Project Outline

<u>Project Description Details</u>	<u>Explanation</u>
Project Name	Sam Adams Property Sale
Street Address	517, 519, 521, 545 Findlay Street and 528 Livingston Street
Property Condition	Improved public right-of-way known as Bauman Street and Eve Alley. Unimproved remnant of Snyder Alley
Neighborhood	West End
Incentive Application Process	Direct Sale of City Land at fair market value of \$9,400
Recent or other projects by Developer	Construction of a fenced-in staging area and drop lot. Total Project cost is \$7,477,143
Approval at Planning Commission/Neighborhood support	<ul style="list-style-type: none"> - Approval of sale by City Planning Commission on 8/1/2025 - Community Support was affirmed at the West End Community Council Meeting on 4/15/2025
Plan Cincinnati Goals	Achieves the Compete Initiative Area Goal 1 (pages 103-113)

Project Site Plan



EMERGENCY

MAH

- 2025

AUTHORIZING the City Manager to execute a Property Sale and Development Agreement with American Craft Brewery LLC (d/b/a Samuel Adams Cincinnati Brewery), pursuant to which the City will vacate and convey portions of the public rights-of-way known as Eve Alley and Snyder Alley and all of the public right-of-way known as Bauman Street, all in the West End neighborhood of Cincinnati, to facilitate the company's construction of a truck staging area to support the company's main production brewery, at an estimated total project cost of approximately \$7,477,143.

WHEREAS, the City of Cincinnati (the "City") owns approximately 0.1516 acres of real property designated as public rights-of-way consisting of portions of Eve Alley and Snyder Alley and all of Bauman Street, all 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 Transportation and Engineering ("DOT"); and

WHEREAS, American Craft Brewery LLC, a Massachusetts limited liability company d/b/a Samuel Adams Cincinnati Brewery ("Developer"), owns adjoining properties and desires to purchase the Property from the City for consolidation with Developer's adjoining properties to facilitate the construction of a truck staging area to support Developer's main production brewery (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 \$9,400, which Developer has agreed to pay; and

WHEREAS, Developer has delivered or will deliver to the City (i) an Attorney's Certificate of Title certifying as to the owners of all the real property abutting the Property, and (ii) the written consent of all necessary abutters to the City's vacation and sale of the Property to Developer; 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, pursuant to Chapter 723 of the Ohio Revised Code, the legislative authority of a municipal corporation may convey the fee simple estate or other interest in land used for

streets if it has determined that the property is not needed for municipal purposes and that the sale will not be detrimental to the general interest; and

WHEREAS, the City Manager, being the officer having the custody and control of the Property, and upon verification from the City's Department of Transportation and Engineering, the Metropolitan Sewer District of Greater Cincinnati ("MSD"), Greater Cincinnati Water Works ("GCWW"), and the City's Stormwater Management Utility ("SMU"), has determined that the Property is not needed for transportation or other municipal purposes, that there is good cause for vacating the Property as public rights-of-way, and that such vacation will not be detrimental to the general interest; and

WHEREAS, pursuant to Section 723.041 of the Ohio Revised Code, any affected public utility, including, without limitation, MSD, GCWW, SMU, Duke Energy, and Cincinnati Bell/Altafiber, shall be deemed to have permanent easements in the Property for their existing utility facilities, if any; and

WHEREAS, the City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the sale of the Property because Developer owns the real property abutting the Property, Developer has obtained or will obtain the consent of all necessary abutters to the City's vacation and sale of the Property, and as a practical matter no one other than an abutting property owner would have any use for the Property; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's vacation and sale of the Property at its meeting on August 1, 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 vacate and convey to American Craft Brewery LLC (d/b/a Samuel Adams Cincinnati Brewery) ("Developer") portions of the public rights-of-way known as Eve Alley and Snyder Alley and all of the public right-of-way known as Bauman Street, all in the West End neighborhood of Cincinnati (the "Property"), for Developer to (a) consolidate with adjoining property Developer owns (together with the Property, the "Project Site"), and (b) construct a truck staging area on the consolidated Project Site to support Developer's main production brewery, at an estimated total project cost of

approximately \$7,477,143 (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 \$9,400, which Developer has agreed to pay.

Section 3. That the Property is not needed for transportation or other municipal purposes, and that the vacation and sale of the Property (subject to the creation of utility easements for existing utilities, if any, as provided for under Section 723.041 of the Ohio Revised Code) will not be detrimental to the general interest.

Section 4. That eliminating competitive bidding in connection with the City’s sale of the Property is in the best interest of the City because Developer owns the real property that abuts the Property, Developer has obtained or will obtain the consent of all necessary abutters to the City’s vacation and sale of the Property, and as a practical matter no one other than an abutting property owner would have any use for the Property.

Section 5. 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 6. 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 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is 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: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

Contract No. _____

PROPERTY SALE AND DEVELOPMENT AGREEMENT

between the

CITY OF CINCINNATI

and

AMERICAN CRAFT BREWERY LLC

Project Name: American Craft Brewery

(vacation and sale of City-owned rights-of-way for construction of a truck staging area in the West End 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 **AMERICAN CRAFT BREWERY LLC**, a Massachusetts limited liability company d/b/a Samuel Adams Cincinnati Brewery, whose address is 1625 Central Parkway, Cincinnati, Ohio 45214 ("**Developer**").

Recitals:

A. The City owns approximately 0.1516 acres of real property designated as public rights-of-way, commonly known as portions of Eve Alley and Snyder Alley and all of Bauman Street, as more particularly depicted on Exhibit A-1 (Site Plan) and described on Exhibit A-2 (Legal Description of Sale Property) hereto (collectively, the "**Sale Property**"), which property is under the management of the City's Department of Transportation and Engineering ("**DOT**").

B. Developer owns the real property abutting the Sale Property located at 517, 519, 521, and 545 Findlay Street and 528 Livingston Street, as more particularly depicted on Exhibit A-1 and described on Exhibit A-3 (Legal Description of Developer's Property) hereto (the "**Developer's Property**" and, together with the Sale Property, the "**Property**").

C. Developer has requested that the City vacate and sell the Sale Property to Developer so that Developer may consolidate it with Developer's Property and subsequently construct a truck staging area on the Property to support Developer's main production brewery located at 1635 Central Parkway, as more particularly described on Exhibit B (Statement of Work, Budget, and Sources of Funds) hereto (the "**Project**").

D. The City's Real Estate Services Division has determined, by professional appraisal, that the fair market value of the Sale Property is approximately \$9,400 (the "**Purchase Price**"), which Developer has agreed to pay.

E. [_____] Esq., a reputable attorney practicing in Hamilton County, Ohio, at the request of the City has provided the following: (i) an Attorney's Certificate of Title dated [_____, 2025], certifying that Developer is the owner of all real property abutting the Sale Property, and (ii) the written consent of all necessary abutters to the City's vacation and sale of the Sale Property to Developer.

F. 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.

G. 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.

H. The City has determined that (i) the Sale Property is not needed for transportation or any other municipal purpose and the sale of the Sale Property will not be detrimental to the public interest; (ii) upon the recommendation of the City's Department of Community and Economic Development ("**DCED**"), the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents; (iii) the Project is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and (iv) it is in the best interest of the City to eliminate competitive bidding in connection with the City's vacation and sale of the Sale Property because Developer owns all real property that abuts the Sale Property, Developer has obtained the consent of all necessary abutters to the City's vacation and sale of the Sale Property, and as a practical matter no one other than an abutting property owner would have any use for the Sale Property.

I. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's vacation and sale of the Sale Property to Developer at its meeting on _____, 2025.

J. Execution of this Agreement on behalf of the City has been authorized by Ordinance No. _____-2025, passed by City Council on _____, 2025.

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 Sale Property to Developer, and Developer hereby agrees to purchase the Sale Property from the City, for the Purchase Price. Developer acknowledges that it is familiar with the condition of the Sale Property, and, at Closing (as defined below), the City shall convey the Sale Property to Developer in "as is" condition. The City makes no representations or warranties to Developer with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Developer for any defects, adverse environmental condition, or any other matters affecting the Sale 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. 106-2024 (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 Sale Property as set forth in a commitment of title insurance obtained by Developer and in an ALTA property survey of the Sale 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 provided to the City a detailed and updated scope and budget for the Project.
- (vi) ***Consolidation Plat; Vacation Plat:*** Prior to Closing and at no cost to the City, Developer shall conduct all necessary surveying work and prepare (i) a consolidation plat and legal description for the Property, which shall consolidate all

parcels comprising the Property, and (ii) a vacation plat and legal description for the Sale Property. Developer shall submit the consolidation plat and vacation plat to the City for review and approval (the City-approved consolidation plat and vacation plat are individually referred to herein, respectively, as the “**Consolidation Plat**” and the “**Vacation Plat**” and collectively referred to herein as the “**Plats**”). DCED and Developer shall work collaboratively to secure all appropriate Office of the County Engineer, Hamilton County, Ohio and Office of the County Auditor, Hamilton County, Ohio approvals of the Plats, in accordance with applicable law and regulation. Prior to Closing and at no cost to the City, Developer shall provide to the City recordable versions of the Plats and any other related necessary documentation required by the City and shall pay for all other fees and expenses associated with the approval and recording of such Plats.

- (vii) *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.
- (viii) *Building Permit and Zoning Approvals:* Developer shall have secured all zoning and permitting approvals necessary to construct the Project.
- (ix) *Construction Schedule:* Developer shall have provided the proposed construction schedule for the Project.
- (x) *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**”).
- (xi) *Coordinated Report Conditions:* Developer shall have satisfied the conditions set forth in the City’s Coordinated Report No. 106-2024, which conditions are summarized in Section 11 below.
- (xii) *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.
- (xiii) *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.
- (xiv) *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 Sale 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 Sale Property. Developer shall promptly repair any damage to the Sale 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 Sale 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 September 30, 2025, 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 Sale Property by Developer and the sale and conveyance of the Sale Property by the City to Developer (the "**Closing**") shall take place on September 1, 2025, or such earlier or later date upon which the parties mutually agree.

(F) Closing Costs and Closing Documents. At the Closing, (i) Developer shall pay the Purchase Price in full, (ii) the City shall convey all of its right, title, and interest in and to the Sale Property to Developer by Quitclaim Deed substantially in the form of Exhibit C (Form of Quitclaim Deed) hereto (the "**Deed**"), and (iii) immediately following the recording of the Deed, Developer shall record in the Hamilton County Recorder's Office (a) a Restrictive Covenant substantially in the form of Exhibit D (Form of Restrictive Covenant) hereto (the "**Restrictive Covenant**"), which memorializes the Right of First Refusal, as more particularly described therein and in Section 2(l) below, and (b) the Consolidation Plat. Developer shall pay all conveyance fees, recording fees, title exam fees, title insurance premiums, settlement fees, and any and all other 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 Cincinnati Municipal Code Section 301-20, 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.

(l) **Right of First Refusal.** If Developer receives a bona fide offer to purchase the Property from an unaffiliated third party that Developer desires to accept, Developer shall first offer to sell the Property to the City, and the City shall have a right of first refusal to purchase the Property from Developer prior to any such sale for the same purchase price being offered by such other party, which right shall be reflected in the Restrictive Covenant (the "**Right of First Refusal**"). At such time as the City declines to exercise the Right of First Refusal (or is deemed to have declined to exercise such Right of First Refusal), at the closing of the sale of the Property, the City shall execute a recordable release of the Restrictive Covenant to clear the title to the Property from that encumbrance, and such release is to be recorded at Developer's sole expense. The City shall have 120 days from the date of its receipt of such offer from Developer to exercise or decline to accept such Right of First Refusal, time being of the essence. The City's failure to provide written notice of the exercise of such Right of First Refusal within such 120 days shall be irrevocably deemed as the City's election to decline to exercise such right. Notwithstanding the foregoing, Developer shall have the right to transfer title to the Property to any parent, subsidiary or affiliate entity of Developer (with prior written notice to the City) without activating the Right of First Refusal, provided that in the event of such a conveyance the Right of First Refusal shall remain in effect with respect to a subsequent conveyance of the Property.

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 January 1, 2026 (the "**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 July 31, 2026 (the "**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 Commencement Date and the 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, if (i) the Consolidation has not occurred by the Consolidation Date or (ii) Construction Commencement has not occurred by the Commencement Date (each, a "**Failure**"), then the City shall have the option, in the City's sole and absolute discretion, to repurchase the Sale 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 Failure and prior to the earlier of (x) the date of actual Consolidation and (y) the date of actual Construction Commencement. 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 Sale Property from Developer to the City: (i) Developer shall re-convey marketable title to the Sale 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 earlier of (x) the date of actual Construction Commencement and (y) the date of actual Construction Commencement, the City shall no longer have the

right to exercise the Repurchase Option, 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) 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.

(D) 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 E (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.

(E) 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.

(F) 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.

(G) 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.

(H) 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.

(I) 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:

American Craft Brewery LLC
1625 Central Parkway
Cincinnati, Ohio 45214

With a copy to:

Dinsmore & Shohl LLP
255 E. Fifth Street
Suite 1900
Cincinnati, Ohio 45202
Attn: Charles E. Baverman III, Esq.

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 Commonwealth of Massachusetts, 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 Commonwealth of Massachusetts and 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. 106-2024 (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 comply with all requirements of DOTE pertaining to the Property, including, without limitation (a) closing off Bauman Street at Findlay Street and Livingston Street with a curb sidewalk; (b) obtaining a DOTE street opening permit for all private improvements in the public rights-of-way and building all improvements in the public rights-of-way to the City's standards, policies, and guidelines; and (c) palleting, plastic wrapping and delivering to the DOTE Millcreek Storage Yard any historic materials in Bauman Street or Eve Alley, including without limitation granite curb and clay pavers, in each case at no cost to the City, as more particularly described in the Coordinated Report.

(B) Metropolitan Sewer District of Greater Cincinnati ("MSD"). 30' wide minimum permanent sewer easements will be necessary for existing combined/sanitary sewers. The permanent sewer easements will be necessary for access, operations, and maintenance to the existing combined/sanitary sewers and manholes. Note, an additional 3' on either side of the permanent easements will be required, along with other MSD easement restrictions, as outlined per MSD Rules and Regulations Section 207. No structure can interfere with the access to a public sewer or can exert loading upon a public sewer per MSD Rules and Regulations Section 206. A change in existing topography or proposed site plan submittal may necessitate a revision to the minimum width requirement.

(C) Storm Management Utility ("SMU"). Developer shall comply with all requirements of SMU pertaining to the sewer system for the Property, including, without limitation, the maintenance or abandonment of the system, at no cost to the City, as more particularly described in the Coordinated Report.

(D) Greater Cincinnati Water Works ("GCWW"). Developer shall comply with all requirements of GCWW pertaining to water service for the Property, including, without limitation, the disconnection and abandonment of any water mains or branches no longer needed, at no cost to the City, as more particularly described in the Coordinated Report.

(E) Planning and Engagement. Developer shall execute and record the Restrictive Covenant, in accordance with Section 2(F) of this Agreement.

(F) Cincinnati Bell/Altafiber. The existing underground telephone facilities must remain in place, in service, and able to be accessed. Any damage done to the facilities, or any work done to relocate the facilities as a result of this condition, will be performed by Developer at Developer's sole expense.

(G) B&I. Developer shall engage in, and comply with all recommendations from, a Coordinated Site Review process.

12. **Exhibits.** The following exhibits are attached hereto and made a part hereof:
Exhibit A-1 – *Site Plan*
Exhibit A-2 – *Legal Description of Sale Property*
Exhibit A-3 – *Legal Description of Developer's Property*
Exhibit B – *Statement of Work, Budget, and Sources of Funds*
Exhibit C – *Form of Quitclaim Deed*
Exhibit D – *Form of Restrictive Covenant*
Exhibit E – *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

By: _____
Sheryl M. M. Long, City Manager

Date: _____, 2025

AMERICAN CRAFT BREWERY LLC,
a Massachusetts limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2025

Authorized by resolution dated _____.

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

Exhibit A-1
to Property Sale and Development Agreement
Site Plan



Exhibit A-2
to Property Sale and Development Agreement

Legal Description of Sale Property

A portion of Eve Alley and all of Bauman Street:

Situate in Section 19, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, being part of Mc Lean Vattier & Reader Subdivision as recorded in Deed Book 65, Page 125 of the Hamilton County Recorder's Office and being more particularly described as follows:

BEGINNING at a set cross notch at the intersection of the east right of way line of Bauman Street and the south right of way line of Findlay Street;

Thence along said east right of way line of Bauman Street, South 06°11'38" West, 176.00 feet to the intersection of the the north right of way line of Livingston Street and said east right of way line of Bauman Street, said point being witnessed by a set cross notch at South 06°11' 38" West, 3.00 feet and a set cross notch at North 83°57'06" West, 3.00 feet;

Thence North 83°57'06" West, 25.00 feet to a set cross notch at the intersection of the north right of way line of said Livingston Street and the west right of way line of said Bauman Street;

Thence along the west right of way line of Bauman Street, North 06°11'38" East, 71.00 feet to a set cross notch at the intersection of the said west line of Bauman Street and the south right of way line of Eve Alley;

Thence along the south right of way line of Eve Alley, North 83°57'06" 189.00 Feet to a set MAG nail;

Thence North 06°11'38" East, 10.00 feet to a set MAG nail in the north right of way line of Eve Alley;

Thence along the north right of way line of Eve Alley, South 83°57'06" East, 189.00 feet to a set cross notch at the intersection of said north line of Eve Alley and the aforementioned west right of way line of Bauman Street;

Thence along said west line of Bauman Street, North 06°11'38" East, 95.00 feet to the intersection of the said west line of Bauman Street and the aforementioned south right of way line of Findlay Street;

Thence South 83°57'06" East, 25.00 feet to the **POINT OF BEGINNING.**

CONTAINING 0.1444 ACRES. Together with and subject to all easements of record.

[Legal Description of Sale Property Continues on the Following Page]

A portion of Snyder Alley:

Situate in Section 19, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, being part of David E. Wades Estate as recorded in Deed Book 117, Page 120 and being more particularly described as follows:

BEGINNING at a set iron pin at the intersection of the east right of way line of Snyder Alley and the south right of way line of Findlay Street;

Thence along said east right of way line of Snyder Alley, South 09°41'15" East, 31.17 feet to a set iron pin to the southerly terminus of Snyder Alley;

Thence along the southerly terminus of Snyder Alley, North 83°57'06" West, 10.39 feet to a set iron pin in the west right of way line of Snyder Alley;

Thence along said west right of way line of Snyder Alley, North 09°41'15" West, 31.17 feet to a set iron pin at the intersection of the aforementioned south right of way line of Findlay Street and the said west right of way line of Snyder Alley;

Thence South 83°57'06" East, 10.39 feet to the **POINT OF BEGINNING**.

CONTAINING 0.0072 ACRES. Together with and subject to all easements of record.

Exhibit A-3
to Property Sale and Development Agreement

Legal Description of Developer's Property

Parcel 1:

Property Address: 517 Findlay Street, Cincinnati, Ohio 45214
Auditor's Parcel No.: 133-0006-0015-00

PARCEL NOS. 133-0006-0015 THRU 0017, 0027 THRU 0038 AND 0308 CONS.:

PARCEL NO. 1. Lot No. Thirteen (13) in Square "U" of Plat "C" of the Commissioners Subdivision of David E. Wade's Estate; fronting fifty (50) feet on the north side of Livingston Street, between John and Linn Streets, and being eighty-eight (88) feet in depth, a plat of which Subdivision is recorded in Book No. 117, page 120 of the records of Hamilton County, Ohio.

Also known and designated as Lot No. Two (2) in Square "U" of Wade's Subdivision as recorded in Book 117, page 120, of said Hamilton County, Ohio records, commencing at a point on the south side of Findlay Street, one hundred and fifty-eight (158) feet west from John Street; thence westerly along the south side of Findlay Street fifty (50) feet and from these two points extending back southwardly between parallel lines, the same width in rear as in front, eighty-seven (87) feet.

PARCEL NO. 2. Being all of a certain lot or parcel of land known as Lot No. 4, Square "U", upon Plat C, of the Subdivision of the real estate of David E. Wade, deceased, said lot fronting twenty (20) feet upon the west side of John Street and extending westwardly with the south line of Findlay Street, one hundred (100) feet more or less to an alley, and being situated upon the southwest corner of Findlay Street and John Street aforesaid.

PARCEL NO. 3. Lots Numbers Five (5), Six (6) and Seven (7) of Square "U", Wade, Dudley & Ludlow's Subdivision as shown on Plat C of the Subdivision of D. C. Wade, deceased, recorded in Deed Book 117, page 120, Hamilton County, Ohio records; each of said lots fronting twenty-six (26) feet on the westerly side of John Street and running westwardly to a ten foot alley;

PARCEL NO. 4. Situated in the City of Cincinnati, County of Hamilton, State of Ohio, being a part of Lot No. 3 in Square "U" in Plat "C" of the Estate of David E. Wade, deceased, per Trustees, recorded in Deed Book 117, page 120, Hamilton County, Ohio, records, lying on the south side of Findlay Street between Linn and John Streets, beginning at the southwest corner of a ten and one-half (10-1/2) foot alley and Findlay Street, which said alley is laid off parallel to and one hundred (100) feet west of John Street; thence west on the south side of Findlay Street Twenty (20) feet; thence south at right angles to Findlay Street eighty-eight (88) feet; thence east in a line parallel to Findlay Street to the ten and one-half (10-1/2) foot alley; thence north with the west line of said alley to the place of beginning.

[Legal Description of Developer's Property Continues on the Following Page]

Parcel 1 (continued):

PARCEL NO. 5. Situated on a lot being part of Lot No. 3 in Wade, Dudley & Ludlow's Subdivision of Square U, Plat C, lying on the south side of Findlay Street and commencing at a point 20 feet from a 10-1/2 foot alley, which alley is laid off parallel to and one hundred (100) feet distant from John Street; thence west twenty-eight (28) feet on Findlay Street; thence South at right angles to Findlay Street eighty-eight (88) feet; thence East on a line parallel to Findlay Street twenty-eight (28) feet; thence North on a line at right angles to Findlay Street eight-eight (88) feet to the place of beginning, being a lot 28 x 88 ft., more or less, in depth.

PARCEL NO. 6. Situated in the City of Cincinnati, Hamilton County, Ohio, and more particularly described as follows:

Being Lots Nos. 8, 9 and 10 in Square "U" of Plat "C" of the lands of David E. Wade, deceased, as laid out and subdivided by George O. Torrence, Henry B. Funk and Peyton S. Symmes cons. under the will of said Wade to appraise and partition said lands among said Wade's heirs as fully appears from their return in file in the office of the Clerk of Court of Common Pleas of said county and of record in the recorder's office of said County in Book 117, page 120, and more particularly described as follows:

Commencing at the northwest corner of John and Livingston Streets, thence in a northwestwardly direction along the west line of John Street, a distance of eighty-five (85) feet to a point; thence southwestwardly along the north line of Lot 8 a distance of one hundred (100) feet, more or less, to a ten and one-half (10-1/2) foot alley; thence southeastwardly along the West line of said Lots Nos. 8, 9 and 10 to a point in the north line of Livingston Street; thence eastwardly along the North line of Livingston Street, a distance of one hundred (100) feet to the northwest corner of John and Livingston Street, to the place of beginning.

PARCEL NO. 7. Being all that certain tract or parcel of ground in the City of Cincinnati, County of Hamilton and State of Ohio, known and numbered as Lot No. 11 on Square U, Plat C, Wade & Dudley's Subdivision, being 48 feet in front on the North side of Livingston Street by 88 feet in depth on the West line and being narrower in rear than in front, Recorded in D. B. 117-P. 120 R. O.

PARCEL NO. 8. Being all that certain tract or parcel of ground in the City of Cincinnati, Hamilton County, Ohio, and being all of Lot No. 12 of Square U, Plat C, of Wade & Dudley's Subdivision; said lot fronting 50 feet on the North side of Livingston Street and running back northwardly, between parallel lines 88 feet to the full depth of said lot as laid down on said plat, Recorded in D. B. 117, P. 120 R. O.

[Legal Description of Developer's Property Continues on the Following Page]

Parcel 1 (continued):

PARCEL NO. 9 . Situate in Section 19, Town 3, Fractional Range 2, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

Beginning at the point of intersection of the easterly line of Snyder Alley, with the northerly line of Livingston Street, said point being the southwesterly corner of Lot No. 10 of David E. Wade, Ambrose Dudley and Israel Ludlow Subdivision as recorded in Deed Book 99, page 146, Deed Book 117, page 120, and Deed Book 52, page 124, all of the Hamilton County, Ohio, records, said point also lying 100.00 feet west of the westerly line of John Street as measured along the northerly line of Livingston Street; thence along the northerly line of Livingston Street, South $85^{\circ} 01'$ West, 10.91 feet to the westerly line of Snyder Alley; thence along the westerly line of Snyder Alley, North $20^{\circ} 44'$ West, 151.69 feet to a cross notch at a point thirty feet (30') south of Findlay Street as measured perpendicularly thereto; thence parallel to and thirty feet (30') southwardly from the southerly line of Findlay Street, North $85^{\circ} 01'$ East, 10.91 feet to the easterly line of Snyder Alley; thence along the easterly line of Snyder Alley, South $20^{\circ} 44'$ East, 151.69 feet to the place of beginning.

[Legal Description of Developer's Property Continues on the Following Page]

Parcel 2:

Property Address: 519 Findlay Street, Cincinnati, Ohio 45214
Auditor's Parcel No.: 133-0006-0014-00

PARCEL NOS. 133-0006-0014 AND 0026 CONS.:

Situate in the City of Cincinnati, Hamilton County, Ohio, to-wit:

The east Twenty (20) feet of Lot 1, Square U of Wade and Dudley's Subdivision, Plat C, recorded in Deed Book 117, Page 120, Recorder's office. Beginning at a point in the south side of Findlay Street, Thirty (30) feet east of Bauman Street; thence east along Findlay Street, Twenty (20) feet to the northeast corner of said Lot 1; thence southwardly along the east line of said lot, Eighty-eight (88) feet to the southeast corner of said lot; thence westwardly with the south line of said lot twenty (20) feet to a point, which point is thirty (30) feet east of Bauman Street; thence northwardly parallel with the east line of said Lot 1, eighty-eight (88) feet to the south line of Findlay Street, the place and point of beginning.

and

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

Being Lot Number Fourteen (14) in Block "U" of Wade and Dudley's Subdivision, platted in Deed Book No. 117, Page 120; said lot being fifty (50) feet front on the north side of Livingston Street by eighty-eight (88) feet in depth.

Parcel 3:

Property Address: 521 Findlay Street, Cincinnati, Ohio 45214
Auditor's Parcel No.: 133-0006-0013-00

Situated in the City of Cincinnati, Hamilton County, State of Ohio and being part of Lot 1 of Block "U" of Wade Dudley and Ludlow's Subdivision, to-wit:

Beginning at the northwesterly corner of Lot 1, being the intersection of Findlay and Bauman Streets; thence southwardly with the east line of Bauman Street and the west line of Lot 1, eighty-eight (88) feet to the southwesterly corner of said lot; thence eastwardly with the southerly line of Lot 1 and parallel with Findlay Street, thirty (30) feet to a point; thence northwardly on a line parallel with the easterly line of Bauman Street, eighty-eight (88) feet to the southerly line of Findlay Street; thence westwardly with the southerly line of Findlay Street, thirty (30) feet to the point of beginning.

[Legal Description of Developer's Property Continues on the Following Page]

Parcels 4 & 5:

Property Addresses: 545 Findlay Street, Cincinnati, Ohio 45214
528 Livingston Street, Cincinnati, Ohio 45214

Auditor's Parcel Nos.: 133-0006-0005-00
133-0006-0021-00

PARCEL NOS. 5 THRU 12, AND 21 THRU 25:

Situated in the City of Cincinnati, County of Hamilton, and State of Ohio, in McLean, Vattier and Reeder's Subd., in said City; beginning at the northwest corner of Bell and Livingston Sts.; running thence northwardly along the west line of Bell St., 70 feet to an alley; thence westwardly along the south line of said alley, 40 feet to a point; thence southwardly on a line parallel to Bell St., 70 feet to the north line of Livingston St., thence eastwardly along the north line of said Livingston St. 40 feet to Bell St., and the place of beginning, and being parts of Lots Nos. 16, 17, and 18 of the above mentioned Subd. ALSO the following described real estate, Situate in the City of Cincinnati, County of Hamilton, State of Ohio in McLean, Vattier and Reeder's Subd. of said City. Beginning at a point on the North side of Livingston St., 89 feet east of the northeast corner of Linn St.; thence running east parallel with Livingston St. 120 Feet; thence north parallel with Linn St., 70 feet more or less, to an alley thence west on the line of the alley 120 feet; thence south parallel with Linn St., 70 feet more or less, to the place of beginning. ALSO the following described real estate with the improvements therein, viz: Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and being all of that lot of ground commencing at a point on the north side of Livingston St., (as evidenced) 40 feet west of Bell St.; thence west along the north side of Livingston St., 38 feet; more or less, to the east side of a Lot sold by Thos. McDougal assignee to John H. Frohmiller and being the west line of a lot sold to Ernst Segullling by said Thos. McDougal assignee; thence north along said west line 70 feet to an alley; thence east 38 feet, more or less, to a point 40 feet west of Bell St. and thence south 70 feet to Livingston St., the place of beginning and being part of Square T in Wade, Dudley and Ludlows Subd., being a part of Lots No. 12, 13, 14, 16, 17 and 18 aforementioned Subd. ALSO the following described real estate: All of Lot number 11 in McLean, Vattier and Reeder's Subd. as recorded in deed book number 65 page 125 of the Hamilton County, Ohio records; said lot fronts 39 feet on the south side of Findlay St., formerly Maple St. and extends back southwardly along the west line of Baltimore St. 95 feet, more or less, to an alley. ALSO the following described real estate: All that certain lot or parcel of ground in the City of Cincinnati, in the County of Hamilton, and State of Ohio, known and described as Lot number 10 in McLean, Vattier and Reeder's Subd. of Block T as laid out by Wade, Dudley and Ludlow north of the corporation line in said City of Cincinnati; said lot being 25 feet in front of Findlay (formerly Maple) St. and extending back 95 feet to an alley and being the same width in rear as in front. ALSO the following described real estate: Situate in the City of Cincinnati, Hamilton County, Ohio and being the easterly ½ of Lot 9 of McLean, Vattier and Reeder's Subd. as shown on plat recorded in Deed Book 65, page 125,

[Legal Description of Developer's Property Continues on the Following Page]

Parcels 4 & 5 (continued):

Deed Records, Hamilton County, Ohio. Said premises front 12 ½ feet on the south side of Findlay St. and extend southwardly between parallel lines 95 feet to the north line of Eve Alley. ALSO the following described real estate: Situate in the City of Cincinnati, Hamilton County, Ohio, and being the westerly half of Lot 9 of McLean, Vattier and Reeder's Subd. of Block T. of Wade, Dudley's and Ludlow Subd. as shown on plat recorded in Deed Book 133, page 6, Deed Records, Hamilton County, Ohio. ALSO the following described real estate: Situate in the City of Cincinnati, Hamilton County, Ohio and being Lot number 8 of Block T of McLean, Vattier, and Reeder's Subd., as shown on plat recorded in Deed Book 65, page 125 of the Deed Records of Hamilton County, Ohio. ALSO the following described real estate: Situate in the City of Cincinnati, County of Hamilton, State of Ohio, and being more particularly described as Lot No. 7 of McLean, Vattier and Reeder's Subd. of Block T of Wade, Dudley and Ludlow's Plat C recorded in Deed Book 65, page 125 Recorder's Office of Hamilton County, Ohio; fronting 25 feet on the south side of Findlay St. and extending back 95 feet to an alley. ALSO the following described real estate: Situate in the City of Cincinnati, County of Hamilton and State of Ohio and being known, numbered and designated as Lot Number 6 of McLean, Vattier and Reeder's Subd. recorded in Deed Book 65, page 125 and Deed Book 52, page 124, Hamilton County, Ohio, Recorder's Office. The property herein conveyed is known as 541 Findlay Street. ALSO the following described real estate: Situate in the City of Cincinnati, Hamilton County, Ohio, being Lot No. 5 of McLean, Vattier & Reeder's Subd., Block T, as shown on plat recorded in Deed Book 65, page 125 Deed Records, Hamilton County, Ohio. Said premises front 25 feet on the south side of Findlay St. measured eastwardly from the southeast corner of Linn and Findlay Sts. And extend southwardly between parallel lines a depth of 95 feet to Eve Alley.

Exhibit B
to Property Sale and Development Agreement
Statement of Work, Budget, and Sources of Funds

I. STATEMENT OF WORK

Developer shall construct a truck staging area on the Property to support Developer's main production brewery located at 1635 Central Parkway, which construction shall include, without limitation: demolition of existing structures, paving of the consolidated lots, and installation of appropriate drainage and water retention systems, perimeter fencing, and lighting, as itemized and further described below.

II. BUDGET

Category	Subtotal
Acquisition of Developer's Property	\$4,000,000
Acquisition of Sale Property	\$9,400
Design, Engineering	\$300,245
Survey, Phase I & II Environmental Site Assessments	\$71,100
General Conditions and Expenses	\$180,160
Demolition	\$262,500
Site Work: Paving, Fencing, Concrete	\$1,393,330
Additional Concrete/Asphalt	\$485,000
Storm Water	\$439,252
Security	\$185,000
Electrical/Lighting	\$151,156
Total	\$7,477,143

Commented [MH1]: Please confirm these updated categories accurately describe the acquisition costs.

III. SOURCES OF FUNDS

Source	Subtotal
Developer's Equity	\$7,477,143
Total	\$7,477,143

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 **AMERICAN CRAFT BREWERY LLC**, a Massachusetts limited liability company d/b/a Samuel Adams Cincinnati Brewery, whose mailing address is 1625 Central Parkway, Cincinnati, Ohio 45214 ("**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) and depicted on Exhibit B (Vacation Plat) hereto (the "**Property**");

Property Address: Approximately 0.1516 acres of real property formerly designated as public rights-of-way, commonly known as portions of Eve Alley and Snyder Alley and all of Bauman Street in Cincinnati, Ohio 45214

Auditor's Parcel No.: None (former rights-of-way)

Prior Instrument Reference: None (former rights-of-way)

This conveyance was authorized by Ordinance No. __-2025, passed by Cincinnati City Council on ____, 2025. Pursuant to Ohio Revised Code Chapter 723 and said Ordinance, the Property is hereby vacated as public rights-of-way by the City.

(A) Creation of Utility Easements. The conveyance of the Property is subject to R.C. Section 723.041 so that any affected public utility shall be deemed to have a permanent easement in the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities. Following the relocation of any City-owned or operated public utilities in the Property to the satisfaction of the affected City-owned public utility, upon Grantee's request, the City agrees to execute and deliver to Grantee a recordable release, for recording in the Hamilton County Recorder's Office, at Grantee's cost.

(B) Permanent Sewer Easements and Restrictions in favor of the City of Cincinnati. The conveyance of the Property is subject to the following easements:

The City hereby reserves and creates permanent, non-exclusive 30-foot wide utility easements centered on the centerlines of existing combined sewer lines, facilities, equipment, and appurtenances for the operation, maintenance, repair, reconstruction, removal, or replacement of said existing sewer lines, facilities, equipment, and all appurtenances located within the easement areas, including the right to enter upon the real property abutting the Property to access the sewer easements.

No structure of any kind which can interfere with access to said public sewers shall be placed in or upon the sewer easement areas, excepting items such as recreational surfaces, paved areas for parking lots, driveways, or other surfaces used for ingress and egress, plants, trees, shrubbery, fences, landscaping, or other similar items, being natural or artificial. Any of the aforesaid surfaces, paved areas, plants, trees, shrubbery, fences, landscaping, or other similar items which may be placed upon the sewer easement areas shall be so placed at the sole expense of Grantee, its successor, or assigns, and the City, its successors, or assigns shall not be responsible to Grantee, its successors or assigns, for the condition, damage to, or replacement of any such aforesaid items, or any other items placed upon the sewer easement areas, resulting from the existence or use of the sewer easements by the City, its successors or assigns.

Any structure constructed on the Property after the date of acknowledgment herein shall be kept not less than 3 feet outside the sewer easement line nearest the site of the proposed structure.

Any deviation from the aforesaid restrictions shall be petitioned to the City by written request. Each such request shall be considered on an individual basis.

(C) Repurchase Option. The City and Grantee are parties to a Property Sale and Development Agreement dated ____, 2025 (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) the Consolidation has not occurred by the Consolidation Date or (ii) Construction Commencement has not occurred by the Commencement Date, 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 Consolidation Date and prior to the earlier of (x) the date of actual Consolidation and (y) the date of actual Construction Commencement. 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 earlier of (x) the date of actual Consolidation and (y) the date of actual Construction Commencement, the City shall no longer have the right to exercise the Repurchase Option, 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.

[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 _____, 2025 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

[TO BE INSERTED]

Vacation Plat

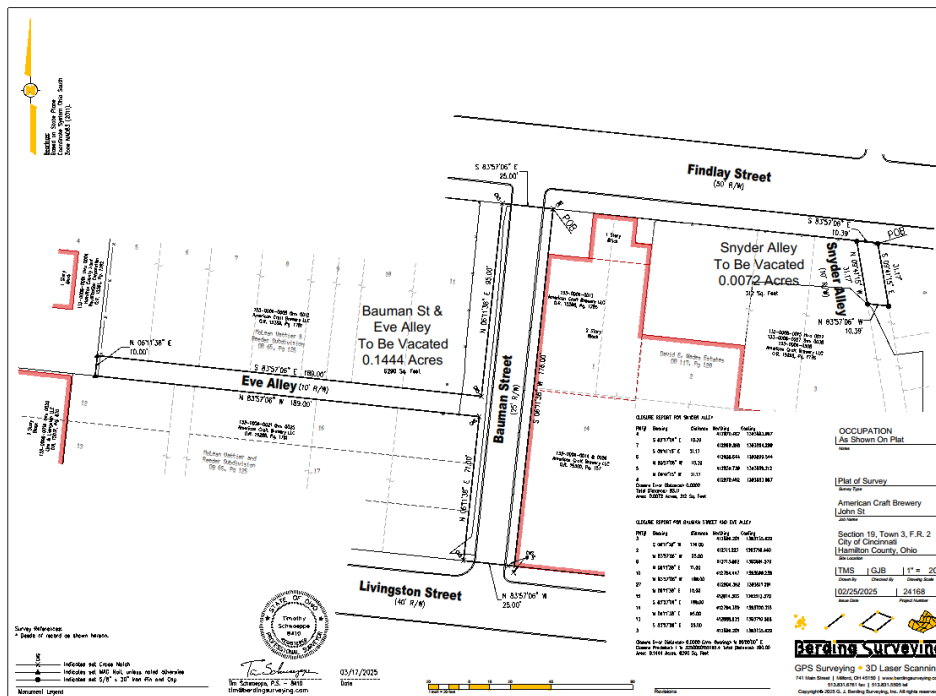


Exhibit D
to Property Sale and Development Agreement
Form of Restrictive Covenant

[SEE ATTACHED]

[SPACE ABOVE FOR RECORDER'S USE]

RESTRICTIVE COVENANT
(Right of First Refusal)

THIS RESTRICTIVE COVENANT (this "**Covenant**") is made this ____ day of _____, 2025, by AMERICAN CRAFT BREWERY LLC, a Massachusetts limited liability company d/b/a Samuel Adams Cincinnati Brewery, whose mailing address is 1625 Central Parkway, Cincinnati, Ohio 45214 ("**Developer**"), for the benefit of the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**").

Recitals:

A. Developer owns the real property located at 517, 519, 521 and 545 Findlay Street, and 528 Livingston Street, Cincinnati, Ohio 45214, as more particularly described on Exhibit A (Legal Description – Original Property) hereto (the "**Original Property**").

B. By virtue of a *Quitclaim Deed* recorded on _____, 2025 in Official Record _____, Page _____, Hamilton County, Ohio Records, Developer owns approximately 0.1516 acres of real property formerly designated as public rights-of-way, commonly known as portions of Eve Alley and Snyder Alley and all of Bauman Street, as more particularly described on Exhibit B (Legal Description – ROW Property) hereto (the "**ROW Property**") and, together with the Original Property, the "**Property**").

C. The City and Developer have entered into that certain *Property Sale and Development Agreement* dated _____, 2025 (as the same may hereafter be amended, restated, or replaced from time to time, the "**Agreement**"), whereby the City agreed to vacate and sell the ROW Property to Developer to facilitate the construction of a truck staging area on the Property by Developer. Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement.

D. As a condition of the City's vacation and sale of the ROW Property, Developer agreed to execute and record this Covenant to grant the City a right of first refusal to purchase the Property.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby declare that the Property is and shall be subject to the provisions of this Covenant as set forth below.

1. City's Right of First Refusal (Sale). Developer grants the City a right of first refusal to purchase the Property (the "**ROFR**"), as more particularly described as follows. If Developer receives a bona fide offer to purchase the Property or any portion thereof, which offer Developer desires to accept (an "**Offer**"), Developer shall provide a copy of the Offer to the City. The City shall have 120 days after its receipt of the Offer, time being of the essence, to exercise the ROFR by notifying Developer thereof in writing that it will purchase such property as described and at the price set forth in the Offer. If the City does not exercise the ROFR within such 120-day period, Developer shall be free to sell the property described in the Offer to the party who submitted the Offer, at the price and upon the other terms set forth in the Offer, whereupon

the City's ROFR with respect to such property shall forever terminate (and, at Developer's request, the City shall promptly execute and deliver a recordable release evidencing the termination of the ROFR). If the City timely exercises the ROFR, then, at closing (which shall not be sooner than 30 days or later than 90 days after the City exercises the ROFR), Developer shall convey the property described in the Offer to the City free and clear of all mortgages, security interests, liens, leases, and other encumbrances (except that customary utility easements shall be permitted) and the City shall pay the purchase price listed in the Offer (subject to any other terms and conditions that may be agreed upon by the parties). If the City is not satisfied with Developer's title to the property described in the Offer, the City's sole remedy shall be to rescind the City's exercise of the ROFR.

2. Affiliate Transfers. Notwithstanding anything herein to the contrary, Developer shall have the right to transfer title to the Property to any parent, subsidiary or affiliate entity of Developer (with prior written notice to the City) without activating the ROFR, provided that in the event of such a conveyance the ROFR shall remain in effect with respect to a subsequent conveyance of the Property.

3. Enforcement of the Covenants. The City is the beneficiary of this Covenant. The rights and remedies of the City are cumulative, and each and every provision of this Covenant shall apply to and be enforceable by an action at law or equity instituted by the City against Developer. Any failure of the City to enforce any provision of this Covenant shall not be deemed a waiver of the City's right to do so thereafter. This Covenant shall not be amended, released, extinguished, or otherwise modified without the prior written consent of the City, which consent may be withheld in its sole and absolute discretion.

4. Covenants to Run with the Land. Developer intends, declares, and covenants on behalf of itself and its successors and assigns that this Covenant and the provisions contained herein (a) shall be covenants running with the land and are binding upon Developer and its successors-in-title, (b) are not merely personal covenants of Developer, and (c) shall bind Developer and its successors and inure to the benefit of the City. Developer hereby agrees that any and all requirements of the laws of the State of Ohio to be satisfied in order for the provisions of this Covenant to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate or privity of contract are also deemed to be satisfied in full.

5. Severability. Each provision of this Covenant and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Covenant. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Covenant.

Remainder of this page intentionally left blank. Signatures follow.

Executed on the dates of acknowledgement set forth below.

AMERICAN CRAFT BREWERY LLC,
a Massachusetts limited liability company

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

 The foregoing instrument was acknowledged before me this _____ day of _____,
2025 by _____, the _____ of AMERICAN
CRAFT BREWERY LLC, a Massachusetts limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street
Cincinnati, Ohio 45202

Exhibit A
to Restrictive Covenant
Legal Description – Original Property

[TO BE INSERTED]

Exhibit B
to Restrictive Covenant
Legal Description – ROW Property

[TO BE INSERTED]

Exhibit E
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 Conferring 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 15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

(v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) 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

August 4, 2025

To: Members of the Budget and Finance Committee

202501557

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – OES: OKI Electric Vehicle Charging Grant

Attached is an Ordinance captioned:

ESTABLISHING new capital improvement program project account no. 980x104x261004, “EV Charging Rec Centers PID 122816 Grant,” to install electric vehicle charging stations at the Price Hill, Hartwell, and Madisonville Recreation Centers; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$998,238 from the Carbon Reduction Program through the Ohio-Kentucky-Indiana Regional Council of Governments (ALN 20.205), as administered by the Ohio Department of Transportation, to newly established capital improvement program project account no. 980x104x261004, “EV Charging Rec Centers PID 122816 Grant;” and **AUTHORIZING** the Director of Finance to deposit grant resources into capital improvement program project account no. 980x104x261004, “EV Charging Rec Centers PID 122816 Grant.”

Approval of this Ordinance accomplishes the following:

1. Establishes capital improvement program project no. 980x104x261004, “EV Charging Rec Centers PID 122816 Grant,” to install electric vehicle (EV) charging stations at the Price Hill, Hartwell, and Madisonville Recreation Centers;
2. Authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$998,238 from the Carbon Reduction Program through the Ohio-Kentucky-Indiana Regional Council of Governments (OKI), as administered by the Ohio Department of Transportation (ODOT), to the newly established project; and
3. Authorizes the Director of Finance to deposit grant resources into the newly established project.

The City applied for this grant on June 7, 2024, but no grant funds will be accepted without approval by the City Council. Acceptance of this grant requires no local matching funds, and no new FTEs/full time equivalents are associated with acceptance of this grant.

Installing electric vehicle charging infrastructure at recreation centers 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



ESTABLISHING new capital improvement program project account no. 980x104x261004, “EV Charging Rec Centers PID 122816 Grant,” to install electric vehicle charging stations at the Price Hill, Hartwell, and Madisonville Recreation Centers; **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to \$998,238 from the Carbon Reduction Program through the Ohio-Kentucky-Indiana Regional Council of Governments (ALN 20.205), as administered by the Ohio Department of Transportation, to newly established capital improvement program project account no. 980x104x261004, “EV Charging Rec Centers PID 122816 Grant;” and **AUTHORIZING** the Director of Finance to deposit grant resources into capital improvement program project account no. 980x104x261004, “EV Charging Rec Centers PID 122816 Grant.”

WHEREAS, the Ohio-Kentucky-Indiana Regional Council of Governments is offering grant resources via federal Carbon Reduction Program funding to install electric vehicle charging infrastructure; and

WHEREAS, the Price Hill, Hartwell, and Madisonville Recreation Centers are high-traffic areas and electric vehicle charging stations will greatly benefit the City, Recreation Center visitors, and Cincinnati residents; and

WHEREAS, the City applied for this grant on June 7, 2024, and the project was awarded \$998,238, 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, installing electric vehicle charging infrastructure at recreation centers 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 Director of Finance is authorized to establish new capital improvement program project account no. 980x104x261004, “EV Charging Rec Centers PID 122816 Grant,” to provide resources for the electric vehicle charging infrastructure at the Price Hill, Hartwell, and Madisonville Recreation Centers.

Section 2. That the City Manager is authorized to apply for, accept, and appropriate grant resources of up to \$998,238 from the Carbon Reduction Program funds awarded from the Ohio-Kentucky-Indiana Regional Council of Governments, as administered by the Ohio Department of Transportation (ALN 20.205), to newly established capital improvement program project account no. 980x104x261004, “EV Charging Rec Centers PID 122816 Grant.”

Section 3. That the Director of Finance is authorized to deposit grant resources into capital improvement program project account no. 980x104x261004, “EV Charging Rec Centers PID 122816 Grant.”

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

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

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

To: Members of the Budget and Finance Committee

202501558

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Parks: ODNR Urban Forestry Grant

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for a grant of up to \$100,000 from the Urban Forestry Grant program, awarded by the Ohio Department of Natural Resources (ALN 10.727), to provide resources to develop and implement an urban forestry management plan.

This Emergency Ordinance authorizes the City Manager to apply for a grant of up to \$100,000 from the Urban Forestry Grant program, awarded by the Ohio Department of Natural Resources (ODNR) (ALN 10.727), to provide resources to develop and implement an urban forestry management plan.

The Ohio Department of Natural Resources Urban Forestry Grant program is offering grant resources available from the United States Department of Agriculture (USDA) Forest Service of up to \$100,000. If awarded, the City may use grant resources to develop and implement a plan for Cincinnati's Urban Forestry Program.

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

Developing and implementing an urban forestry management plan is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment" and the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and the strategy to "[u]nite our communities" as described on pages 193 and 209-211 of Plan Cincinnati (2012).

The reason for the emergency is the need for Council approval to apply for the grant resources before the August 27, 2025 application deadline.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

JWF

-2025

AUTHORIZING the City Manager to apply for a grant of up to \$100,000 from the Urban Forestry Grant program, awarded by the Ohio Department of Natural Resources (ALN 10.727), to provide resources to develop and implement an urban forestry management plan.

WHEREAS, the Ohio Department of Natural Resources Urban Forestry Grant program is offering grant resources available from the U.S. Department of Agriculture Forest Service of up to \$100,000 which, if awarded, the City may use to develop and implement a plan for Cincinnati's Urban Forestry Program; and

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

WHEREAS, developing and implementing an urban forestry management plan is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment" and the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" and the strategy to "[u]nite our communities" as described on pages 193 and 209-211 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for a grant of up to \$100,000 from the Urban Forestry Grant program, awarded by the Ohio Department of Natural Resources (ALN 10.727), to provide resources to develop and implement an urban forestry management plan.

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 need for Council approval to apply for the grant resources before the August 27, 2025 application deadline.

Passed: _____, 2025

Attest: _____
Clerk

Aftab Pureval, Mayor

August 4, 2025

To: Members of the Budget and Finance Committee 202501548

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Police: FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$97,430 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2023 Edward Byrne Memorial Justice Assistance Grant Program (ALN 16.738), administered by the Office of Criminal Justice Services, to aid in reducing violent juvenile crime in Cincinnati; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 23JAGVCR.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$97,430 from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), FY 2023 Edward Byrne Memorial Justice Assistance Grant Program (ALN 16.738), administered by the Office of Criminal Justice Services (OCJS), to aid in reducing violent juvenile crime in Cincinnati. This Ordinance also authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 23JAGVCR.

The Cincinnati Police Department developed the Place-Based Investigations of Violent Offender Territories (PIVOT) program to reduce violence by identifying and disrupting offender networks in chronic hot spots through focused deterrence and place-based interventions.

The grant will provide resources to enhance PIVOT, with a focus on areas that are considered hot spots for juvenile-related violent crime, in an effort to reduce violence through targeted enforcement and intervention strategies.

Although Ordinance No. 0101-2025 authorized the City Manager to apply for this same funding through the FY 2025 State of Ohio Violent Crime Reduction Grant Program, the Office of Criminal Justice Services has instead decided to fund the project through the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program.

The City has already applied for the grant in accordance with Ordinance No. 0101-2025, but no grant funds will be accepted from the alternative funding source without approval by the City Council.

The FY 2023 Edward Byrne Memorial Justice Assistance Grant Program requires a local match, but the Office of Criminal Justice Services has advised that the Cincinnati Police Department file a request to waive the local match requirement. There are no new FTEs/full time equivalents associated with the grant.

Acceptance of this grant is accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-162 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$97,430 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2023 Edward Byrne Memorial Justice Assistance Grant Program (ALN 16.738), administered by the Office of Criminal Justice Services, to aid in reducing violent juvenile crime in Cincinnati; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 23JAGVCR.

WHEREAS, a grant of up to \$97,430 is available from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2023 Edward Byrne Memorial Justice Assistance Grant Program (ALN 16.738) (“FY23 JAG Grant”), administered by the Office of Criminal Justice Services, to aid in reducing violent juvenile crime in Cincinnati; and

WHEREAS, the Cincinnati Police Department developed the Place-Based Investigations of Violent Offender Territories (“PIVOT”) program to reduce violence by identifying and disrupting offender networks in chronic hot spots through focused deterrence and place-based interventions; and

WHEREAS, the FY23 JAG Grant will provide resources to enhance PIVOT, with a focus on areas that are considered hot spots for juvenile-related violent crime, in an effort to reduce violence through targeted enforcement and intervention strategies; and

WHEREAS, Ordinance No. 101-2025 authorized the City Manager to apply for this same funding through the FY 2025 State of Ohio Violent Crime Reduction Grant Program (“FY25 VCR Grant”), but the Office of Criminal Justice Services has instead decided to fund these programs through the FY23 JAG Grant; and

WHEREAS, the City’s application for the FY25 VCR Grant was administratively transferred to the FY23 JAG Grant, and therefore the City has already applied for this funding, but no grant funds will be accepted from this alternative funding source without approval by Council; and

WHEREAS, the FY23 JAG Grant has a 25 percent local match requirement of up to \$32,477, but based on guidance from the Office of Criminal Justice Services, the City has requested a waiver of this requirement to reflect the terms of the original FY25 VCR Grant, which did not require a local match; and

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

WHEREAS, reducing violent juvenile crime in Cincinnati is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-162 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$97,430 from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, FY 2023 Edward Byrne Memorial Justice Assistance Grant Program, administered by the Office of Criminal Justice Services, to aid in reducing violent juvenile crime in Cincinnati.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 23JAGVCR.

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

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

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk



August 4, 2025

To: Members of the Budget and Finance Committee

202501549

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Police: FY 2025 COPS Hiring Program Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$6,250,000 from the U.S. Department of Justice, Office of Community Oriented Policing Services (“COPS”), FY 2025 COPS Hiring Program (ALN 16.068) to hire up to fifty entry-level police officers; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25COPS.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$6,250,000 from the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (“COPS”), FY 2025 COPS Hiring Program (ALN 16.068) to hire up to fifty entry-level police officers. This Ordinance also authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25COPS.

The FY 2025 COPS Hiring Program grant is available through the U.S. Department of Justice, Office of Community Oriented Policing Services, to hire up to fifty entry-level police officers. The grant covers salary and fringe benefit expenses up to \$125,000 over three years per position.

An additional 50 FTEs will result from this grant. The COPS Hiring Program grant requires matching funds of up to \$10,066,100 depending on the exact amount of the grant award and the percentage of the local match. The local match will be provided by the Cincinnati Police Department (CPD) General Fund Operating Budget. CPD must retain all grant funded police officer positions for a minimum of twelve months following the 36-month grant funding period per position.

The grant application deadline was July 1, 2025, and the City has already applied for the grant, but no grant funds will be accepted without approval by the City Council.

Acceptance of this grant is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-162 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$6,250,000 from the U.S. Department of Justice, Office of Community Oriented Policing Services (“COPS”), FY 2025 COPS Hiring Program (ALN 16.068) to hire up to fifty entry-level police officers; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25COPS.

WHEREAS, a grant of up to \$6,250,000 is available from the U.S. Department of Justice, Office of Community Oriented Policing Services (“COPS”), FY 2025 COPS Hiring Program (ALN 16.068) to hire up to fifty entry-level police officers within the Cincinnati Police Department (“CPD”); and

WHEREAS, up to fifty additional FTEs/full time equivalents will result from this grant; and

WHEREAS, the COPS Hiring Program grant requires matching funds of up to \$10,066,100 depending upon the exact amount of the grant award and the percentage of local match, which will be provided through CPD’s General Fund Operating Budget; and

WHEREAS, the grant covers salary and fringe benefit expenses up to \$125,000 over three years per position; and

WHEREAS, CPD must retain each grant-funded police officer position for a minimum of twelve months following the 36-month grant funding period applicable to that position; and

WHEREAS, because the grant application deadline was July 1, 2025, the City has already applied for the grant, but no grant funds will be accepted without approval by Council; and

WHEREAS, hiring up to fifty additional entry-level police officers is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-162 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$6,250,000 from the U.S. Department of Justice, Office of Community Oriented Policing Services (“COPS”), FY 2025 COPS Hiring Program (ALN 16.068) to hire up to fifty entry-level police officers.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25COPS.

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

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

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

To: Members of the Budget and Finance Committee 202501554

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Police: FY 2023 Project Safe Neighborhoods (PSN) Grant**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$83,000 in FY 2023 Project Safe Neighborhoods funds from the U.S. Department of Justice, Bureau of Justice Assistance coordinated by the U.S. Attorney's Office, Southern District of Ohio, and administered by the Office of Criminal Justice Services (ALN 16.609), for the purchase and implementation of a deterrence and prevention-based curriculum to complement efforts to address juvenile violent crime; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 23PSN.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$83,000 in FY 2023 Project Safe Neighborhoods funds from the United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA) coordinated by the U.S. Attorney's Office, Southern District of Ohio, and administered by the Office of Criminal Justice Services (OCJS) (ALN 16.609), for the purchase and implementation of a deterrence and prevention-based curriculum to complement efforts to address juvenile violent crime. This Emergency Ordinance also authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 23PSN.

The Project Safe Neighborhoods initiative supports projects that lead to a sustained reduction in violent crime, including criminal gang activities and the felonious possession and use of firearms.

The grant application deadline was June 30, 2025, and the City applied for the grant prior to receiving City Council approval, but no funds will be accepted without City Council approval. The grant does not require matching funds, and no new FTEs/full time equivalents are associated with the grant.

Acceptance of this grant is in accordance with the "Live" goal to "[c]reate a more livable community" as described on pages 156-162 of Plan Cincinnati (2012).

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

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

AEP

- 2025

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$83,000 in FY 2023 Project Safe Neighborhoods funds from the U.S. Department of Justice, Bureau of Justice Assistance coordinated by the U.S. Attorney's Office, Southern District of Ohio, and administered by the Office of Criminal Justice Services (ALN 16.609), for the purchase and implementation of a deterrence and prevention-based curriculum to complement efforts to address juvenile violent crime; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 23PSN.

WHEREAS, the Project Safe Neighborhoods initiative supports projects that lead to a sustained reduction in violent crime, including criminal gang activities and the felonious possession and use of firearms; and

WHEREAS, a grant of up to \$83,000 in FY 2023 Project Safe Neighborhoods funds is available from the U.S. Department of Justice, Bureau of Justice Assistance coordinated by the U.S. Attorney's Office, Southern District of Ohio, and administered by the Office of Criminal Justice Services (ALN 16.609), for the purchase and implementation of a deterrence and prevention-based curriculum to complement efforts to address juvenile violent crime; and

WHEREAS, the grant application deadline was June 30, 2025, 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, supporting efforts to address juvenile violent crime is in accordance with the "Live" goal to "[c]reate a more livable community" as described on pages 156-162 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$83,000 in FY 2023 Project Safe Neighborhoods funds from the U.S. Department of Justice, Bureau of Justice Assistance coordinated by the U.S. Attorney's Office, Southern District of Ohio, and administered by the Office of Criminal Justice Services (ALN 16.609), for the purchase and implementation of a deterrence and prevention-based curriculum to complement efforts to address juvenile violent crime.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 23PSN.

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 immediate need to ensure the timely acceptance of grant funds.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

To: Members of the Budget and Finance Committee

202501555

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Police: FY 2025 Violence Against Women Act (VAWA) Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$60,000 from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY 2025 Violence Against Women Act Grant Program (ALN 16.588) to support the Domestic Violence Law Enforcement Advocate Project in collaboration with Women Helping Women; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25VAWA.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$60,000 from the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services (OCJS), FY 2025 Violence Against Women Act Grant Program (ALN 16.588) to support the Domestic Violence Law Enforcement Advocate Project (DVLEAP) in collaboration with Women Helping Women (WHW). This Ordinance also authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25VAWA.

The grant is available through the Ohio Department of Public Safety, Office of Criminal Justice Services to support the Domestic Violence Law Enforcement Advocate Project. DVLEAP is a collaboration between the Cincinnati Police Department and Women Helping Women. WHW provides crisis intervention services for victims of domestic violence throughout the police investigation and court process. If awarded, one hundred percent of the grant funding will be provided to WHW to support the salaries of two Law Enforcement Advocates and other WHW personnel who staff the DVLEAP.

There are no new FTEs/full time equivalents associated with this grant. The grant does require a local match of up to \$20,000, which will be provided through the in-kind services of WHW staff.

The City has already applied for the grant to meet the application deadline of July 8, 2025, but no grant funds will be accepted without approval by the City Council.

Acceptance of this grant is in accordance with the “Live” goal to “[c]reate a more livable community” as described on pages 156-162 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$60,000 from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY 2025 Violence Against Women Act Grant Program (ALN 16.588) to support the Domestic Violence Law Enforcement Advocate Project in collaboration with Women Helping Women; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25VAWA.

WHEREAS, Women Helping Women (“WHW”) provides crisis intervention services for victims of domestic violence throughout the police investigation and court process; and

WHEREAS, the Domestic Violence Law Enforcement Advocate Program (“DVLEAP”) is a collaboration between the Cincinnati Police Department (“CPD”) and WHW; and

WHEREAS, a grant of up to \$60,000 is available from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY 2025 Violence Against Women Act Grant Program, which CPD may use to support DVLEAP; and

WHEREAS, if awarded, 100 percent of the grant funding will be provided to WHW to support the salaries of two Law Enforcement Advocates and other WHW personnel who staff the DVLEAP; and

WHEREAS, the grant requires matching funds of up to \$20,000, which will be provided through the in-kind services of WHW staff; and

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

WHEREAS, because the grant application deadline was July 8, 2025, the City has already applied for the grant, but no grant funds will be accepted without approval by Council; and

WHEREAS, providing resources to WHW to assist victims of domestic violence is in accordance with the “Live” goal to “[c]reate a more livable community” as set forth on pages 156-162 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$60,000 from the Ohio Department of Public Safety, Office of Criminal Justice Services, FY 2025 Violence Against Women Act Grant Program (ALN 16.588) to support the Domestic Violence Law Enforcement Advocate Project in collaboration with Women Helping Women.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25VAWA.

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

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

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

To: Members of the Budget and Finance Committee 202501566

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Police: FY 2026 State Victims Assistance Act (SVAA) and Federal Victims of Crime Act (VOCA) Grant Programs**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$42,000 from the State of Ohio, Office of the Attorney General, State Victims Assistance Act and the federal Victims of Crime Act grant programs (ALN 16.575) to provide funds for the Cincinnati Police Department Homicide Unit's Victim Advocate; and **AUTHORIZING** the Director of Finance to deposit the funds into Law Enforcement Grant Fund 368x8553, project account no. 26VALU.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$42,000 from the State of Ohio, Office of the Attorney General (OAG), State Victims Assistance Act and the federal Victims of Crime Act grant programs (ALN 16.575) to provide funds for the Cincinnati Police Department Homicide Unit's Victim Advocate. This Ordinance also authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 26VALU.

The grant is available through the State of Ohio, Office of the Attorney General, to fund the Cincinnati Police Department (CPD) Homicide Unit's Victim Advocate, who provides support and advocacy to survivors of victims whose deaths are investigated by the CPD Homicide Unit.

The grant application deadline was July 2, 2025, and the City has already applied for the grant, but no funds will be accepted without approval by the City Council.

There are no new FTEs/full time equivalents associated with this grant. The grant requires a 25 percent in-kind local match, which will be provided through the use of student volunteers engaged by CPD.

Acceptance of this grant is in accordance with the "Live" goal to "[c]reate a more livable community" as described on pages 156-163 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$42,000 from the State of Ohio, Office of the Attorney General, State Victims Assistance Act and the federal Victims of Crime Act grant programs (ALN 16.575) to provide funds for the Cincinnati Police Department Homicide Unit's Victim Advocate; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 26VALU.

WHEREAS, the State Victims Assistance Act and Victims of Crime Act grant programs will fund the Cincinnati Police Department ("CPD") Homicide Unit's Victim Advocate, who provides support and advocacy to the survivors of victims whose deaths are investigated by the Homicide Unit; and

WHEREAS, because the grant application deadline was June 24, 2024, the City has already applied for the grant, but no grant funds will be accepted without approval by Council; and

WHEREAS, the grant requires a 25 percent in-kind local match, which will be provided by student volunteers utilized by CPD; and

WHEREAS, acceptance of the grant does not require any additional FTEs/full time equivalents; and

WHEREAS, acceptance of the grant is in accordance with the "Live" goal to "[c]reate a more livable community" as described on pages 156-163 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$42,000 from the State of Ohio, Office of the Attorney General, State Victims Assistance Act and the federal Victims of Crime Act grant programs (ALN 16.575) to provide funds for the Cincinnati Police Department Homicide Unit's Victim Advocate.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 26VALU.

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

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

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

To: Members of the Budget and Finance Committee

202501550

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Police: FY 2025 Community Policing Development Microgrants

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$175,000 in FY 2025 Community Policing Development Microgrants funds from the U.S. Department of Justice, Office of Community Oriented Policing Services (ALN 16.710), to enhance the Understudy Program, which works to recruit and retain police officer candidates between the ages of eighteen and 21 until they are of eligible age to enter the police academy; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25WDEV.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to \$175,000 in FY 2025 Community Policing Development Microgrants funds from the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) (ALN 16.710), to enhance the Understudy Program, which works to recruit and retain police officer candidates between the ages of 18 and 21 until they are of eligible age to enter the police academy. This Emergency Ordinance also authorizes the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25WDEV.

The grant is available through the U.S. Department of Justice, Office of Community Oriented Policing Services, to enhance the Cincinnati Police Department's Understudy Program by funding the hiring of part-time understudies, the purchase of a passenger van and other supplies, and limited travel to support the program.

The grant application deadline was June 30, 2025, and the City has already applied for the grant, but no funds will be accepted without City Council approval. There are no new FTEs/full time equivalents associated with this grant, and no matching funds are required.

Acceptance of this grant is in accordance with the "Live" goal to "[c]reate a more livable community" as described on pages 156-162 of Plan Cincinnati (2012).

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

KKF

- 2025

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to \$175,000 in FY 2025 Community Policing Development Microgrants funds from the U.S. Department of Justice, Office of Community Oriented Policing Services (ALN 16.710), to enhance the Understudy Program, which works to recruit and retain police officer candidates between the ages of eighteen and 21 until they are of eligible age to enter the police academy; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25WDEV.

WHEREAS, there is a grant available through the U.S. Department of Justice, Office of Community Oriented Policing Services to enhance the Cincinnati Police Department's Understudy Program, which works to recruit and retain police officer candidates between the ages of eighteen and 21, by funding the hiring of part-time understudies, the purchase of a passenger van and other supplies, and limited travel to support the program; and

WHEREAS, the grant application deadline was June 30, 2025, and the City has already applied for the grant, but no funds will be accepted without Council approval; and

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

WHEREAS, recruiting and retaining police officer candidates is in accordance with the "Live" goal to "[c]reate a more livable community" as described on pages 156-162 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to \$175,000 in FY 2025 Community Policing Development Microgrants funds from the U.S. Department of Justice, Office of Community Oriented Policing Services (ALN 16.710), to enhance the Understudy Program, which works to recruit and retain police officer candidates between the ages of eighteen and 21 until they are of eligible age to enter the police academy.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Law Enforcement Grant Fund 368x8553, project account no. 25WDEV.

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: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

To: Members of the Budget and Finance Committee 202501556

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – DOTE: Transportation Alternatives (TA) Grant for Reading Road & Asmann Avenue Pedestrian Safety**

Attached is an Ordinance captioned:

ESTABLISHING new capital improvement program project account no. 980x233x262315, “Reading & Asmann Sidewalk PID 120858 Grant,” to provide resources for constructing a sidewalk from mid-block Asmann Avenue to Reading Road and along a segment of Reading Road, as well as reducing the intersection width at Reading Road and Asmann Avenue, all to promote pedestrian safety and connectivity; **AUTHORIZING** the City Manager to accept and appropriate a Transportation Alternatives grant (ALN 20.205) of up to \$1,000,000 awarded through the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) to newly established capital improvement program project account no. 980x233x262315, “Reading & Asmann Sidewalk PID 120858 Grant”; and **AUTHORIZING** the Director of Finance to deposit the grant resources into the newly established capital improvement program project account.

Approval of this Ordinance authorizes the following:

1. The establishment of capital improvement program project account no. 980x233x262315, “Reading & Asmann Sidewalk PID 120858 Grant,” to provide resources for constructing a sidewalk from mid-block Asmann Avenue to Reading Road and along a segment of Reading Road, as well as reducing the intersection width at Reading Road and Asmann Avenue, all to promote pedestrian safety and connectivity.
2. The City Manager to accept and appropriate a Transportation Alternatives grant (ALN 20.205) of up to \$1,000,000 awarded through the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) to newly established capital improvement program project account no. 980x233x262315, “Reading & Asmann Sidewalk PID 120858 Grant”.
3. The Director of Finance to deposit the grant resources into the newly established capital improvement program project account.

On May 17, 2023, the City Council approved Ordinance No. 0161-2023, which authorized the City Manager to apply for a Transportation Alternatives grant of up to \$1,000,000 awarded through the Ohio-Kentucky-Indiana Regional Council of Governments (OKI).

OKI subsequently awarded the City up to \$1,000,000 to construct a sidewalk from mid-block Asmann Avenue to Reading Road and along a segment of Reading Road, as well as reduce the

intersection width at Reading Road and Asmann Avenue, all to promote pedestrian safety and connectivity.

Acceptance of the OKI grant requires matching resources of up to \$250,000, which will be available in existing and future capital improvement program project accounts. There are no new FTEs/full time equivalents associated with the OKI grant.

Improving pedestrian safety and connectivity along Asmann Avenue and Reading Road is in accordance with the “[c]onnect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood vitality” and strategy to “[e]xpand options for non-automotive travel” as described on pages 129-133 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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

Attachment



ESTABLISHING new capital improvement program project account no. 980x233x262315, “Reading & Asmann Sidewalk PID 120858 Grant,” to provide resources for constructing a sidewalk from mid-block Asmann Avenue to Reading Road and along a segment of Reading Road, as well as reducing the intersection width at Reading Road and Asmann Avenue, all to promote pedestrian safety and connectivity; **AUTHORIZING** the City Manager to accept and appropriate a Transportation Alternatives grant (ALN 20.205) of up to \$1,000,000 awarded through the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) to newly established capital improvement program project account no. 980x233x262315, “Reading & Asmann Sidewalk PID 120858 Grant”; and **AUTHORIZING** the Director of Finance to deposit the grant resources into the newly established capital improvement program project account.

WHEREAS, on May 17, 2023, Council passed Ordinance No. 161-2023 authorizing the City Manager to apply for a Transportation Alternatives grant of up to \$1,000,000 awarded through the Ohio-Kentucky-Indiana Regional Council of Governments (“OKI”); and

WHEREAS, OKI subsequently awarded the City up to \$1,000,000 to construct a sidewalk from mid-block Asmann Avenue to Reading Road and along a segment of Reading Road, as well as reduce the intersection width at Reading Road and Asmann Avenue, all to promote pedestrian safety and connectivity; and

WHEREAS, this grant requires matching resources of up to \$250,000, which will be available in existing and future capital improvement program project accounts; and

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

WHEREAS, improving pedestrian safety and connectivity along Asmann Avenue and Reading Road is in accordance with the “[c]onnect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood vitality” and strategy to “[e]xpand options for non-automotive travel” as described on pages 129-133 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. 980x233x262315, “Reading & Asmann Sidewalk PID 120858 Grant,” is established to provide resources for constructing a sidewalk from mid-block Asmann Avenue to Reading Road and along a segment of Reading Road, as well as reducing the intersection width at Reading Road and Asmann Avenue, all to promote pedestrian safety and connectivity.

Section 2. That the City Manager is authorized to accept and appropriate a Transportation Alternatives grant (ALN 20.205) of up to \$1,000,000 awarded through the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) to newly established capital improvement program project account no. 980x233x262315, “Reading & Asmann Sidewalk PID 120858 Grant.”

Section 3. That the Director of Finance is authorized to deposit the grant resources into the newly established capital improvement program project account.

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

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

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

To: Members of the Budget and Finance Committee 202501570

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – DOTE: Transportation Alternatives (TA) Grant for Little Miami Scenic Trail Extension**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the establishment of new capital improvement program project account no. 980x232x262316, “Little Miami Scenic Trail PID 115291 Grant,” to provide resources for the extension of the existing shared-use path along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood; **AUTHORIZING** the City Manager to accept and appropriate a Transportation Alternatives grant (ALN 20.205) of up to \$717,000 from the Ohio-Kentucky-Indiana Regional Council of Governments (“OKI”) to newly established capital improvement program project account no. 980x232x262316, “Little Miami Scenic Trail PID 115291 Grant”; **AUTHORIZING** the Director of Finance to deposit OKI grant resources of up to \$717,000 into newly established capital improvement program project account no. 980x232x262316, “Little Miami Scenic Trail PID 115291 Grant”; and **AUTHORIZING** the City Manager to do all things necessary to complete the extension of the existing shared-use path along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood including but not limited to entering into any agreements necessary for the receipt and administration of the OKI grant resources.

Approval of this Emergency Ordinance authorizes the following:

1. Establishment of capital improvement program project account no. 980x232x262316, “Little Miami Scenic Trail PID 115291 Grant,” to provide resources for the extension of the existing shared-use path along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood;
2. The City Manager to accept and appropriate a Transportation Alternatives grant of up to \$717,000 awarded through the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) to newly established capital improvement program project account no. 980x232x262316, “Little Miami Scenic Trail PID 115291 Grant”; and
3. The Director of Finance to deposit the grant resources into the newly established capital improvement program project account.

On June 23, 2023, the City Council approved Ordinance No. 0165-2022, which authorized the City Manager to apply for a Transportation Alternatives grant of up to \$1,000,000 awarded through the Ohio-Kentucky-Indiana Regional Council of Governments (“OKI”).

OKI subsequently awarded the City up to \$717,000 for the extension of the existing shared-use path along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood.

Acceptance of the OKI grant requires matching resources of up to \$179,250, which will be provided from capital improvement program project account no. 980x232x262363, "Little Miami Scenic Trail – Elstun to Ranchvale," and other anticipated eligible grant resources. There are no new FTEs/full time equivalents associated with the OKI grant.

Extending the existing Little Miami Scenic Trail shared-use path along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood 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 reason for the emergency is the immediate need to accept the OKI grant resources and meet established project deadlines.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

IMD

- 2025

AUTHORIZING the establishment of new capital improvement program project account no. 980x232x262316, “Little Miami Scenic Trail PID 115291 Grant,” to provide resources for the extension of the existing shared-use path along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood; **AUTHORIZING** the City Manager to accept and appropriate a Transportation Alternatives grant (ALN 20.205) of up to \$717,000 from the Ohio-Kentucky-Indiana Regional Council of Governments (“OKI”) to newly established capital improvement program project account no. 980x232x262316, “Little Miami Scenic Trail PID 115291 Grant”; **AUTHORIZING** the Director of Finance to deposit OKI grant resources of up to \$717,000 into newly established capital improvement program project account no. 980x232x262316, “Little Miami Scenic Trail PID 115291 Grant”; and **AUTHORIZING** the City Manager to do all things necessary to complete the extension of the existing shared-use path along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood including but not limited to entering into any agreements necessary for the receipt and administration of the OKI grant resources.

WHEREAS, Council passed Ordinance No. 165-2022 on June 23, 2022, which authorized the City Manager to apply for a Transportation Alternatives grant of up to \$1,000,000 from the Ohio-Kentucky-Indiana Regional Council of Governments (“OKI”); and

WHEREAS, OKI awarded the City with a grant of up to \$717,000 to fund the extension of the existing shared-use path along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood; and

WHEREAS, the OKI grant requires matching resources of up to \$179,250, which will be provided from capital improvement program project account no. 980x232x262363, “Little Miami Scenic Trail – Elstun to Ranchvale,” and other anticipated eligible grant resources; and

WHEREAS, the OKI grant does not create any new FTEs/full time equivalents; and

WHEREAS, extending the existing Little Miami Scenic Trail shared-use path along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood 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. 980x232x262316, “Little Miami Scenic Trail PID 115291 Grant,” to

provide resources for the extension of the existing shared-use path along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood.

Section 2. That the City Manager is authorized to accept and appropriate a Transportation Alternatives grant (ALN 20.205) of up to \$717,000 from the Ohio-Kentucky-Indiana Regional Council of Governments (“OKI”) to newly established capital improvement program project account no. 980x232x262316, “Little Miami Scenic Trail PID 115291 Grant.”

Section 3. That the Director of Finance is authorized to deposit the OKI grant resources to newly established capital improvement program project account no. 980x232x262316, “Little Miami Scenic Trail PID 115291 Grant”.

Section 4. That the City Manager is authorized to do all things necessary to complete the extension of the existing shared-use path along Beechmont Avenue from the intersection of Elstun Road to the intersection of Ranchvale Drive in the Mount Washington neighborhood, including but not limited to entering into any agreements necessary for the receipt and administration of the OKI 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 OKI 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 accept the OKI grant resources and meet established project deadlines.

Passed: _____, 2025

Attest: _____
Clerk

Aftab Pureval, Mayor

August 4, 2025

To: Members of the Budget and Finance Committee 202501552
From: Sheryl M. M. Long, City Manager
Subject: **Emergency Ordinance – Amending CMC Chapter 321**

Attached is an Emergency Ordinance captioned:

MODIFYING Chapter 321, “Procurement and Disposal of Supplies, Services and Construction,” of the Cincinnati Municipal Code by **AMENDING** Sections 321-11, “Procurement; \$5,000 or Less,” and 321-13, “Procurement; Supplies, Services and Construction in Excess of \$5,000.00 but not Greater Than \$50,000.00,” to increase the threshold for small-dollar procurements and improve the efficiency of the procurement process.

The City’s PDQ process allows departments to make small, non-competitive purchases. Currently, the threshold is \$5,000 per commodity class, per department, per vendor, per year. The proposed change increases this threshold to \$15,000 while maintaining the same compliance rules. Purchases at or below \$15,000 must be made from certified SBE, ELBE, or SLBE vendors unless deemed impractical or not in the City’s best interest. Documentation must be retained for audits, and Purchasing will issue quarterly reports for transparency.

Cc: Laura Castillo, Interim Purchasing Director

EMERGENCY

AEP

- 2025

MODIFYING Chapter 321, “Procurement and Disposal of Supplies, Services and Construction,” of the Cincinnati Municipal Code by **AMENDING** Sections 321-11, “Procurement; \$5,000 or Less,” and 321-13, “Procurement; Supplies, Services and Construction in Excess of \$5,000.00 but not Greater Than \$50,000.00,” to increase the threshold for small-dollar procurements and improve the efficiency of the procurement process.

WHEREAS, the threshold for small-dollar purchases under Section 321-11 of the Cincinnati Municipal Code has remained unchanged since 1992 despite significant increases in the cost of goods and services; and

WHEREAS, raising the threshold for small-dollar purchases from \$5,000 to \$15,000 will reduce administrative delays for routine purchases and enable faster response to operational needs, minimizing costly downtime for critical City services; and

WHEREAS, key safeguards will remain in place and the Office of Procurement will continue to monitor all small-dollar transactions and provide oversight; and

WHEREAS, the City Procurement Manual outlines limitations and compliance requirements for small-dollar purchases, including the one-transaction-per-vendor-per-commodity rule; now, therefore,

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

Section 1. That Sections 321-11, “Procurement; \$5,000 or Less,” and 321-13, “Procurement; Supplies, Services and Construction in Excess of \$5,000.00 but not Greater Than \$50,000.00,” of the Cincinnati Municipal Code are amended as follows:

Section 321-11. – Procurement; ~~\$5,000~~ \$15,000.00 or Less.

The city purchasing agent may make any contract and purchase supplies, services or construction for any work of the city involving an expenditure of not more than ~~\$5,000~~ \$15,000.00 by award after announcement without advertising, contract and bonding procedures in accordance with small purchase procedures promulgated by the city purchasing agent. Procurement requirements shall not be artificially divided so as to fall within the authority contained in this section.

For purchases of ~~\$5,000.00~~ \$15,000.00 or less, notice and award must be given to a certified SBE, ELBE, or SLBE listed for that particular commodity code, unless the city purchasing agent determines one of the following:

- (a) Such award would be impractical;
- (b) Such award would not be in the best interest of the city based on price.

In such cases, competitive bidding shall be conducted pursuant to policies promulgated by the city purchasing agent.

Section 321-13. - Procurement; Supplies, Services and Construction in Excess of ~~\$5,000.00~~ \$15,000.00 but not Greater Than \$50,000.00.

The following shall apply to contracts for supplies, services, or construction involving an expenditure in excess of ~~\$5,000.00~~ \$15,000.00 but not in excess of \$50,000.00:

- (a) The city purchasing agent may award and enter into such contracts without additional approval by the city manager or board or commission on whose behalf the procurement is made.
- (b) Such contracts shall be competitively procured by request for quotes or ITB. The city purchasing agent may waive the requirement for bid or performance surety.
- (c) Certified SBEs, SLBEs, and ELBEs registered as vendors with the city in the commodity class applicable to the procurement will receive notice of the procurement through the city's online procurement system.
- (d) ~~For purchases of \$50,000.00 or less, the~~ The contract must be awarded to a certified SBE, SLBE, or ELBE listed in the commodity code, unless one of the following occurs:
 - (1) The contract is awarded pursuant to subsection (e) below;
 - (2) There are no certified SBEs, SLBEs, or ELBEs in the commodity code;
 - (3) No certified SBE, SLBEs, or ELBEs in the commodity code provide a quote;
 - (4) The city purchasing agent determines in writing that it is impractical or not in the best interest of the city to award the contract to the certified SBE, SLBE, or ELBE based on price; or
 - (5) The city purchasing agent rejects all quotes from certified SBEs, SLBEs or ELBEs.

If one of the circumstances listed in subsections (2) through (5) above exists, then three quotes should be obtained from businesses in the commodity code that are not certified SBEs, SLBEs or ELBEs or are not SBEs, SLBEs, or ELBEs, and competitive bidding shall be conducted pursuant to policies promulgated by the city purchasing agent.

- (e)
 - (1) If a quote process is utilized, at least two but not more than three quotes must first be obtained from certified SBEs, SLBEs, or ELBEs listed in the commodity code.
 - (2) If there is only one certified SBE, SLBE, or ELBE in the commodity code or only one certified SBE, SLBE, or ELBE in the commodity responds to the city's request for quote, then two additional quotes must be obtained from businesses in the commodity code that are not certified SBEs, SLBEs, or ELBEs.
 - (3) If the quote from a business that is not a certified SBE, SLBE, or ELBE is the lowest and best quote of the three received by the city, the certified SBE, SLBE, or ELBE will be awarded the contract if it agrees to match the lowest and best quote. If the certified SBE, SLBE, or ELBE does not agree to match the lowest and best quote within three business days after the city purchasing agent offers that business the opportunity to match the lowest and best quote, then the contract will be given to the business that submitted the lowest and best quote, regardless of certification status.
- (f) The city purchasing agent may establish a contract award rotation process for SBEs, SLBEs, and ELBEs certified in specific commodity codes to make contract award opportunities equitably available to such businesses.
- (g) Surety.
 - (1) The city purchasing agent will have discretion regarding bonding requirements for both bid and performance surety, including without limitation, the amount of such bonds.
 - (2) The city purchasing agent shall establish a commodity and a threshold exemption for surety and bond requirements.

This section shall not apply to bids, requests for proposals, or requests for qualifications or other procurement processes identified to be a part of the city's sheltered market program as provided in CMC Section 323-19. The purchasing agent shall be responsible for awarding and executing all contracts awarded through the sheltered market program.

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 increase the threshold for small-dollar procurements so that the City may realize the resulting efficiencies and operational improvements at the earliest possible time.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

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

August 4, 2025

To: Members of the Budget and Finance Committee

202501573

From: Sheryl M.M. Long City Manager

Subject: EMERGENCY ORDINANCE – AMENDING ORDINANCES TO REDUCE THE SPECIAL ASSESSMENTS TO BE LEVYED AT OAKLEY STATION.

Attached is an Emergency Ordinance captioned:

AMENDING Ordinance No. 228-2012 passed by City Council on June 20, 2012, as previously amended by Ordinance No. 246-2013, Ordinance No. 179-2014, Ordinance No. 272-2015, Ordinance No. 268-2016, Ordinance No. 213-2017, Ordinance No. 244-2018, Ordinance No. 321-2019, Ordinance No. 270-2020, Ordinance No. 311-2021, Ordinance No. 237-2022, Ordinance No. 306-2023, and Ordinance 273-2024, for the purpose of reducing those special assessments levied and to be collected in 2026 (with tax year 2025 property taxes) upon a report of the administrator for bonds issued by the Port of Greater Cincinnati Development Authority related to the Oakley Station development project (the “Administrator’s Report”), and **AUTHORIZING** the refund of certain special assessments abated by Ordinance No. 273-2024 and erroneously collected and distributed to the City, based upon the Administrator’s Report.

BACKGROUND/CURRENT CONDITIONS

The Public Infrastructure Improvements for the Oakley Station project were funded by special obligation bonds issued against future revenue streams from a Project Tax Increment Financing (TIF) District put in place on the project site and back stopped by a Special Assessment levied on the properties within the project site. Each year, the Port Authority, as the TIF and Special Assessment Administrator, issues an annual report determining the appropriate level of Special Assessments to be certified to the properties in the coming tax year.

DEVELOPER INFORMATION

The Port of Greater Cincinnati Development Authority disbursed the bonds and serves as the TIF and Special Assessment Administrator. The Developer for Oakley Station is USS Realty, LLC.

SPECIAL ASSESSMENT UPDATE

The 2025 Administrator’s Report determined that actual TIF revenues and projected TIF revenues for the 2025 (collect 2026) tax year are adequate to cover all bond obligations

and have additional reserves on hand, so the Special Assessment for this year may be lowered to \$0.00.

State law requires the City to certify assessments to the County Auditor no later than the second Monday in September, which is September 8th this year. In order to hit that deadline, it needs to be by-leaved directly into Budget & Finance Committee on August 4, for passage by Council on August 6th.

RECOMMENDATION

The Administration recommends passage of this Emergency Ordinance to reduce the Special Assessment amounts, as recommended based on the annual Administrator's Report.

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

EMERGENCY

ZDS

- 2025

AMENDING Ordinance No. 228-2012 passed by Council on June 20, 2012, as previously amended by Ordinance No. 246-2013, Ordinance No. 179-2014, Ordinance No. 272-2015, Ordinance No. 268-2016, Ordinance No. 213-2017, Ordinance No. 244-2018, Ordinance No. 321-2019, Ordinance No. 270-2020, Ordinance No. 311-2021, Ordinance No. 237-2022, Ordinance No. 306-2023, and Ordinance No. 273-2024, for the purpose of reducing those special assessments levied and to be collected in 2026 (with tax year 2025 property taxes) upon a report of the administrator for bonds issued by the Port of Greater Cincinnati Development Authority related to the Oakley Station development project (the “Administrator’s Report”), and **AUTHORIZING** the refund of certain special assessments abated by Ordinance No. 273-2024 and erroneously collected and distributed to the City, based upon the Administrator’s Report.

WHEREAS, on June 20, 2012, Council adopted Resolution No. 38-2012 declaring the necessity of (i) constructing various public infrastructure improvements (“Public Infrastructure Improvements”) related to the Oakley Station development project generally located at 4701 Marburg Avenue (now comprised of various properties with addresses on Disney Street, Factory Colony Lane, Marburg Avenue, Oakley Mill Lane, Oakley Station Boulevard, and Vandercar Way) in the Oakley neighborhood of Cincinnati, and (ii) assessing lands for the costs of the Public Infrastructure Improvements as petitioned by the owners of 100 percent of such property (the “Petition”) in accordance with Chapter 727 of the Ohio Revised Code; and

WHEREAS, on June 20, 2012, Council passed Ordinance No. 228-2012 levying Special Assessments (as defined in the Cooperative Agreement, as defined below) to pay for the costs of constructing the Public Infrastructure Improvements; and

WHEREAS, Ordinance No. 228-2012 and the Petition contemplate that the Special Assessments will be reapportioned in accordance with the Petition upon the subdivision (or consolidation) of any parcels included within the assessed lands; and

WHEREAS, Ordinance No. 228-2012 and that certain Cooperative Special District Financing and Redevelopment Agreement dated July 31, 2012 (as amended, the “Cooperative Agreement”) among the City of Cincinnati, the Port of Greater Cincinnati Development Authority (the “Port Authority”), and USS Realty, LLC each contemplate that Council may reduce or abate the Certified Annual Installments (as defined in the Cooperative Agreement) of the Special Assessments based upon a report of an administrator (the “Administrator”) appointed by the Port Authority for bonds issued by the Port Authority and secured by an assignment of the Special Assessments; and

WHEREAS, pursuant to Ordinance No. 246-2013 passed by Council on August 7, 2013, Ordinance No. 179-2014 passed by Council on June 25, 2014, Ordinance No. 272-2015 passed by Council on August 5, 2015, Ordinance No. 268-2016 passed by Council on August 3, 2016,

and Ordinance No. 213-2017 passed by Council on August 9, 2017, each based upon and consistent with reports of the Administrator, the Certified Annual Installments of the Special Assessments were reapportioned, first among Hamilton County Parcel Numbers 051-0001-0001, 051-0001-0063, and 051-0001-0064 and, upon passage of Ordinance No. 213-2017, among Hamilton County Auditor Parcel Numbers 051-0001-0063, 051-0001-0064, 051-0001-0070, 051-0001-0071, 051-0001-0074, 051-0001-0078, 051-0001-0079, 051-0001-0080, 051-0001-0081, 051-0001-0082, 051-0001-0083, 051-0001-0084, 051-0001-0085, 051-0001-0086, 051-0001-0087, 051-0001-0088, 051-0001-0089, 051-0001-0090, and 051-0001-0091, and the Certified Annual Installments to be collected, as reapportioned in the respective years, were reduced and certified for collection; and

WHEREAS, pursuant to Ordinance No. 244-2018 passed by Council on August 1, 2018, Ordinance No. 321-2019 passed by Council on August 7, 2019, Ordinance No. 270-2020 passed by Council on August 5, 2020, Ordinance No. 311-2021 passed by Council on August 4, 2021, Ordinance No. 237-2022 passed by Council on August 3, 2022, and Ordinance No. 306-2023 passed by Council on September 7, 2023, based upon and consistent with reports of the Administrator, the Certified Annual Installments of the Special Assessments to be collected in the years 2019 through 2024, as previously apportioned among Hamilton County Auditor Parcel Numbers 051-0001-0063, 051-0001-0064, 051-0001-0070, 051-0001-0071, 051-0001-0074, 051-0001-0078, 051-0001-0079, 051-0001-0080, 051-0001-0081, 051-0001-0082, 051-0001-0083, 051-0001-0084, 051-0001-0085, 051-0001-0086, 051-0001-0087, 051-0001-0088, 051-0001-0089, 051-0001-0090, and 051-0001-0091, were reduced to zero for each of the tax collection years from 2019 through 2024 and those reductions, and the amounts to be collected with respect to each such parcel in those years (\$0.00), were certified to the County Auditor; and

WHEREAS, pursuant to Ordinance No. 273-2024 passed by Council on August 7, 2024, based upon and consistent with a report of the Administrator (the “2024 Report”): (1) as a result of further subdivision of Hamilton County Auditor Parcel Number 051-0001-0089, the Certified Annual Installments of the Special Assessments apportioned to Hamilton County Auditor Parcel Number 051-0001-0089 were reapportioned among Hamilton County Auditor Parcel Numbers 051-0001-0112 and 051-0001-0113, and all prior reapportionments were confirmed, (2) the Special Assessment Roll for the Special Assessments (Exhibit A to Ordinance No. 228-2012 as most recently amended in Section 1 of Ordinance No. 213-2017) was further amended and restated in Section 1 of Ordinance No. 273-2024, (3) the Certified Annual Installments of the Special Assessments, as apportioned and reapportioned in Exhibit D to Ordinance No. 228-2012 (as most recently amended in Section 2 of Ordinance No. 213-2017 and restated in Attachment A thereto), were further amended in Section 2 of Ordinance No. 273-2024 and restated in Attachment A thereto and certified to the County Auditor, and (4) the Certified Annual Installments of the Special Assessments to be collected in 2025, as apportioned and reapportioned consistent with the 2024 Report, were reduced to zero for tax collection year 2025 and those reductions, and the amounts to be collected with respect to each such parcel in those years (\$0.00), were certified to the County Auditor; and

WHEREAS, the City has received a report of the Administrator for the current year (the “Administrator’s Report”) determining, among other things, that:

- (i) Notwithstanding the reduction, by Ordinance No. 273-2024, of each of the Certified Annual Installments of the Special Assessments to be collected in 2025 to zero (\$0.00), the County has collected, and has now distributed to the City

(with tax year 2024 property taxes), Special Assessments of \$63,180.87 with respect to Hamilton County Auditor Parcel Number 051-0001-0063 (the “Parcel 63 Assessments”) and Special Assessments of \$97,874.83 with respect to Hamilton County Auditor Parcel Number 051-0001-0064 (the “Parcel 64 Assessments”);

- (ii) The Parcel 63 Assessments were collected in error and should be refunded by the City to Net Lease Realty I Inc., as the owner of record and taxpayer for Hamilton County Auditor Parcel Number 051-0001-0063, and the Parcel 64 Assessments were collected in error and should be refunded by the City to Oakley FC LLC, as the owner of record and taxpayer for Hamilton County Auditor Parcel Number 051-0001-0064;
- (iii) the Special Assessment Roll for the Special Assessments, referenced in Exhibit A to Ordinance No. 228-2012, as most recently amended in Section 1 of Ordinance No. 273-2024, should be restated consistent with that Section 1 and with the Administrator’s Report;
- (iv) the aggregate Annual Service Payment Credits (as defined in the Cooperative Agreement) for the current year (tax year 2025 and collection year 2026) are \$653,322.50, and such Annual Service Payment Credits are to be apportioned to each of the parcels included in the assessed lands in the same proportion as the Special Assessments;
- (v) the aggregate required Certified Annual Installments of the Special Assessments to be certified by the City to the Hamilton County, Ohio Auditor and collected by the Hamilton County, Ohio Treasurer in 2026 (with 2025 taxes) (i.e., the applicable Certified Annual Installments after applying the Annual Service Payment Credits, as allocated in accordance with the Administrator’s Report), is \$0.00, requiring the annual Special Assessments for tax year 2025 to be reduced from the current aggregate Certified Annual Installments amount of \$653,322.50 to \$0.00 consistent with the Administrator’s Report; and
- (vi) the Certified Annual Installments of the Special Assessments for all remaining years of collection of the Special Assessments, as apportioned and reapportioned in Exhibit D to Ordinance No. 228-2012, as most recently amended in Section 2 of Ordinance No. 273-2024, should be amended and restated in its entirety consistent with the Administrator’s Report and taking into account the reductions made herein to the Certified Annual Installments of the Special Assessments to be collected in 2026 (with tax year 2025 property taxes); now, therefore,

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

Section 1. That the Special Assessments levied in Ordinance No. 228-2012, passed by Council on June 20, 2012 (as amended, the “Assessing Ordinance”), are and shall be apportioned consistent with Section 1 of Ordinance No. 273-2024, passed by Council on August 7, 2024, and the report referred to therein delivered by the administrator (the “Administrator”) appointed by

the Port of Greater Cincinnati Development Authority (the “Port Authority”) for bonds issued by the Port Authority and secured by an assignment of the Special Assessments (the “Administrator’s Report”), and that Exhibit A referenced in the Assessing Ordinance and most recently amended in Section 1 of Ordinance No. 273-2024, is hereby restated in its entirety, as follows:

EXHIBIT A
SPECIAL ASSESSMENT ROLL

<u>Assessed Lands (Parcel Number)</u>	<u>Assessable Cost¹</u>	<u>Percentage of Benefit²</u>	<u>Percentage of Assessments</u>	<u>Special Assessments¹</u>
051-0001-0063	\$ 661,198.60	9.6737%	9.6737%	\$ 661,198.60
051-0001-0064	\$1,023,690.79	14.9772%	14.9772%	\$1,023,690.79
051-0001-0070	\$1,399,016.92	20.4684%	20.4684%	\$1,399,016.92
051-0001-0071	\$ 388,511.92	5.6841%	5.6841%	\$ 388,511.92
051-0001-0074	\$ 157,642.92	2.3064%	2.3064%	\$ 157,642.92
051-0001-0078	\$ 154,606.02	2.2620%	2.2620%	\$ 154,606.02
051-0001-0079	\$ 431,191.03	6.3086%	6.3086%	\$ 431,191.03
051-0001-0080	\$ 226,448.62	3.3131%	3.3131%	\$ 226,448.62
051-0001-0081	\$ 333,298.71	4.8763%	4.8763%	\$ 333,298.71
051-0001-0082	\$ 375,554.12	5.4946%	5.4946%	\$ 375,554.12
051-0001-0083	\$ 128,840.06	1.8850%	1.8850%	\$ 128,840.06
051-0001-0084	\$ 133,161.06	1.9482%	1.9482%	\$ 133,161.06
051-0001-0085	\$ 123,492.41	1.8068%	1.8068%	\$ 123,492.41
051-0001-0086	\$ 137,030.77	2.0048%	2.0048%	\$ 137,030.77
051-0001-0087	\$ 106,366.87	1.5562%	1.5562%	\$ 106,366.87
051-0001-0088	\$ 145,459.06	2.1282%	2.1282%	\$ 145,459.06
051-0001-0090	\$ 142,526.77	2.0852%	2.0852%	\$ 142,526.77
051-0001-0091	\$ 64,262.85	0.9403%	0.9403%	\$ 64,262.85
051-0001-0112	\$ 533,683.84	7.8081%	7.8081%	\$ 533,683.84
051-0001-0113	\$ 169,016.66	2.4728%	2.4728%	\$ 169,016.66
TOTALS	\$6,835,000.00	100.0000%	100.0000%	\$6,835,000.00
¹ Exclusive of interest thereon and administrative expenses with respect thereto.				
² Determined in accordance with Ordinance No. 228-2012 and the Petition; with rounding.				

Section 2. That each of the remaining Certified Annual Installments (as defined in the Cooperative Agreement referred to and defined in the recitals to this ordinance) of the Special Assessments levied in the Assessing Ordinance is hereby apportioned and allocated, or reapportioned and reallocated, consistent with the apportionments and allocations of the Special

Assessments provided for under Section 1 of this ordinance and taking into account the reductions in Section 3 of this ordinance of the Certified Annual Installments of the Special Assessments to be collected in 2026 (with tax year 2025 property taxes), and that Exhibit D, referenced in and attached to the Assessing Ordinance and most recently amended in Section 2 of Ordinance No. 273-2024 and restated in its entirety in Attachment A thereto, is hereby amended and restated in its entirety to read as set forth in Attachment A to this ordinance, incorporated herein by this reference.

Section 3. That, pursuant to the Cooperative Agreement (that term and any other term used but not defined herein being used as defined in the recitals to this ordinance) and based upon the Administrator's Report: the aggregate Annual Service Payment Credits for collection year 2026 shall be \$653,322.50; (b) such Annual Service Payment Credits shall be apportioned to each of the parcels included in the assessed lands in the same proportion as the Special Assessments; and (c) the aggregate required Certified Annual Installments of the Special Assessments to be certified by the City to the Hamilton County, Ohio Auditor and collected by the Hamilton County, Ohio Treasurer in 2026 (with tax year 2025 property taxes) shall be reduced from \$653,322.50 to \$0.00, all as shown in the following table:

Assessed Lands (Parcel Number)	Current Year Certified Annual Installment	Current Year Annual Service Payment Credit	Special Assessments to be Certified for Collection in 2026
051-0001-0063	\$ 63,200.46	\$ 63,200.46	\$0.00
051-0001-0064	97,849.42	97,849.42	0.00
051-0001-0070	133,724.66	133,724.66	0.00
051-0001-0071	37,135.50	37,135.50	0.00
051-0001-0074	15,068.23	15,068.23	0.00
051-0001-0078	14,778.15	14,778.15	0.00
051-0001-0079	41,215.50	41,215.50	0.00
051-0001-0080	21,645.23	21,645.23	0.00
051-0001-0081	31,857.97	31,857.97	0.00
051-0001-0082	35,897.46	35,897.46	0.00
051-0001-0083	12,315.13	12,315.13	0.00
051-0001-0084	12,728.03	12,728.03	0.00

<u>Assessed Lands (Parcel Number)</u>	<u>Current Year Certified Annual Installment</u>	<u>Current Year Annual Service Payment Credit</u>	<u>Special Assessments to be Certified for Collection in 2026</u>
051-0001-0085	11,804.23	11,804.23	0.00
051-0001-0086	13,097.81	13,097.81	0.00
051-0001-0087	10,167.00	10,167.00	0.00
051-0001-0088	13,904.01	13,904.01	0.00
051-0001-0090	13,623.08	13,623.08	0.00
051-0001-0091	6,143.19	6,143.19	0.00
051-0001-0112	51,012.07	51,012.07	0.00
051-0001-0113	63,200.46	63,200.46	0.00
Total	\$653,322.50	\$653,322.50	\$0.00

Section 4. That the Certified Annual Installments of the Special Assessments were fully abated for the 2025 collection year and, therefore, no Special Assessments were to be collected or distributed to the City in 2025; that the Hamilton County Treasurer did collect Special Assessments for Hamilton County Auditor Parcel Numbers 051-0001-0063 (“Parcel 63”) and 051-0001-0064 (“Parcel 64”) in collection year 2025 and distributed those Special Assessments to the City, in an aggregate amount of \$161,055.70 (\$63,180.87 with respect to Parcel 63 and \$97,874.83 with respect to Parcel 64); that all Special Assessments so collected and distributed to the City were collected in error and shall be refunded by the City to the respective property owners of Parcel 63 and Parcel 64; that the Director of Finance is hereby authorized to refund and pay, from the fund for the Special Assessments, \$63,180.87 to Net Lease Realty I Inc., as the owner of record and taxpayer for Parcel 63, and \$97,874.83 to Oakley FC LLC, as the owner of record and taxpayer for Parcel 64; and that such refunds shall each be paid according to instructions supplied, in writing, by the respective owner to the Director of Finance.

Section 5. That all existing provisions of Ordinance No. 228-2012 passed by City Council on June 20, 2012, as previously amended by Ordinance No. 246-2013, Ordinance No. 179-2014, Ordinance No. 272-2015, Ordinance No. 268-2016, Ordinance No. 213-2017, Ordinance No. 244-2018, Ordinance No. 321-2019, Ordinance No. 270-2020, Ordinance

No. 311-2021, Ordinance No. 237-2022, Ordinance No. 306-2023, and Ordinance No. 273-2024, not amended hereby and not inconsistent with this ordinance shall remain in full force and effect.

Section 6. That the Clerk of Council is hereby directed to deliver a certified copy of this ordinance, including Attachment A incorporated by reference herein, to the Hamilton County, Ohio Auditor within fifteen days after its adoption or, if earlier than fifteen days after its adoption, within the time required by law for the certification of assessments to be collected in 2026 (with tax year 2025 property taxes).

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to certify the revised Special Assessments to the Hamilton County, Ohio Auditor by the certification deadline of September 8, 2025.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT I

CERTIFIED ANNUAL INSTALLMENTS OF ASSESSMENTS

Tax Year	Year of Collection	Certified Annual Installments of Assessments	Parcel No. 051-0001-0001	Parcel No. 051-0001-0063	Parcel No. 051-0001-0064	Parcel No. 051-0001-0070	Parcel No. 051-0001-0071	Parcel No. 051-0001-0072	Parcel No. 051-0001-0074	Parcel No. 051-0001-0075	Parcel No. 051-0001-0078	Parcel No. 051-0001-0079	Parcel No. 051-0001-0080	Parcel No. 051-0001-0081	Parcel No. 051-0001-0082
2012	2013		\$52,087.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
2013	2014		353,499.33	45,384.13	70,265.29	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
2014	2015	654,740.00	-	63,337.70	98,061.64	134,014.97	146,950.70	91,436.23	101,129.92	19,808.84	n/a	n/a	n/a	n/a	n/a
2015	2016	652,617.50	-	63,132.37	97,743.75	133,580.53	146,474.32	91,139.82	100,802.08	19,744.63	n/a	n/a	n/a	n/a	n/a
2016	2017	655,087.50	-	63,371.32	98,113.68	134,086.10	37,236.18	-	15,108.98	19,819.35	14,817.92	41,326.68	21,703.53	31,944.38	35,994.27
2017	2018	651,780.00	-	63,051.36	97,618.32	133,409.11	37,048.18	-	15,032.70	-	14,743.10	41,118.02	21,593.96	31,783.09	35,812.53
2018	2019	653,065.00	-	63,175.66	97,810.77	133,672.13	37,121.22	-	15,062.34	-	14,772.17	41,199.09	21,636.53	31,845.75	35,883.14
2019	2020	653,560.00	-	63,223.55	97,884.91	133,773.45	37,149.36	-	15,073.75	-	14,783.37	41,230.32	21,652.93	31,869.89	35,910.34
2020	2021	653,265.00	-	63,195.01	97,840.73	133,713.06	37,132.59	-	15,066.95	-	14,776.69	41,211.71	21,643.15	31,855.51	35,894.13
2021	2022	652,180.00	-	63,090.05	97,678.22	133,490.98	37,070.91	-	15,041.93	-	14,752.15	41,143.26	21,607.21	31,802.60	35,834.51
2022	2023	655,292.50	-	63,391.15	98,144.39	134,128.06	37,247.83	-	15,113.71	-	14,822.55	41,339.61	21,710.33	31,954.37	36,005.53
2023	2024	652,232.50	-	63,095.13	97,686.09	133,501.73	37,073.90	-	15,043.14	-	14,753.34	41,146.57	21,608.95	31,805.16	35,837.40
2024	2025	653,370.00	-	63,205.17	97,856.45	133,734.56	37,138.56	-	15,069.37	-	14,779.07	41,218.33	21,646.63	31,860.63	35,899.90
2025	2026	653,322.50	-	63,200.57	97,849.34	133,724.83	37,135.86	-	15,068.28	-	14,777.99	41,215.33	21,645.06	31,858.31	35,897.29
2026	2027	652,090.00	-	63,081.35	97,664.74	133,472.56	37,065.80	-	15,039.85	-	14,750.12	41,137.58	21,604.23	31,798.21	35,829.57
2027	2028	649,672.50	-	62,847.48	97,302.67	132,977.74	36,928.38	-	14,984.09	-	14,695.43	40,985.07	21,524.13	31,680.32	35,696.73
2028	2029	651,057.50	-	62,981.46	97,510.11	133,261.22	37,007.11	-	15,016.04	-	14,726.76	41,072.44	21,570.02	31,747.86	35,772.83
2029	2030	645,875.00	-	62,480.12	96,733.91	132,200.45	36,712.53	-	14,896.51	-	14,609.53	40,745.50	21,398.32	31,495.14	35,488.08
2030	2031	649,482.50	-	62,829.10	97,274.21	132,938.85	36,917.58	-	14,979.71	-	14,691.13	40,973.08	21,517.84	31,671.06	35,686.30
2031	2032	646,127.50	-	62,504.55	96,771.73	132,252.13	36,726.88	-	14,902.33	-	14,615.24	40,761.43	21,406.68	31,507.46	35,501.95
2032	2033	646,180.00	-	62,509.63	96,779.59	132,262.88	36,729.87	-	14,903.54	-	14,616.43	40,764.74	21,408.42	31,510.02	35,504.84
2033	2034	644,257.50	-	62,323.65	96,491.66	131,869.37	36,620.59	-	14,859.20	-	14,572.95	40,643.46	21,344.73	31,416.27	35,399.20
2034	2035	645,347.50	-	62,429.10	96,654.91	132,092.48	36,682.55	-	14,884.34	-	14,597.60	40,712.22	21,380.84	31,469.42	35,459.09
2035	2036	644,067.50	-	62,305.27	96,463.20	131,830.48	36,609.79	-	14,854.82	-	14,568.65	40,631.47	21,338.43	31,407.00	35,388.76
Aggregate Certified Annual Installments of Assessments		\$14,314,670.00	\$405,586.83	\$1,430,144.89	\$2,214,200.31	\$2,929,987.65	\$1,032,780.68	\$182,576.05	\$501,933.58	59,372.82	294,222.20	820,575.93	430,941.91	634,282.44	714,696.38

[Continued on next page.]

[Attachment I -- Continued from previous page.]

Tax Year	Year of Collection	Certified Annual Installments of Assessments	Parcel No. 051-0001-0083	Parcel No. 051-0001-0084	Parcel No. 051-0001-0085	Parcel No. 051-0001-0086	Parcel No. 051-0001-0087	Parcel No. 051-0001-0088	Parcel No. 051-0001-0089	Parcel No. 051-0001-0112	Parcel No. 051-0001-0113	Parcel No. 051-0001-0090	Parcel No. 051-0001-0091	Total
2012	2013		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$52,087.50
2013	2014		n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$469,148.75
2014	2015	654,740.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$654,740.00
2015	2016	652,617.50	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$652,617.50
2016	2017	655,087.50	12,348.43	12,762.57	11,835.89	13,133.45	10,194.53	13,941.25	67,348.99	n/a	n/a	n/a	n/a	\$655,087.48
2017	2018	651,780.00	12,286.08	12,698.13	11,776.14	13,067.14	10,143.06	13,870.86	67,008.94	n/a	n/a	13,591.24	6,128.05	\$651,780.00
2018	2019	653,065.00	12,310.31	12,723.16	11,799.35	13,092.90	10,163.05	13,898.20	67,141.05	n/a	n/a	13,618.03	6,140.13	\$653,065.00
2019	2020	653,560.00	12,319.64	12,732.81	11,808.30	13,102.83	10,170.76	13,908.74	67,191.94	n/a	n/a	13,628.35	6,144.79	\$653,560.00
2020	2021	653,265.00	12,314.08	12,727.06	11,802.97	13,096.91	10,166.17	13,902.46	67,161.62	n/a	n/a	13,622.20	6,142.01	\$653,265.00
2021	2022	652,180.00	12,293.62	12,705.92	11,783.36	13,075.16	10,149.28	13,879.37	67,050.07	n/a	n/a	13,599.58	6,131.81	\$652,180.00
2022	2023	655,292.50	12,352.29	12,766.56	11,839.60	13,137.56	10,197.72	13,945.61	67,370.06	n/a	n/a	13,664.48	6,161.08	\$655,292.50
2023	2024	652,232.50	12,294.61	12,706.94	11,784.31	13,076.21	10,150.10	13,880.49	67,055.46	n/a	n/a	13,600.67	6,132.31	\$652,232.50
2024	2025	653,370.00	12,316.05	12,729.11	11,804.86	13,099.02	10,167.80	13,904.69	-	51,015.87	16,156.54	13,624.39	6,143.00	\$653,370.00
2025	2026	653,322.50	12,315.16	12,728.18	11,804.00	13,098.07	10,167.06	13,903.68	-	51,012.16	16,155.36	13,623.40	6,142.55	\$653,322.50
2026	2027	652,090.00	12,291.93	12,704.17	11,781.74	13,073.36	10,147.88	13,877.45	-	50,915.93	16,124.88	13,597.70	6,130.97	\$652,090.00
2027	2028	649,672.50	12,246.36	12,657.07	11,738.06	13,024.89	10,110.26	13,826.01	-	50,727.17	16,065.10	13,547.29	6,108.24	\$649,672.50
2028	2029	651,057.50	12,272.46	12,684.05	11,763.08	13,052.66	10,131.81	13,855.48	-	50,835.31	16,099.35	13,576.17	6,121.26	\$651,057.50
2029	2030	645,875.00	12,174.77	12,583.09	11,669.45	12,948.76	10,051.16	13,745.19	-	50,430.66	15,971.20	13,468.10	6,072.53	\$645,875.00
2030	2031	649,482.50	12,242.77	12,653.37	11,734.62	13,021.08	10,107.30	13,821.96	-	50,712.33	16,060.41	13,543.33	6,106.45	\$649,482.50
2031	2032	646,127.50	12,179.53	12,588.01	11,674.01	12,953.82	10,055.09	13,750.56	-	50,450.37	15,977.44	13,473.37	6,074.91	\$646,127.50
2032	2033	646,180.00	12,180.52	12,589.03	11,674.96	12,954.87	10,055.91	13,751.68	-	50,454.47	15,978.74	13,474.46	6,075.40	\$646,180.00
2033	2034	644,257.50	12,144.28	12,551.57	11,640.22	12,916.33	10,025.99	13,710.77	-	50,304.36	15,931.20	13,434.37	6,057.33	\$644,257.50
2034	2035	645,347.50	12,164.83	12,572.81	11,659.91	12,938.18	10,042.95	13,733.96	-	50,389.47	15,958.16	13,457.10	6,067.57	\$645,347.50
2035	2036	644,067.50	12,140.70	12,547.87	11,636.79	12,912.52	10,023.03	13,706.72	-	50,289.52	15,926.50	13,430.41	6,055.54	\$644,067.50
Aggregate Certified Annual Installments of Assessments		\$14,314,670.00	245,188.44	253,411.48	235,011.61	260,775.72	202,420.93	276,815.13	537,328.14	607,537.63	192,404.90	257,574.65	116,135.93	\$14,835,906.23

August 4, 2025

To: Members of the Budget & Finance Committee 202501561
From: Sheryl M. M. Long, City Manager
Subject: **Emergency Ordinance – 2025 CPS Tax Incentive Agreement**

Attached is an Emergency Ordinance captioned:

APPROVING AND AUTHORZING the City Manager to enter into a First Amendment to Tax Incentive Agreement with the Board of Education of the Cincinnati City School District thereby authorizing the City of Cincinnati to approve certain real and personal property tax exemptions and credits for the maximum periods and amounts permitted under state law and to provide to the Board of Education of the Cincinnati City School District certain compensation in exchange for such authorizations and the waiver of certain other rights under state law.

The purpose of this legislation is to authorize the City of Cincinnati to enter into an amendment of the Tax Incentive Agreement executed in 2020 with Cincinnati Public Schools (CPS). The purpose of the Tax Incentive Agreement is to memorialize the agreement of the City and CPS on terms related to the City offering tax incentives for economic development and outlining compensation to be paid to CPS. The current term of the Tax Incentive Agreement expires at the end of 2025.

The proposed amendment will extend the term of the Tax Incentive Agreement for five additional years under substantially similar terms. However, the amendment will also provide for the extension of the terms of eligible Tax Increment Finance (TIF) districts for an additional 15 years and will increase the portion of the service payments that CPS receives from the existing TIF districts from 27% to 33%. Under current property values this change will generate over \$5 million dollars in additional revenue for CPS per year. With this agreement the City will continue to have the flexibility necessary to offer competitive economic development incentives and will be able to leverage the longer term of the TIF districts to continue to invest in the growth and development of our City.

The Administration recommends passage of this ordinance.

Cc: William “Billy” Weber, Assistant City Manager

EMERGENCY

EVK

- 2025

APPROVING AND AUTHORIZING the City Manager to enter into a First Amendment to Tax Incentive Agreement with the Board of Education of the Cincinnati City School District thereby authorizing the City of Cincinnati to approve certain real and personal property tax exemptions and credits for the maximum periods and amounts permitted under state law and to provide to the Board of Education of the Cincinnati City School District certain compensation in exchange for such authorizations and the waiver of certain other rights under state law.

WHEREAS, municipal corporations are authorized under state law to approve certain exemptions from real and personal property taxation and to approve real property tax credits for the costs of abatement of certain nuisances; and

WHEREAS, certain state law provisions also grant to boards of education the right to approve certain terms relating to those exemptions and credits; and

WHEREAS, municipal corporations and boards of education may enter into negotiated agreements to provide for compensation to a board of education for taxes that would have been received by the board of education if not for certain property tax exemptions or credits approved by the municipal corporation and, in exchange for such compensation, state law permits a board of education to agree to and waive certain approvals and other rights granted to boards of education under state law in absence of such agreement with a municipal corporation; and

WHEREAS, the City and the Board of Education of the Cincinnati City School District (the “Board”) previously entered into a certain Tax Incentive Agreement, dated July 2, 1999, as amended by that certain First Amendment to Agreement, dated December 18, 2002, the term of which expired on December 31, 2019 (as amended, the “1999 Agreement”); and

WHEREAS, following the expiration of the 1999 Agreement, the City and the Board entered into a certain Tax Incentive Agreement, dated April 28, 2020, the term of which is set to expire on December 31, 2025 (the “2020 Agreement”); and

WHEREAS, the City and the Board now desire to amend the 2020 Agreement, as permitted under state law, to accommodate their mutual desire to continue to incentivize and attract growth within the City of Cincinnati in order to improve the welfare of its citizens and to memorialize their agreements on compensation to the Board for the related authorizations and waivers, including waiver by the Board of any right that the Board may have to certain City income tax revenues under R.C. Section 5709.82; and

WHEREAS, pursuant to R.C. Section 5709.40(C), municipal corporations may create incentive districts and declare “improvement[s]” (as defined in R.C. Section 5709.40(A)(4)) to parcels within those districts to be a public purpose and exempt from taxation for up to thirty years; and

WHEREAS, pursuant to R.C. Section 5709.40(L)(1), municipal corporations may extend by up to fifteen additional years the life of incentive districts created by ordinances originally adopted under R.C. Section 5709.40(C) before January 1, 2006; and

WHEREAS, pursuant to the 1999 Agreement, for incentive districts created prior to the expiration thereof, the Board agreed to accept payments in lieu of taxes (“PILOTs”) for 27 percent of service payments received by the City from such incentive districts; and

WHEREAS, pursuant to the 2020 Agreement, for incentive districts created after the expiration of the 1999 Agreement, the City and the Board agreed to increase the PILOTs to be paid to the Board to 33 percent of service payments received by the City from such incentive districts; and

WHEREAS, in consideration of the Board’s agreement to provide for the extension of the City’s eligible incentive districts for fifteen additional years pursuant to R.C. Section 5709.40(L)(1), the City and the Board desire to increase the PILOTs that the Board receives from the City’s incentive districts from 27 percent to 33 percent, with such increased PILOTs to be effective beginning calendar year 2025; and

WHEREAS, the City and the Board desire to amend the 2020 Agreement to (i) extend the term of the 2020 Agreement for a period of up to five years, (ii) increase the PILOTs received by the Board from the City’s incentive districts to 33 percent moving forward, and (iii) memorialize the Board’s authorization of the City to extend the exemption terms of its eligible incentive districts by up to fifteen years; and

WHEREAS, Council previously established certain tax incentive policies pursuant to Ordinance No. 384-2015, passed on December 9, 2015, Ordinance No. 275-2017, passed on September 27, 2017, and Ordinance No. 24-2022, passed on February 2, 2022 (collectively and as amended, the “VTICA Policies”), which incentivize applicants for real property tax exemptions to enter into therein-described voluntary tax incentive contribution agreements, and Council hereby reaffirms its commitment to the VTICA Policies and the aim of securing resources to invest in affordable housing and neighborhood improvements; 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 enter into a First Amendment to Tax Incentive Agreement with the Board of Education of the Cincinnati City School District (the “Board”), amending that certain Tax Incentive Agreement dated April 28, 2020 (the “Agreement”), and pursuant to which: (a) the parties will agree to amend the Agreement to extend the term of the Agreement by a period up to five years; (b) the parties will agree to extend the life of eligible incentive districts established by the City pursuant to R.C. Section 5709.40(C) for fifteen years; and (c) the City will agree, in consideration of such

authorization, approvals, and waivers and as more particularly set forth in the Agreement, as amended, to pay to the Board payments in lieu of taxes (“PILOTs”) equal to 33 percent of service payments received by the City from its incentive districts during the remaining term of such exemptions, with such increased PILOTs to be effective beginning calendar year 2025 (the “Amendment”).

Section 2. That Council authorizes the City Manager to, prior to execution, negotiate with the Board the terms for the Amendment that are acceptable in the City Manager’s discretion and consistent with the terms of this ordinance.

Section 3. That Council authorizes the appropriate City officials to take all necessary and proper actions as they deem necessary or appropriate to fulfill the terms of this ordinance and the Agreement and the Amendment.

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 Board and the City to enter into the Amendment at the earliest possible time to provide clarity on expected Board revenues under the Agreement, as will be amended, and for the betterment and enhancement of the City and the Board at the earliest possible time.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

August 4, 2025

To: Members of the Budget & Finance Committee 202501546

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – Authorizing the Execution and Implementation of the AFSCME Contract

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute and implement the labor management agreement between the City of Cincinnati and the American Federation of State, County and Municipal Employees, Locals 190, 223, 240, 250, 1543, and 3119, the updated terms of which are reflected in the attached summary.

The Human Resources Director has approved the request for this ordinance to authorize the City Manager to execute and implement the labor management agreement between the City and the American Federation of State, County and Municipal Employees (AFSCME), Locals 190, 223, 240, 250, 1543, and 3119. The City and AFSCME, through their respective negotiating teams, have reached tentative agreement on the terms of a successor Agreement. The tentative Agreement has a duration of three years beginning on August 3, 2025, and expiring on July 30, 2028.

The Administration recommends passage of this Emergency Ordinance.

cc: Latisha Hazell, HR Director

EMERGENCY

MSS

- 2025

AUTHORIZING the City Manager to execute and implement the labor management agreement between the City of Cincinnati and the American Federation of State, County and Municipal Employees, Locals 190, 223, 240, 250, 1543, and 3119, the updated terms of which are reflected in the attached summary.

WHEREAS, the current labor management agreement (“Agreement”) between the City of Cincinnati and the American Federation of State, County and Municipal Employees, Locals 190, 223, 240, 250, 1543, and 3119 (“AFSCME”) expired on August 2, 2025; and

WHEREAS, the City and AFSCME, through their respective negotiating teams, have reached tentative agreement on the terms of a successor Agreement, the updated terms of which are reflected in the attached summary; and

WHEREAS, the tentative Agreement has a duration of three years beginning on August 3, 2025, and expiring on July 30, 2028; and

WHEREAS, all employees in the AFSCME bargaining unit will receive a five percent increase to their base wage effective August 3, 2025, and a lump sum payment of \$1,500; a four percent increase to their base wage effective August 2, 2026, and a lump sum payment of \$1,500; and a three percent increase to their base wage effective August 1, 2027; and

WHEREAS, the health insurance premium caps will be adjusted to from \$200 to \$275 for a family plan and from \$85 to \$115 for a single plan; and

WHEREAS, the prescription drug tiers will be increased to \$15/\$30/\$40; and

WHEREAS, the terms and conditions of the successor Agreement as agreed to by the parties represent fair and equitable gains for both parties; now, therefore,

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

Section 1. That the City Manager is authorized to execute and implement the labor management agreement between the City and the American Federation of State, County and Municipal Employees, Locals 190, 223, 240, 250, 1543, and 3119, the updated terms of which are reflected in the attached summary.

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 implement a successor labor management agreement between the City and the American Federation of State, County and Municipal Employees, Locals 190, 223, 240, 250, 1543, and 3119, to replace the agreement that expired on August 2, 2025.

Passed: _____, 2025

Aftab Pureval, Mayor

Attest: _____
Clerk

**Summary of Tentative Agreement with
AFSCME
Locals 190, 223, 240, 250, 1543, and 3119**

Article 15: Observance of Holidays

- Employees that work 10- or 12-hour shifts will receive 10 or 12 hours of holiday time (dependent upon an employee's assigned shift)
- Specified that the birthday holiday is paid in one 8-hour block and must be taken in one 8-hour block

Article 16: Corrective Action

- Removed consultation as a form of discipline
- Added requirement that departments will notify the Union via email following the issuance of an oral reprimand
- Modified the process of assigning a Hearing Officer

Article 17: Grievances

- Added the ability to use an external mediator with mutual agreement
- Added cost-sharing with the Union for mediation services
- Clarified that written reprimands cannot be arbitrated and oral reprimands are not subject to the grievance process
- Added an allowance for department representatives to attend Step 3 grievance hearings to streamline the process

Article 19: Shift Differential

- Streamlined the process to clarify when an employee would be paid shift differential

Article 20: Filling of Positions

- Modified the process for posting a position for transfer to expedite the hiring process
- Increased the probation period for Traffic Aides Worker from 4 months to 12 months to provide adequate time for departments to train and evaluate staff

Article 21: Vacation

- Increased the advanced vacation purchase from 40 hours to 80 hours per year

Article 22: Health Insurance

- Increased the Family cap from \$200 to \$275
- Increased the Single cap from \$85 to \$115

Article 23: Sick Leave

- Updated Medical-Dental Leave to apply to spouses or parents of an employee
- Relocated “Sick without pay” leave from Article 25 to Article 23 to ensure consistency regarding physicians’ statements
- Clarified that SWP-F can only be used for a member of the immediate household that is related to the employee by blood or marriage
- Added "off-days" to patterned usage to ensure that departments can request a doctor’s note if an employee displays a pattern of calling off days adjacent to their off-day
- Adjusted SWP-Death from funeral leave to bereavement leave
- Clarified that employees may transfer sick leave from other public agencies in accordance with Revised Code Section 124.38

Article 24: Injury with Pay

- Clarified that a failure to attend scheduled appointments with Employee Health Services or the employee's provider may lead to termination of IWP benefits
- Added requirement that the City would make a good faith effort to find a light duty assignment on the employee's regular shift

Article 28: Longevity

- Increased longevity pay by \$200

Article 43: General Wage Increases

- 5% effective in the first year of the contract (August 3, 2025) and a \$1,500 lump sum payment to be paid in Pay Period 19
- 4% effective in the second year of the contract (August 2, 2026) and a \$1,500 lump sum payment to be paid in Pay Period 19
- 3% effective in the third year of the contract (August 1, 2027)

Article 47: Length of Contract

- 3-year agreement

Article 51: Deferred Compensation

- Increased the deferred compensation match from \$300 to \$500

Appendix G

- Added spousal surcharge of \$25 per month
- Increased the prescription tiers to \$15/\$30/\$40

- Updated the Anthem comparison charts to current charts

NEW-Sick Leave Donation Article

- Added an article allowing employees to donate up to 40 hours of sick leave per year via the City's Donated Time Program

NEW-Pay Stubs

- Added an Article specifying that employees may request copies of their pay stubs to ensure access for employees without email or a computer

NEW-CDL

- Added an Article clarifying the random drug testing process for employees that hold a CDL

**** A few articles, not described here, contained housekeeping changes. The remaining articles were not modified.**