City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final-revised

Budget, Finance & Governance Committee

Chairperson Jeff Cramerding
Vice Chair Evan Nolan
Councilmember Mark Jeffreys
Councilmember Anna Albi
Vice Mayor Jan-Michele Kearney
Councilmember Meeka Owens
Councilmember Scotty Johnson
Councilmember Seth Walsh
Councilmember Ryan James

Monday, March 9, 2026 **1:00 PM** **Council Chambers, Room 300**

AGENDA

TRANSFERS AND APPROPRIATIONS

1. 202600970 **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer of $1,300 within the General Fund for Vice Mayor Kearney's General Fund personnel operating budget account no. 050x029x7100 to Vice Mayor Kearney's General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

Sponsors: Kearney

Attachments: Transmittal
Ordinance

PAYMENTS

2. 202600968 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/4/2026, **AUTHORIZING** the payment of $154 from Clerk of Council General Fund non-personnel operating budget account no. 050x041x0000x7415 to Cincinnati Copiers Incorporated dba ProSource for printer and copier services provided from May 1, 2025, through May 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

Sponsors: City Manager

Attachments: Transmittal
Ordinance
Attachment

3. 202600966 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/4/2026, **AUTHORIZING** the payment of $5,878.77 to Terracon Consultants, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x272x2700x7289 for environmental sampling services at Firehouse 12 provided on behalf of the Office of Environment & Sustainability, pursuant to the attached then and now certificate from the Director of Finance.

Sponsors: City Manager

Attachments: Transmittal
Ordinance
Attachment

4. 202600967 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/4/2026, **AUTHORIZING** the payment of $13,335 to CCH Incorporated from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation for outstanding charges related to software licenses and maintenance services from January 1, 2026 through December 31, 2026.

Sponsors: City Manager

Attachments: Transmittal
Ordinance

DONATIONS

5. 202600969 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/4/2026, **AUTHORIZING** the City Manager to accept and appropriate a donation of $5,000 from the Cincinnati Blue Line Foundation to support police recruitment efforts by the Cincinnati Police Department; and **AUTHORIZING** the Director of Finance to deposit the donation into Public Safety Special Projects Fund 456, revenue account no. 456x8571.

Sponsors: City Manager

Attachments: Transmittal
Ordinance

CYBERSECURITY

6. 202600972 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/4/2026, **AUTHORIZING** the City Manager to adopt a cybersecurity program for the City of Cincinnati in compliance with Section 9.64 of the Ohio Revised Code.

Sponsors: City Manager

Attachments: Transmittal
Ordinance

MUNICIPAL CODE CHANGES

7. 202600971 **ORDINANCE**, submitted by Councilmember Owens, from Emily Smart Woerner, City Solicitor, **MODIFYING** the provisions of Chapter 108, "Administrative Services,' of the Cincinnati Municipal Code ("CMC") by **REPEALING** Section 108-9, "Press Passes," to streamline the CMC and to express the City's support of open and accessible municipal government.

Sponsors: Owens

Attachments: Transmittal
Ordinance

USE OF TIF FUNDS

8. 202600964 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 3/4/2026, **AUTHORIZING** the City Manager to execute a Funding Agreement with Pleasant Ridge Development Corporation to facilitate acquisition of real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of $2,052,800 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 (Pleasant Ridge TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 523x164x7400 to provide resources for the acquisition of real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of $80,000 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 (Pleasant Ridge TIF District) to the Department of Community and Economic Development personnel operating budget account no. 523x164x7100 to provide staffing resources in support of the acquisition of real property in the Pleasant Ridge neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the acquisition of real property to be a public purpose and constitute a "Public Infrastructure Improvement" (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 23 - Pleasant Ridge Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43. (Subject to the Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>). <https://www.cincinnati-oh.gov/law/ethics/city-business%3e).>

Sponsors: City Manager

Attachments: Transmittal
Ordinance
Attachment

CLOSEOUT

9. 202600991 **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, City Solicitor, **ESTABLISHING** new permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; **AUTHORIZING** the transfer of $200,000 from General Fund balance sheet reserve account no. 050x2582, "Housing and Economic Development Capital Project Reserve," to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of $200,000 from the unappropriated surplus of General Fund 050 to newly established permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; **AUTHORIZING** the City Manager to expend $200,000 from permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; and **DECLARING** such expenditure to serve a public purpose.

Sponsors: Kearney

Attachments: Transmittal
Ordinance

10. 202600992 **ORDINANCE (EMERGENCY)**, submitted by Vice Mayor Kearney, from Emily Smart Woerner, **AUTHORIZING** the transfer and appropriation of $92,371.67 from the unappropriated surplus of General Fund 050 to the City Manager's office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center for Closing the Health Gap's ("Center") Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year; **AUTHORIZING** the City Manager to expend $100,000 of existing resources from the City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center's Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year; and **DECLARING** that expenditures from the City Manager's Office non-personnel operating budget account no. 050x101x7400 to support the Center's Health Expo in 2026 and its numerous other impactful initiatives throughout the year are for a public purpose.

Sponsors: Kearney

Attachments: Transmittal
Ordinance

11. 202600973 **ORDINANCE (EMERGENCY)**, submitted by Councilmember Johnson, Vice Mayor Kearney and Councilmember James, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer of $100,000 from General Fund balance sheet reserve account no. 050x2581, "Reserve for Special Events Support," to the unappropriated surplus of General Fund 050; and **AUTHORIZIN**G the transfer and appropriation of $100,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time special events support of $100,000 to the Avondale Film Festival.

Sponsors: Johnson, Kearney and James

Attachments: Transmittal

Ordinance

12. 202600974 **ORDINANCE (EMERGENCY),** submitted by Councilmember James, Vice Mayor Kearney and Councilmembers Johnson, Owens and Walsh, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer of $490,000 from General Fund balance sheet reserve account no. 050x2535, "Reserve for Operating Budget Contingencies," to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of $420,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time funding of $210,000 each for the Immigrant & Refugee Law Center and the Access to Counsel program; and **AUTHORIZING** the transfer and appropriation of $70,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7400 to provide one-time funding for the West End Sports Bar & Grill.

Sponsors: James, Kearney, Johnson, Owens and Walsh

Attachments: Transmittal

Ordinance

MEMO

13. 202601063 **MEMO,** submitted by Councilmember Jeffreys, On February 2, 2026, Cincinnati City Council began the annual review of the City Manager with a multi-phase process, similar to the one we used two years ago in the last review. **PHASE ONE:** The City Manager presented her Year-End review in December 2025- a self-evaluation based on the previously reviewed and aligned categories. A copy of the presentation is attached. **(BALANCE ON FILE IN THE CLERKS OFFICE)**

Sponsors: Jeffreys

Attachments: Memo

Attachment

ADJOURNMENT

city of CINCINNATI

Interdepartmental Correspondence Sheet

202600970

Date: March 4, 2026

To: Vice Mayor Jan-Michele Lemon Kearney

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Emergency Ordinance – FY 2026 Office Budget Adjustments**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the transfer of $1,300 within the General Fund from Vice Mayor Kearney's General Fund personnel operating budget account no. 050x029x7100 to Vice Mayor Kearney's General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

EESW/IMD(dbr)
Attachment
4903-3640-2065

EMERGENCY

City of Cincinnati

IMD EESW

An Ordinance No. _____ - 2026

AUTHORIZING the transfer of $1,300 within the General Fund from Vice Mayor Kearney's General Fund personnel operating budget account no. 050x029x7100 to Vice Mayor Kearney's General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

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

Section 1. That $1,300 existing within Vice Mayor Kearney's General Fund personnel operating budget account no. 050x029x7100 is transferred to Vice Mayor Kearney's General Fund non-personnel operating budget account no. 050x029x7200 to realign the office budget for Vice Mayor Kearney.

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 ensure necessary funds for the operation of Vice Mayor Kearney's office.

Passed: _____, 2026

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

March 4, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager 202600968

Subject: **Emergency Ordinance – Clerk of Council: Then and Now Payment to ProSource**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the payment of $154 from Clerk of Council General Fund non-personnel operating budget account no. 050x041x0000x7415 to Cincinnati Copiers Incorporated dba ProSource for printer and copier services provided from May 1, 2025, through May 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

Approval of this Emergency Ordinance authorizes the payment of $154 from Clerk of Council General Fund non-personnel operating budget account no. 050x041x0000x7415 to Cincinnati Copiers Incorporated dba ProSource for printer and copier services provided from May 1, 2025, through May 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

The City of Cincinnati entered into a contract with Cincinnati Copiers Incorporated dba ProSource ("Contractor") on February 1, 2025, to provide leased printers, copiers, and related services to City departments. The Clerk of Council's Office received printer and copier services from May 1, 2025, through May 31, 2025, but insufficient funds were encumbered for the services provided during that period.

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 Contractor 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

E M E R G E N C Y

AEP

- 2026

AUTHORIZING the payment of $154 from Clerk of Council General Fund non-personnel operating budget account no. 050x041x0000x7415 to Cincinnati Copiers Incorporated dba ProSource for printer and copier services provided from May 1, 2025, through May 31, 2025, pursuant to the attached then and now certificate from the Director of Finance.

WHEREAS, on February 1, 2025, the City entered into a contract with Cincinnati Copiers Incorporated dba ProSource ("Contractor") to provide leased printers, copiers, and related services to the City's departments; and

WHEREAS, pursuant to the terms of the contract, the Clerk's Office received printer and copier services from May 1, 2025, through May 31, 2025, but insufficient funds were encumbered for the services during that period; and

WHEREAS, Contractor has invoiced the Clerk's Office $154 beyond the funds originally encumbered for services received from May 1, 2025, through May 31, 2025; and

WHEREAS, pursuant to Ohio Revised Code 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 pay Contractor $154 for printer and copier services received from May 1, 2025, through 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 from Clerk of Council General Fund non-personnel operating budget account no. 050x041x0000x7415 to Cincinnati Copiers Incorporated dba ProSource ("Contractor") for printer and copier services provided from May 1, 2025, through 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 Contractor for the outstanding charges in a timely manner.

Passed:_____, 2026

_____
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, on February 1, 2025, the City entered into a contract with Cincinnati Copiers Incorporated dba ProSource ("Contractor") to provide leased printers, copiers, and related services to the City's departments; and

WHEREAS, this contract has been amended and is now effective through December 31, 2026;

WHEREAS, pursuant to the terms of the contract, the Clerk's Office received printer and copier services from May 1, 2025, through May 31, 2025, but insufficient funds were encumbered for the services in that period; and

WHEREAS, Contractor has invoiced the Clerk's Office $154.00 beyond the funds originally encumbered for services received from May 1, 2025, through May 31, 2025; and

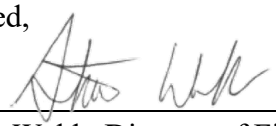
WHEREAS, funds were appropriated and available in Clerk of Council General Fund non-personnel operating budget account no. 050x041x0000x7415 to provide payment for these charges at the time they were authorized and incurred, and the resources remain available in the account; and

WHEREAS, Contractor has received payment up to the amount of the original certification for the services provided, but has not received the remaining $154.00;

NOW, THEREFORE,

1. As of February 1, 2025, and as of the date this certificate was executed, I verify that the City Treasury held a sufficient sum that was appropriated and available for the purpose of paying for goods and services rendered under the City's contract with Cincinnati Copiers Incorporated dba ProSource. 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 Cincinnati Copiers Incorporated dba ProSource during this time period.

Signed,



Steve Webb, Director of Finance
City of Cincinnati

Date: 2/25/2026

4922-9948-6865, v. 1

city of CINCINNATI
Interdepartment Correspondence Sheet

March 4, 2026

To: Mayor and Members of City Council

202600966

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Fire: Then & Now Payment to Terracon Consultants, Inc.**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the payment of $5,878.77 to Terracon Consultants, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x272x2700x7289 for environmental sampling services at Firehouse 12 provided on behalf of the Office of Environment & Sustainability, pursuant to the attached then and now certificate from the Director of Finance.

Approval of this Emergency Ordinance authorizes the payment of $5,878.77 to Terracon Consultants, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x272x2700x7289 for environmental sampling at Firehouse 12 provided on behalf of the Office of Environment & Sustainability, pursuant to the attached then and now certificate from the Director of Finance.

The City has a Master Services Agreement (MSA) (107 35x0017) with Terracon Consultants, Inc. for environmental services, which has been amended and is now effective through December 31, 2026. Pursuant to the MSA, the City entered into Work Order MAC0001941 for environmental sampling services at Firehouse 12, effective between January 28, 2025, and December 31, 2025. The total amount invoiced by Terracon Consultants, Inc. for the environmental sampling services was $15,878.77, but only $10,000 was originally encumbered, necessitating a then and now certificate for the remaining $5,878.77.

Pursuant to Ohio Revised Code (ORC) Section 5705.41(D)(1), the Director of Finance issued the attached certificate, 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 Terracon Consultants, 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

Attachment

E M E R G E N C Y

AEP

- 2026

AUTHORIZING the payment of $5,878.77 to Terracon Consultants, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x272x2700x7289 for environmental sampling services at Firehouse 12 provided on behalf of the Office of Environment & Sustainability, pursuant to the attached then and now certificate from the Director of Finance.

WHEREAS, the City has a Master Services Agreement (107 35x0017) (the "Agreement") with Terracon Consultants, Inc. ("Contractor") for environmental services, which has been amended and is now effective through December 31, 2026; and

WHEREAS, pursuant to the Agreement, the City entered into Work Order MAC0001941 for environmental sampling services at Firehouse 12, effective between January 28, 2025 and December 31, 2025; and

WHEREAS, the Office of Environment & Sustainability certified $10,000 for this work, but this amount was insufficient to cover the entirety of the labor and sampling services provided by Contractor; and

WHEREAS, a total of $15,878.77 was invoiced for services provided, requiring a then and now certificate for the $5,878.77 exceeding the encumbrance; and

WHEREAS, pursuant to Ohio Revised Code 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 pay Contractor $5,878.77 for the outstanding charges for environmental sampling services at Firehouse 12; 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 $5,878.77 to Terracon Consultants, Inc. from Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x272x2700x7289 for environmental sampling services at Firehouse 12 provided on behalf of the Office of Environment & Sustainability, pursuant to the attached then and now certificate from the Director of Finance.

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 Terracon Consultants, Inc. for the outstanding charges in a timely manner.

Passed:_____, 2026

_____
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 Master Services Agreement beginning on February 23, 2023, with Terracon Consultants, Inc. ("Contractor") for environmental services; and

WHEREAS, this contract has been amended and is now effective through December 31, 2026;

WHEREAS, pursuant to the Master Services Agreement, the City entered into Work Order Number MAC0001941 for environmental sampling services at Firehouse 12, which was effective from January 28, 2025through December 31, 2025; and

WHEREAS, $10,000 was properly certified to the contract for the project, but this amount was insufficient to cover the entirety of the labor and sampling services provided by the Contractor;

WHEREAS, pursuant to the terms of the Master Services Agreement and Work Order, Contractor provided the City with environmental sampling services amounting to $15,878.77; and

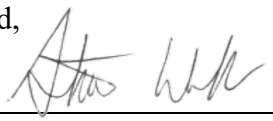
WHEREAS, funds were appropriated and available in 050x272x2700x7289 to provide payment for these charges at the time they were authorized and incurred, and the resources remain available in the account; and

WHEREAS, Contractor has received payment up to the amount of the original certification for the services provided, but has not received the remaining $5,878.77;

NOW, THEREFORE,

1. As of January 28, 2025, and as of the date this certificate was executed, I verify that the City Treasury held a sufficient sum that was appropriated and available for the purpose of paying for goods and services rendered under the City's contract with Terracon Consultants, 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 Terracon Consultants, Inc. during this time period.

Signed,



Steve Webb, Director of Finance
City of Cincinnati

Date: 2/24/2026

4930-8957-5056, v. 1

city of CINCINNATI
Interdepartment Correspondence Sheet

March 4, 2026

To: Mayor and Members of City Council

202600967

From: Sheryl M. M. Long, City Manager

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

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the payment of $13,335 to CCH Incorporated from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation for outstanding charges related to software licenses and maintenance services from January 1, 2026 through December 31, 2026.

Approval of this Emergency Ordinance authorizes the payment of $13,355 from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation to CCH Incorporated for outstanding charges related to software licenses and maintenance services from January 1, 2026 through December 31, 2026. Sufficient funds exist in the account to make the payment.

CCH Incorporated provides software licenses and maintenance services that are critical to the Finance Department's preparation of the Annual Comprehensive Financial Report (ACFR). Due to procurement and contract development delays, an agreement with CCH Incorporated was not executed prior to the start of the service period on January 1, 2026.

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

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

E M E R G E N C Y

AEP

-2026

AUTHORIZING the payment of $13,335 to CCH Incorporated from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation for outstanding charges related to software licenses and maintenance services from January 1, 2026 through December 31, 2026.

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

WHEREAS, due to procurement and contract development delays, an agreement with CCH Incorporated was not executed prior to the start of the service period on January 1, 2026; and

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

WHEREAS, Council desires to pay to CCH Incorporated for outstanding charges of $13,335 related to software licenses and maintenance services from January 1, 2026 through December 31, 2026; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay $13,335 to CCH Incorporated from General Fund Audit and Examiners Fees Non-Departmental non-personnel operating budget account no. 050x941x0000x7418 as a moral obligation for outstanding charges related to software licenses and maintenance services from January 1, 2026 through December 31, 2026.

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

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

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

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

March 4, 2026

To: Mayor and Members of Council

From: Sheryl M. M. Long, City Manager 202600969

Subject: **Emergency Ordinance – Police: Acceptance of Monetary Donation from the Cincinnati Blue Line Foundation**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to accept and appropriate a donation of $5,000 from the Cincinnati Blue Line Foundation to support police recruitment efforts by the Cincinnati Police Department; and **AUTHORIZING** the Director of Finance to deposit the donation into Public Safety Special Projects Fund 456, revenue account no. 456x8571.

This Emergency Ordinance authorizes the City Manager to accept and appropriate a donation of $5,000 from the Cincinnati Blue Line Foundation to support police recruitment efforts by the Cincinnati Police Department. This Emergency Ordinance also authorizes the Director of Finance to deposit the donation into Public Safety Special Projects Fund 456, revenue account no. 456x8571.

The Cincinnati Blue Line Foundation has generously offered to donate $5,000 to support police recruitment efforts by the Cincinnati Police Department.

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" 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 Cincinnati Blue Line Foundation.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

E M E R G E N C Y

JWF

- 2026

AUTHORIZING the City Manager to accept and appropriate a donation of $5,000 from the Cincinnati Blue Line Foundation to support police recruitment efforts by the Cincinnati Police Department; and **AUTHORIZING** the Director of Finance to deposit the donation into Public Safety Special Projects Fund 456, revenue account no. 456x8571.

WHEREAS, the Cincinnati Blue Line Foundation has generously offered to donate $5,000 to support police recruitment efforts by the Cincinnati Police Department; and

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

WHEREAS, supporting police recruitment efforts is in accordance with the "Collaborate" goal to "[w]ork in synergy with the Cincinnati community" 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 $5,000 from the Cincinnati Blue Line Foundation to support police recruitment efforts by the Cincinnati Police Department.

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 Cincinnati Blue Line Foundation.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

Date: March 4, 2026

To: Mayor and the Members of City Counsel

From: Sheryl M. M. Long, City Manager

202600972

Subject: **Emergency Ordinance – Cybersecurity Program**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to adopt a cybersecurity program for the City of Cincinnati in compliance with Section 9.64 of the Ohio Revised Code.

Attachment
4903-9390-7602

EMERGENCY

City of Cincinnati

IMD EESW

An Ordinance No. _____ - 2026

AUTHORIZING the City Manager to adopt a cybersecurity program for the City of Cincinnati in compliance with Section 9.64 of the Ohio Revised Code.

WHEREAS, Ohio Revised Code ("R.C.") 9.64, enacted through House Bill 96 and effective September 30, 2025, requires the legislative authority of each political subdivision to adopt a cybersecurity program that safeguards the political subdivision's data, information technology, and information technology resources to ensure availability, confidentiality, and integrity; and

WHEREAS, R.C. 9.64 requires that such cybersecurity program be consistent with generally accepted best practices for cybersecurity, including, but not limited to, the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Center for Internet Security (CIS) cybersecurity best practices; and

WHEREAS, R.C. 9.64 further establishes requirements related to incident reporting, legislative approval of ransomware payments, and the treatment of cybersecurity-related records under Ohio law; and

WHEREAS, the Ohio Auditor of State has issued guidance directing political subdivisions to formally adopt a cybersecurity program through legislative action; and

WHEREAS, the City recognizes the importance of safeguarding its data, information technology systems, and information technology resources against cybersecurity threats and ransomware incidents; and

WHEREAS, in accordance with Administrative Regulation 45, implemented by the City Manager on June 17, 2010, the City's Department of Enterprise Technology Solutions (ETS) has long maintained an Information Security Policy that is consistent with generally accepted cybersecurity best practices and aligned with the requirements set forth in R.C. 9.64; now, therefore,

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

Section 1. That the City Manager is authorized to adopt a cybersecurity program in compliance with Ohio Revised Code ("R.C.") 9.64 to safeguard the City's data, information technology, and information technology resources to ensure availability, confidentiality, and integrity consistent with generally accepted best practices.

Section 2. That the Department of Enterprise Technology Solutions (ETS) or its successor is designated as the department that is responsible for the administration, implementation, oversight, and periodic review of the City's cybersecurity program to ensure continued compliance with R.C. 9.64 and generally accepted cybersecurity best practices.

Section 3. That the appropriate City officials are authorized to do all things necessary and proper to comply with the terms of Section 1, and to implement, administer, maintain, and update the cybersecurity program as necessary to ensure continued compliance with R.C. 9.64.

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 comply with R.C. 9.64.

Passed _____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

E M E R G E N C Y

IMD

- 2026

AUTHORIZING the City Manager to adopt a cybersecurity program for the City of Cincinnati in compliance with Section 9.64 of the Ohio Revised Code.

WHEREAS, Ohio Revised Code ("R.C.") 9.64, enacted through House Bill 96 and effective September 30, 2025, requires the legislative authority of each political subdivision to adopt a cybersecurity program that safeguards the political subdivision's data, information technology, and information technology resources to ensure availability, confidentiality, and integrity; and

WHEREAS, R.C. 9.64 requires that such cybersecurity program be consistent with generally accepted best practices for cybersecurity, including, but not limited to, the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Center for Internet Security (CIS) cybersecurity best practices; and

WHEREAS, R.C. 9.64 further establishes requirements related to incident reporting, legislative approval of ransomware payments, and the treatment of cybersecurity-related records under Ohio law; and

WHEREAS, the Ohio Auditor of State has issued guidance directing political subdivisions to formally adopt a cybersecurity program through legislative action; and

WHEREAS, the City recognizes the importance of safeguarding its data, information technology systems, and information technology resources against cybersecurity threats and ransomware incidents; and

WHEREAS, in accordance with Administrative Regulation 45, implemented by the City Manager on June 17, 2010, the City's Department of Enterprise Technology Solutions (ETS) has long maintained an Information Security Policy that is consistent with generally accepted cybersecurity best practices and aligned with the requirements set forth in R.C. 9.64; now, therefore,

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

Section 1. That the City Manager is authorized to adopt a cybersecurity program in compliance with Ohio Revised Code ("R.C.") 9.64 to safeguard the City's data, information technology, and information technology resources to ensure availability, confidentiality, and integrity consistent with generally accepted best practices.

Section 2. That the Department of Enterprise Technology Solutions (ETS) or its successor is designated as the department that is responsible for the administration, implementation, oversight, and periodic review of the City's cybersecurity program to ensure continued compliance with R.C. 9.64 and generally accepted cybersecurity best practices.

Section 3. That the appropriate City officials are authorized to do all things necessary and proper to comply with the terms of Section 1, and to implement, administer, maintain, and update the cybersecurity program as necessary to ensure continued compliance with R.C. 9.64.

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 comply with R.C. 9.64.

Passed _____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

4903-9390-7602, v. 1

city of CINCINNATI

Interdepartmental Correspondence Sheet

20260971

Date: March 4, 2026

To: Councilmember Meeka Owens

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Ordinance – Repealing CMC 108-9**

Transmitted herewith is an ordinance captioned as follows:

MODIFYING the provisions of Chapter 108, "Administrative Services," of the Cincinnati Municipal Code ("CMC") by **REPEALING** Section 108-9, "Press Passes," to streamline the CMC and to express the City's support of open and accessible municipal government.

EESW/CNS(dbr)
Attachment
4929-0861-2496

City of Cincinnati

CNS EESW

An Ordinance No. _____ - 2026

MODIFYING the provisions of Chapter 108, "Administrative Services," of the Cincinnati Municipal Code ("CMC") by **REPEALING** Section 108-9, "Press Passes," to streamline the CMC and to express the City's support of open and accessible municipal government.

WHEREAS, Section 108-9, "Press Passes," of the Cincinnati Municipal Code ("CMC") authorizes "[t]he director of safety or the person designated by the director of safety . . . to issue press passes to members of the news media and to adopt regulations for the use of and to set the fee for press passes"; and

WHEREAS, the City no longer issues press passes nor charges any fees related to the issuance of press passes, as most news organizations and media outlets provide press credentials for their employees; and

WHEREAS, Council recognizes the importance of open and accessible municipal government to the citizens of Cincinnati and supports transparency with media outlets; and

WHEREAS, the City has determined that CMC Section 108-9 is no longer necessary, is not currently utilized in practice, and should be repealed to streamline and eliminate an obsolete provision from the CMC; now, therefore,

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

Section 1. That existing Section 108-9, "Press Passes," of Chapter 108 of the Cincinnati Municipal Code is repealed.

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

Passed: _____, 2026

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

March 4, 2026

To: Mayor and Members of City Council

202600964

From: Sheryl M.M. Long, City Manager

Subject: **Emergency Ordinance – 6130, 6134, 6136, and 6146 Montgomery Road Acquisition – Pleasant Ridge Development Corporation**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Funding Agreement with Pleasant Ridge Development Corporation to facilitate acquisition of real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of $2,052,800 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 (Pleasant Ridge TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 523x164x7400 to provide resources for the acquisition of real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of $80,000 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 (Pleasant Ridge TIF District) to the Department of Community and Economic Development personnel operating budget account no. 523x164x7100 to provide staffing resources in support of the acquisition of real property in the Pleasant Ridge neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the acquisition of real property to be a public purpose and constitute a "Public Infrastructure Improvement" (as defined in Ohio Revised Code Section 5709.40(A)(8)) that will benefit and/or serve the District 23 - Pleasant Ridge Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

STATEMENT

The Pleasant Ridge Development Corporation ("PRDC" or the "Developer") intends to acquire the real properties located at 6130, 6134, 6136, and 6146 Montgomery Road (collectively, the "Property") to redevelop key parcels in the Pleasant Ridge Neighborhood Business District. By investing in the acquisition of the Property, the City of Cincinnati ("the City") would unlock nearly two acres of development potential, enabling a dedicated Community Development Corporation (CDC) to gain site control and catalyze neighborhood transformation.

BACKGROUND/CURRENT CONDITIONS

For over a decade, PRDC has strategically acquired properties near and within the business district to revitalize key sites. In 2019, the organization secured a $375,000 grant through the City's Neighborhood Business District Improvement Program (NBDIP) to acquire land adjacent to the Property at 6114 Montgomery Road. In 2024, PRDC partnered with the Port to secure a $28,882 grant through the Ohio Department of Development's Building Demolition and Site Revitalization Program and subsequently demolished 6114 Montgomery Road to prepare the sites for future redevelopment.

Combined with 6114 Montgomery Road, the Property represents 1.9 acres of critical development potential positioned to transform the Pleasant Ridge Neighborhood Business District. Acquisition of these parcels would enable PRDC to pursue a collaborative redevelopment of the full assembled site. There are currently two businesses operating on the Property; PRDC is committed to working with the existing tenants throughout the acquisition process to support their continued success.

This request has broad community support. The Pleasant Ridge Development Corporation passed a resolution in support on September 11, 2025, and the Pleasant Ridge Community Council voted in favor on October 7, 2025 (24 yes, 2 no, 1 abstention). On October 8, 2025, PRDC, the Community Council, and the Pleasant Ridge Business Association submitted a joint letter of support. The City also hosted a Community Engagement Meeting to gather public feedback; results are available here: https://www.cincinnati-oh.gov/planning/community-engagement/past-community-engagement-meetings/community-engagement-meeting-for-montgomery-road-properties/.

DEVELOPER INFORMATION

PRDC is a local nonprofit founded in 1994 that collaborates with the Pleasant Ridge Community Council and Business Association to advance the development and enhancement of the neighborhood. In 31 years of operation, they have leveraged over $2.4 million in public funds to drive tens of millions of dollars in neighborhood investment.

Key accomplishments include the redevelopment of 6099 Montgomery Road, now home to Goodfellas Pizza, Nine Giant, Hello Honey, and Fermentorium. They also played a central role in The Ridge, a $30 million mixed-use development that created 83 new housing units. Recently, PRDC was awarded $88,814 through NBDIP to acquire 6100 Montgomery Road, a property located a few blocks from the subject parcels, which was purchased and demolished in 2024. They also acquired 6110 Ridge Avenue for $425,000, marketing it for business operation and capital investment. PRDC continues to partner with neighborhood organizations to advance quality housing, commercial vitality, and pedestrian safety in Pleasant Ridge.

PROPOSED INCENTIVE

The Administration recommends $2,052,800 to fund the Developer for TIF District-eligible costs related to acquisition of the Property. The ordinance also provides $80,000 for City personnel costs associated with project administration and oversight.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: Project Outline and Proposed Incentive

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

Project Outline

Project Name	6130, 6134, 6136, and 6146 Montgomery Road Acquisition – Pleasant Ridge Development Corporation
Street Address	6130, 6134, 6136, and 6146 Montgomery Road Acquisition, Cincinnati, OH 45213
Neighborhood	Pleasant Ridge
Project Type	Property Acquisition
Project Cost	Acquisition Costs: $2,052,800 Total Project Cost: $2,052,800
Private Investment	Developer Equity: $31,250
Sq. Footage	15,470 sq ft – Commercial
Location and Transit	Walk Score: 75 Transit Score: 41
Community Engagement	Community Council voted in support on October 7, 2025. Letter of support from Pleasant Ridge Development Corporation, Pleasant Ridge Community Council, and Pleasant Ridge Business Association dated October 8, 2025. Community Engagement Meeting held on December 17, 2025.
Plan Cincinnati Goals	Compete Initiative Area Goal (p. 114-117)

Project Image and Site Map

Proposed Incentive

Property Transaction Types	Direct Funding – District TIF
TIF District Grant	$2,052,800

E M E R G E N C Y

ZDS

- 2026

AUTHORIZING the City Manager to execute a Funding Agreement with Pleasant Ridge Development Corporation to facilitate acquisition of real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of $2,052,800 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 (Pleasant Ridge TIF District) to the Department of Community and Economic Development non-personnel operating budget account no. 523x164x7400 to provide resources for the acquisition of real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati; **AUTHORIZING** the transfer and appropriation of $25,000 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 (Pleasant Ridge TIF District) to the Department of Community and Economic Development personnel operating budget account no. 523x164x7100 to provide staffing resources in support of the acquisition of real property in the Pleasant Ridge neighborhood of Cincinnati; and further **DECLARING** expenditures from such project account related to the acquisition of real property to be a public purpose and constitute a "Public Infrastructure Improvement" (as defined in Ohio Revised Code ("R.C.") Section 5709.40(A)(8)) that will benefit and/or serve the District 23 - Pleasant Ridge Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, Pleasant Ridge Development Corporation ("Developer") desires to acquire certain real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati, which property is more particularly described in the Funding Agreement attached as Attachment A hereto (the "Property"), for the eventual marketing and disposal of such property for its ultimate redevelopment (the "Project"); and

WHEREAS, the City's Department of Community and Economic Development has recommended that the City provide a grant to Developer in an amount of up to $2,052,800 in support of the Project; and

WHEREAS, pursuant to Ordinance No. 515-2019, passed by Council on December 18, 2019, the City created District 23 - Pleasant Ridge Incentive District (the "TIF District") to, in part, fund "Public Infrastructure Improvement[s]" as defined in R.C. Section 5709.40(A)(8), that benefit and/or serve the TIF District, including acquisition of real property in aid of industry, commerce, distribution, or research; and

WHEREAS, the Property is located within the boundaries of the TIF District; and

WHEREAS, Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its

political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange, or otherwise dispose of, property, structures, equipment and facilities for industry, commerce, distribution, and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement, or equipment of such property, structures, equipment, and facilities; and

WHEREAS, the City believes that the economic benefits of the Project will benefit and/or serve the TIF District; is in the vital and best interests of the City and health, safety, and welfare of its residents; and is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, providing resources for acquisition of property by Developer is in accordance with the "Compete" goal to "[c]ultivate our position as the most vibrant and economically healthiest part of our region" as well as the strategy to "[t]arget investment to geographic areas where there is already economic activity" as described on pages 114-120 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a Funding Agreement with Pleasant Ridge Development Corporation ("Developer"), in substantially the form attached to this ordinance as Attachment A (the "Agreement"), pursuant to which: (a) Developer will acquire certain real property located at 6130, 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati, which property is more particularly described in the Agreement (the "Property"), for the eventual marketing and disposal of the Property for its ultimate redevelopment (the "Project"), and (b) the City will make a grant of up to $2,052,800 to Developer in support of the Project, on the terms and conditions contained within the Agreement.

Section 2. That the transfer and appropriation of $2,052,800 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 to Department of Community and Economic Development non-personnel operating budget account no. 523x164x7400 is authorized to provide resources in the form of a grant to finance the Project, as allowable by Ohio law and as further described in the Agreement.

Section 3. That the transfer and appropriation of $25,000 from the unappropriated surplus of Pleasant Ridge Equivalent Fund 523 to Department of Community and Economic Development personnel operating budget account no. 523x164x7100 is authorized to provide staffing resources in support of the Project, as allowable by Ohio law.

Section 4. That Council hereby declares that the Project (a) serves a public purpose, and (b) constitutes a "Public Infrastructure Improvement" (as defined in Ohio Revised Code ("R.C.") Section 5709.40(A)(8)), that will benefit and/or serve the District 23 - Pleasant Ridge Incentive District, subject to compliance with R.C. Sections 5709.40 through 5709.43.

Section 5. That Council authorizes the appropriate City officials to take all necessary and proper actions as they deem necessary or appropriate to fulfill the terms of this ordinance and the Agreement, including, without limitation, executing any and all closing documents, agreements, amendments, and other instruments pertaining to the Project.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable Developer to move forward with the closing and acquisition of the Property and commencement of the Project as soon as possible, which will result in the stimulation of economic growth in the Pleasant Ridge neighborhood at the earliest possible date.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

4913-3245-9410, v. 2

Contract No. _____

FUNDING AGREEMENT

by and between

CITY OF CINCINNATI,
an Ohio municipal corporation

and

PLEASANT RIDGE DEVELOPMENT CORPORATION,
an Ohio nonprofit corporation

Project Name: 6130, 6134, 6136, and 6146 Montgomery Road Acquisition
(grant for the acquisition of real property located at Pleasant Ridge)

Date: _____, 2026

FUNDING AGREEMENT

(6130, 6134, 6136, and 6146 Montgomery Road Acquisition)

This FUNDING AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **PLEASANT RIDGE DEVELOPMENT CORPORATION**, an Ohio nonprofit corporation, P.O. Box 128705, Cincinnati, Ohio 45212 ("**Developer**").

Recitals:

A. Pursuant to a *Purchase and Sale Agreement* dated April 2, 2025, between Developer and Pleasant Ridge Investors, LLC ("**Seller**"), as may be amended, Developer has obtained the right to purchase the real property located at 6130**,** 6134, 6136, and 6146 Montgomery Road in the Pleasant Ridge neighborhood of Cincinnati, which property is more particularly described on Exhibit A (*Site Plan & Legal Description*) hereto (the "**Property**").

B. Developer desires to complete certain due diligence and, subject to Developer's satisfaction with its review of any such due diligence materials, thereafter, acquire the Property, as further described on Exhibit B (*Statement of Work and Budget*) hereto (the "**Project**").

C. Following Developer's acquisition of the Property, Developer has agreed to (i) market the Property to a third-party developer or end-user of the Property, (ii) propose a redevelopment plan for the Property, and (iii) cause the redevelopment of the Property in order to transform the Property to a more productive use that will stimulate economic growth and help revitalize the Pleasant Ridge neighborhood, as further described in Exhibit B (the "**Future Project**").

D. To facilitate both the Project and the Future Project, and to promote the economic feasibility thereof, the City, upon the recommendation of the City's Department of Community and Economic Development ("**DCED**"), desires to provide financial assistance for the Project, including a cash grant in an amount not to exceed $2,052,800 (the "**Funds**"), which the City will make available at Closing (as defined below) for the purpose of acquiring the Property, as further described in Exhibit B, subject to the terms and conditions of this Agreement.

E. The City believes that the Project is (i) in the vital and best interests of the City and the health, safety, and welfare of its residents; and (ii) consistent with the public purpose and provisions of applicable federal, state, and local laws and requirements.

F. Section 13 of Article VIII of the Ohio Constitution provides that, in order to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, or not-for-profit corporations designated by them, to acquire, construct, enlarge, improve or equip, and to sell, lease, exchange, or otherwise dispose of, property, structures, equipment and facilities for industry, commerce, distribution and research, and to make loans and to provide moneys for the acquisition, construction, enlargement, improvement or equipment of such property, structures, equipment, and facilities.

G. Execution of this Agreement on behalf of the City was authorized by Ordinance No. _____-2026, passed by City Council on _____, which appropriated funds for the acquisition of the Property, which the City has determined constitutes a Public Infrastructure Improvement (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 23 – Pleasant Ridge Incentive District.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and the other good and valuable consideration herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date, and unless sooner terminated as herein provided, shall end on the date Developer has satisfied all obligations to the City under this Agreement, including the Future Project (the "**Term**"). Any and all obligations of Developer that have accrued but have not been fully performed as of such termination or expiration date shall survive such termination or expiration until fully performed.

2. Project.

(A) Project and Due Diligence. Developer shall complete all work in accordance with Exhibit B and provide copies of all Due Diligence Materials (as defined below) in accordance with Section 4(B) below.

(B) Indoor Air Sampling. Upon request by the City and no later than 30 days after the Effective Date, Developer shall perform indoor air sampling for the environmental condition of the Property, in addition to any sampling conducted pursuant to a Phase I Environmental Site Assessment or Phase II Environmental Site Assessment, in a manner and location(s) approved by the City in its sole and absolute discretion.

(C) Acquisition of Property. Upon Developer's and the City's approval of the Due Diligence Materials, and subject to the terms and conditions of this Agreement, Developer shall close on the purchase of the Property from the Seller (the "**Closing**") not later than March 31, 2026, or on such earlier or later date as the parties agree. Developer warrants that, at Closing, Developer shall obtain fee simple title to the Property, free and clear of all liens and encumbrances except for recorded encumbrances, if any, that will not impair or impede the completion of the Project or the Future Project, as more particularly described on Exhibit B. At Closing, Developer shall execute all customary closing documents and provide copies to the City. Developer shall be responsible for all costs of Closing, including, without limitation, closing, escrow, and recording fees and any other commercially reasonable costs or expenses necessary to complete the transaction contemplated by this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, and thereafter neither party shall have any right or obligations to the other, if for any reason the Closing does not occur by April 30, 2026; *provided however*, upon Developer's request, the Director of DCED may, in her sole and absolute discretion, extend such timeframe by providing written notice to Developer.

3. Future Project. Following Closing, Developer shall diligently market the Property for sale or lease to a developer, or end-user in accordance with Exhibit B. Developer shall identify an end-user for the Property and submit to the City for its approval, which approval may be withheld in the City's sole and absolute discretion, its proposed end-user of the Property along with a plan for the redevelopment of the Property no later than 60 months from Closing (the "**Disposition Date**"), *provided however* upon Developer's request and at the DCED Director's sole and absolute discretion, the City may extend the Disposition Date by up to 12 months by providing written notice to Developer. Developer shall market the Property with the intent that the Property be redeveloped into the Future Project, as more particularly described on Exhibit B. Notwithstanding the foregoing, Developer hereby acknowledges that it has not entered into any agreement, including, without limitation, contracts, letters of intent, or memoranda of understanding, regarding the Future Project, and Developer shall not enter into such an agreement regarding the Future Project without the City's prior written approval, nor shall Developer sell, transfer, or convey any interest in the Property without the City's prior written consent, which may be withheld in the City's sole and absolute discretion (the "**Future Project Covenant**"). At the Closing, Developer shall execute a Restrictive Covenant memorializing the Future Project Covenant, substantially in the form of Exhibit C (*Form of Restrictive Covenant*) hereto, and record said Restrictive Covenant in the real property records of Hamilton County, Ohio Records, all at Developer's expense. Developer shall provide a time-stamped copy of the recorded Restrictive Covenant to DCED within 3 days after its recording.

4. City Financial Assistance. Provided that Developer and the City are satisfied with the Due Diligence Materials, and subject to the terms and conditions of this Agreement, the City agrees to provide the Funds to Developer for the Project. For the avoidance of doubt, Developer shall not use any portion of the Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. Except for the City's agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the completion of the Project.

(A) Use of Funds. The Funds shall be used for the acquisition of the Property and associated costs, as itemized on Exhibit B, and for no other purpose. Following the City's approval or waiver of the Due Diligence Materials, the City shall transfer the Funds to Summit Title Co. (the "**Escrow Agent**"), along with a closing escrow instruction letter detailing the conditions for release of the Funds at Closing. Following the City's approval or waiver of the Due Diligence Materials, in the City's sole and absolute discretion, and within 30 days of the City's receipt of a proper payment voucher, the City will instruct the Escrow Agent to release the Funds to Developer at Closing to facilitate Developer's purchase of the Property from Seller. The City shall not disburse any portion of the Funds to Developer in advance of the Closing. If the amount of funds necessary to finance the acquisition is less than the amount specified in Exhibit B, then the amount of Funds made available by the City under this Agreement shall be reduced to such lesser amount, in which case Developer shall return to the City

any Funds disbursed by the City in excess of the amount required to acquire the Property. Notwithstanding the foregoing, nothing herein shall prevent Developer from seeking a reimbursement for its costs associated with acquiring the Property after Closing in lieu of having the Funds disbursed to the Escrow Agent, *provided that* (i) Developer has provided the Due Diligence Materials (as defined below) to the City and the City has approved the same, (ii) all other requirements for disbursement of the Funds have been satisfied, and (iii) Developer submits a completed draw request with all additional documentation requested by the City.

(B) Conditions Precedent to Disbursement. The obligation of the City to disburse any portion of the Funds is subject to the satisfaction or waiver in the City's sole and absolute discretion, of all of the following items (the "**Due Diligence Materials**"), which Developer shall deliver to the City:

(i) Site Control and Evidence of Clear Title. Developer shall present evidence, satisfactory to the City, that Developer will acquire marketable title to the Property in fee simple absolute, and that said title is free, clear, and unencumbered;

(ii) Survey. Developer shall present evidence that it has obtained a survey of the Property and new legal descriptions to ensure Developer is receiving marketable title to the Property;

(iii) Title Commitment. Developer shall provide a commitment of title insurance for the Property, including an ALTA property survey of the Property, obtained by Developer and acceptable to the City, evidencing the title company's commitment to issue an Owner's Policy of Title Insurance to Developer;

(iv) Geotechnical and Environmental Condition. Developer shall be satisfied that the geotechnical and environmental condition of the Property is acceptable for development of the Future Project;

(v) Environmental Report. Developer must deliver to the City an Environmental Reliance Letter issued by Developer's environmental certified professional, satisfactory to the City's Office of Environment and Sustainability ("**OES**"), stating that the City shall be entitled to rely upon all environmental reports and the like prepared by Developer's environmental certified professional in connection with the Property, including, without limitation, a Phase I Environmental Site Assessment, and any additional assessments or testing as may be required by OES, in a form acceptable to the City;

(vi) Budget. Developer must present a final itemized budget for the Project, generally consistent with the budget shown on Exhibit B hereto (the "**Budget**");

(vii) Inspection Report. Developer shall provide to the City an inspection report prepared by a qualified engineer, property inspector, licensed architect, or general contractor assessing the current condition of the Property;

(viii) Insurance. Developer must present evidence that all insurance policies required under this Agreement have been secured;

(ix) Financing. Developer must present evidence that all other financing necessary for the Project has been obtained;

(x) Appraisal. Developer shall provide to the City an appraisal of the Property indicating its fair market value;

(xi) Leases and Tenant Agreements. Developer shall provide a copy of all lease agreements with any tenants of the Property and also provide any further documentation as may be required by the City detailing Developer's intentions for the renewal of any lease or ongoing tenancy at the Property or the relocation of any tenants located thereon, including but not limited to any documents executed by and between the Developer and any tenants of the Property;

(xii) No Default. Developer shall be in full compliance with all requirements of this Agreement; and

(xiii) Other Information. Developer must present such other information and documents pertaining to Developer, the Property, or the Project as the City may reasonably require.

Once the Due Diligence Materials have been approved by the City, Developer shall not make or permit any changes thereto without the prior written consent of the Director of DCED.

(C) No Other City Assistance. Except for the City's agreement to provide the Funds as described in this Agreement, the City shall not be responsible for any costs associated with the Project.

5. Maintenance of Property.

(A) Applicable Laws. Developer shall obtain, pay for, and maintain all necessary permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, judicial orders, and other governmental requirements applicable to the Project and the Property, including, without limitation, those set forth on Exhibit D (*Additional Requirements*) hereto. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits, or other approvals from the City's Department of Buildings and Inspections, the City's Department of Transportation and Engineering, City Planning Commission, City Council, or any other governmental agency that may be required in connection with the Project.

(B) Maintenance of Property. Following Developer's acquisition of the Property and throughout the Term of this Agreement, Developer shall be responsible for all real estate taxes, maintenance costs, and other costs associated with the Property and the City shall have no obligation to reimburse Developer for the same.

6. Insurance; Indemnity.

(A) Insurance. Until such time as all work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least $1,000,000 per occurrence, combined single limit/$2,000,000 aggregate, naming the City as an additional insured, (ii) worker's compensation insurance in such amount as required by law, (iii) all insurance as may be required by Developer's lenders for the Project, and (iv) such other insurance as may be reasonably required by the City. All insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be cancelled or modified without at least 30 days prior written notice to the City. Prior to commencement of the Project, Developer shall send proof of all such insurance to DCED at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: 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 in Favor of City. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors, and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors, or subcontractors; it being the agreement of the parties that Developer shall at all times protect itself against such loss or damage by maintaining adequate insurance. Developer shall cause its insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(C) General 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 indemnification obligations under this paragraph shall survive the termination or expiration of this Agreement with respect to Claims arising prior thereto.

7. **Casualty; Eminent Domain.** If the Property, or any improvements thereon made pursuant to the Project, is damaged or destroyed by fire or other casualty, or if any portion of the Property is taken by exercise of eminent domain (federal, state, or local), Developer shall cause the Property to be repaired and restored, as expeditiously as possible, and to the extent practicable, to substantially the same condition that existed immediately prior to such occurrence. If the proceeds are insufficient to fully repair and restore the affected property, the City shall not be required to make up the deficiency. Developer shall handle all reconstruction in accordance with the applicable requirements set forth herein. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the affected Property is being repaired or restored.

8. **Default; Remedies.**

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

(i) the dissolution, other than in connection with a merger, of Developer, the filing of any bankruptcy or insolvency proceedings by Developer, or the making by Developer of an assignment for the benefit of creditors, or the filing of any bankruptcy or insolvency proceedings against Developer, the appointment of a receiver (temporary or permanent) for Developer or the Property, the attachment of, levy upon, or seizure by legal process of Developer, or the insolvency of Developer, unless such appointment, attachment, levy, seizure, or insolvency is cured, dismissed, or otherwise resolved to the City's satisfaction within 30 days following the date thereof; or

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

(B) Remedies. Upon the occurrence of an event of default under this Agreement, the City shall be entitled to (i) terminate this Agreement by giving Developer written notice thereof and, without limitation of its other rights and remedies, and with or without terminating this Agreement, demand that Developer repay to the City any Funds that had been disbursed to Developer or Developer's designee, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies available at law or in equity, including, without limitation, pursuing an action for specific performance, all such rights and remedies being cumulative. Developer shall be liable for all costs and damages, including, without limitation, attorneys' fees, suffered or incurred by the City in connection with administration, enforcement, or termination of this Agreement or as a result of a default of Developer under this Agreement or the City's termination of this Agreement. Upon the occurrence of an event of default and within 5 business days after the City's demand, Developer shall deliver to the City all pertinent documents, records, invoices, and other materials pertaining to the Project that are in Developer's possession or under Developer's control, including, without limitation, as built-drawings (to the extent that the improvements have been completed), appraisals, warranty information, operating manuals, and copies of all third-party contracts entered into by Developer in connection with the Project. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy shall not constitute a waiver of the breach of such covenant or of such remedy. Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the City be obligated to disburse any Funds to Developer if Developer is then in default under this Agreement.

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

To the City:
Dept. of Community and Economic Development
City of Cincinnati
805 Central Avenue, 7th Floor
Cincinnati, Ohio 45202
Attn: Director

To Developer:
Pleasant Ridge Development Corporation
P.O. Box 128705
Cincinnati, Ohio 45212
Attn: Jason Chamlee, President

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

10. Representations, Warranties, and Covenants. Developer makes the following representations, warranties, and covenants to induce the City to enter into this Agreement (and Developer shall be deemed as having made these representations, warranties, and covenants again upon Developer's receipt of each disbursement of Funds):

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

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

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

(iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer or the Project at law or in equity or before or by any governmental authority that would materially impact the Project or impair Developer's financial condition or its ability to perform its obligations under this Agreement.

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

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

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

11. Reporting Requirements.

(A) 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 expiration or termination of this Agreement.

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

12. General Provisions.

(A) Assignment. During the Term of this Agreement, Developer shall not transfer the Property or assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion. An assignment by Developer of its interests under this Agreement shall not relieve Developer from any obligations or liability under this Agreement.

(B) Entire Agreement; Conflicting Provisions. This Agreement (including the exhibits hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other agreements are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control. In the event that any of the provisions of this Agreement are in conflict or are inconsistent, the provision determined by the City to provide the greatest legal and practical safeguards with respect to the use of the Funds and the City's interests in connection with this Agreement shall control.

(C) Amendments. This Agreement may be amended only by a written amendment signed by both parties.

(D) 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 Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

(I) Time. Time is of the essence with respect to performance by the parties of their respective obligations under this Agreement.

(J) Recognition of City Assistance. Developer shall acknowledge the financial support of the City with respect to this Agreement in all printed promotional materials (including, without limitation, informational releases, pamphlets, and brochures, construction signs, project and identification signage, and stationery) and any publicity (such as, but not limited to, materials appearing on the Internet, television, cable television, radio, or in the press or any other printed media) relating to the Project. In identifying the City as a funding source, Developer shall use either the phrase "Funded by the City of

Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

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

(L) No Brokers. The City and Developer represent to each other that they have not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation as a result of Developer's acquisition of the Property (or, if Seller is represented by a real estate broker or agent, Developer's purchase contract with Seller shall require Seller to pay any and all real estate commissions and fees owed to such broker pursuant to the separate agency agreement between them).

(M) 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.

(N) 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.

(O) Administrative Actions. To the extent permitted by applicable laws, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement or the funding hereunder.

(P) 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.

13. Exhibits. The following Exhibits are attached hereto and made a part hereof:

Exhibit A – *Site Plan & Legal Description*
Exhibit B – *Statement of Work and Budget*
Exhibit C – *Form of Restrictive Covenant*
Exhibit D – *Additional Requirements*

SIGNATURES ON FOLLOWING PAGE

The parties have executed this Agreement on the dates indicated below, effective as of the later of such dates (the "**Effective Date**").

CITY OF CINCINNATI,
an Ohio municipal corporation

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

Date:_____

PLEASANT RIDGE DEVELOPMENT CORPORATION,
an Ohio nonprofit corporation

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

_____
Assistant City Solicitor

CERTIFIED DATE: _____

FUND/CODE: _____

AMOUNT: _____

BY: _____
Steve Webb, City Finance Director

Exhibit A
to Funding Agreement

Site Plan & Legal Description

6130 Montgomery Road - Auditor's Parcel No. 125-0001-0007

Parcel # 125-1-7
Situated in the Village of Pleasant Ridge, in the County of Hamilton and State of Ohio and in Section Thirty (30), Township Four (4), Fractional Range Two (2) of the Miami Purchase and being all of Lot Numbered Forty-one (41) in William W. Wood's Addition to Pleasant Ridge, Hamilton County, Ohio.
Said lot being Sixty-six (66) feet in front on the East side of Montgomery Road and extending back, two hundred and forty-one (241) feet and being seventy-four (74) feet wide in the rear, as shown on the plat of said subdivision as recorded in Plat Book No. 3, page 93 and Plat Book No. 5, page 13, Hamilton County, Ohio, Plat Records.
Also all interest, if any, of grantor in and to an abandoned or vacated alley at the rear of Lot No. 41.

6134 - 6136 Montgomery Road - Auditor's Parcel No. 125-0001-0008

125-1 - 90, 60, 66 Cons.

Parcel # 125-1-8
Situated in the City of Cincinnati, County of Hamilton, State of Ohio, which is more particularly described as follows:
Situated in that part of Cincinnati, known as Pleasant Ridge, and in Section 30, Township 4, Fractional Range 2, of the Miami Purchase, and being all of Lot No. 42 of W. W. Wood's Subdivision of Lots as recorded in Plat Book No. 5, page 13, of the Hamilton County, Ohio, Plat Records, and bounded and described as follows:
Beginning at a stone at the Southeast corner of Lot No. 41 of W. W. Wood's Subdivision; thence northwardly along the line of said Lot No. 41, 231 feet more or less to the center of Montgomery Road; thence with the center of said Road eastwardly 163.75 feet to the northeast corner of said Lot No. 42; thence southwardly in a straight line to the southeast corner of said Lot No. 42; thence westwardly with the south line of said Lot No. 42, a distance of 136 feet to the place of beginning. Subject to all legal highways. Also all interest, if any, of grantor in and to an abandoned or vacated alley at the rear of said Lot above described.
Also include all rights of grantor herein in and to an easement for the construction of an 8 inch storm sewer granted by William Thielen and Harriet Thielen to grantor by deed recorded in Book 3622, page 864, of the Records of Hamilton County, Ohio.

6146 Montgomery Road - Auditor's Parcel No. 125-0001-0057

Parcel # 125-1-57
Registered Land
Situated in the City of Cincinnati, Hamilton County, Ohio, being part of Registered Land No. 36083 of the Hamilton County, Ohio, Registered Land Records, described as follows:
BEGINNING in the southerly line of Montgomery Pike at a point which is a distance of 272.58 feet westwardly from the intersection of the southerly line of Montgomery Pike and the westerly line of Woodmont Avenue; thence South 51° 32' West along the southerly line of Montgomery Pike, a distance of 45.08 feet; thence South 31° 24' East, a distance of 212.02 feet to the southerly line of said registered Lane; thence North 51° 15' East, along the southerly line of said Registered Lane a distance of 45.12 feet; thence North 31° 24' West, a distance of 211.73 feet to the place of beginning.

Subject to and together with all easements, restrictions and legal highways, if any, of record.

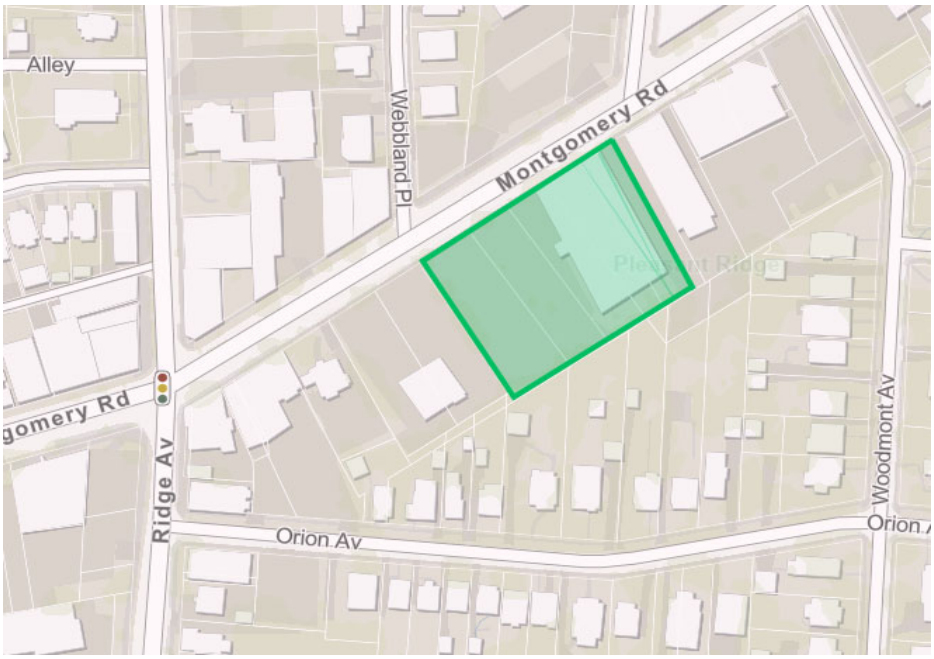


Exhibit B
to Funding Agreement

Statement of Work and Budget

I. STATEMENT OF WORK

For over a decade, Developer has been strategically acquiring properties to reactivate and revitalize the Pleasant Ridge Neighborhood Business District. 6130, 6134, 6136, and 6146 Montgomery Road (the Property) is in the heart of the business district, just to the east of the key Montgomery Road/Ridge Avenue intersection. The Property borders another Developer-owned property: 6114 Montgomery Road.

The Property combined with 6114 Montgomery Road offers 1.9 acres of critical development potential that could transform the Pleasant Ridge Neighborhood Business District. Acquisition of 6130, 6134, 6136, and 6146 Montgomery Road by Developer will facilitate the collaborative, transformational redevelopment of the site.

A. Project. Developer shall do all of the following with respect to the Project:

1. Indoor Air Sampling. Upon request by the City and no later than 30 days after the Effective Date, Developer shall perform indoor air sampling for the environmental condition of the Property, in addition to any sampling conducted pursuant to a Phase I Environmental Site Assessment or Phase II Environmental Site Assessment, in a manner and location(s) approved by the City in its sole and absolute discretion.

2. Environmental Plan. Upon request from the City and subject to City approval, in the City's sole and absolute discretion, Developer shall provide an environmental plan, no later than 60 days from the Effective Date, to address and mitigate any environmental issues identified by either the City or the environmental reports for the Property (the "**Environmental Plan**"). Developer shall commence and complete the steps identified in the approved Environmental Plan in the timeframe established therein. For the avoidance of doubt, Developer shall provide the Environmental Plan even in the event it does not close on the Property.

3. Acquisition of the Property. Developer shall acquire good and marketable fee simple title to the Property and hold the Property for a future development project.

4. Security Measures. Following its acquisition of the Property, Developer shall take such actions as Developer reasonably determines are necessary to ready the Property for development and to provide appropriate security and controls with respect thereto.

5. Maintenance. Developer shall maintain the Property in good condition, without tax liens, and free from code enforcement issues while holding title to the Property.

B. Future Project. Following the acquisition of the Project, Developer shall immediately begin marketing the Property for redevelopment, and, if applicable, shall perform any improvements deemed necessary to make the Property marketable for redevelopment. Developer shall notify the City within 30 days of Developer's receipt of a complete disposition application which shall include, without limitation, building and architectural plans and specifications, a redevelopment budget, a financing plan, and an operating pro forma. The marketing and disposition activity of the Project shall be deemed complete upon the sale or lease of the Property to a third-party developer or end-user, subject to the City's approval, which approval may be withheld in the City's sole and absolute discretion, which Developer shall cause to occur no later than the Disposition Date.

II. BUDGET

	City Funds	Non-City Funds	Total
Acquisition Costs			
Acquisition - Building	$2,000,000	$0	$2,000,000
SUBTOTAL ACQUISITION COSTS	**$2,000,000**	**$0**	**$2,000,000**
Soft Costs			
Appraisal	$0	$3,100	$3,100
Phase I Environmental Site Assessment	$0	$1,450	$1,450
Phase II Environmental Site Assessment	$4,000	$14,900	$18,900
Title Examination/Report	$1,000	$0	$1,000
Survey	$0	$8,700	$8,700
Legal Fees	$2,500	$0	$2,500
Inspection Report	$0	$3,100	$3,100
Contingency	$1,300	$0	$1,300
SUBTOTAL SOFT COSTS	**$4,800**	**$31,250**	**$40,050**
Developer Fee			
Developer Fee	$40,000	$0	$40,000
SUBTOTAL DEVELOPER FEE	**$40,000**	**$0**	**$40,000**
TOTAL PROJECT COSTS	$2,052,800	$31,250	$2,084,050

TOTAL SOURCES OF FUNDS (LEVERAGE)

City Funding – Pleasant Ridge TIF Funds	**$2,052,800**
PRDC Equity	**$31,250**
TOTAL	**$2,084,050**

The parties may elect to revise the Budget to reallocate Funds between budget line items through a letter signed by both the City and Developer. However, in no event will the City add any additional funds to the Budget. In the event of cost overruns, it shall be Developer's responsibility to complete the Project.

Exhibit C
to Funding Agreement

Form of Restrictive Covenant

SEE ATTACHED

[SPACE ABOVE FOR RECORDER'S USE]

RESTRICTIVE COVENANT

(Future Project)

THIS RESTRICTIVE COVENANT (this "**Covenant**") is made as of the Effective Date (as defined on signature page hereof), by PLEASANT RIDGE DEVELOPMENT CORPORATION, an Ohio nonprofit corporation, the address of which is P.O. Box 128705, Cincinnati, Ohio 45212 ("**Owner**"), for the benefit of the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**").

Recitals:

A. By virtue of a _____ deed recorded in Official Record _____, Page _____, Hamilton County, Ohio Records, Owner holds ownership in fee title to certain property located at 6130**,** 6134, 6136, and 6146 Montgomery Road, Cincinnati, Ohio 45213, as more particularly described on Exhibit A (*Legal Description*) hereto (the "**Property**").

B. The City and Owner are parties to that certain *Funding Agreement* dated _____, 20___ (as the same may hereafter be amended, restated, or replaced from time to time, the "**Agreement**"), which provides that the City is willing to make certain Funds (as described therein) available to Owner to facilitate the acquisition of the Property by Owner so long as Owner agrees to cause to be prepared a redevelopment plan for the Property to transform the Property to a more productive use that will stimulate economic growth and help revitalize the Pleasant Ridge neighborhood of Cincinnati (the "**Future Project**"). Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Agreement.

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

1. Covenant not to Sell, Transfer, or Convey Without the City's Prior Written Consent. Neither the Property nor any interest therein shall be sold, transferred, mortgaged, or conveyed without the City's prior written consent, until the City has approved of the Future Project recommended by Owner, unless sooner terminated as provided in Section 5 of this Covenant, below.

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

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

4. **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.

5. **Termination.** Owner may terminate this Covenant upon repayment to the City an amount equal to the full amount of the Funds, thus making the Covenant null and void. Upon such repayment, the City shall provide a release of this Covenant to Owner for recording in the Hamilton County, Ohio Recorder's Office, at Owner's expense.

6. **Exhibits.** The following exhibits are attached hereto and made a part hereof:
Exhibit A - *Legal Description*

SIGNATURES ON FOLLOWING PAGE

Executed on, and effective as of, the date of acknowledgement set forth below (the "**Effective Date**").

PLEASANT RIDGE DEVELOPMENT CORPORATION

By: _____

Printed name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, the _____ of the PLEASANT RIDGE DEVELOPMENT CORPORATION, an Ohio nonprofit corporation, on behalf of the corporation.

_____
Notary Public
My commission expires: _____

Approved as to Form:

_____
Assistant City Solicitor

This instrument prepared by:

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

Exhibit A
to Restrictive Covenant

Legal Description

[TO BE INSERTED WITH EXECUTION VERSION]

Exhibit D
to Funding Agreement

Additional Requirements

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

This Exhibit serves two functions:

(i) Serving as a Source of Information With Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) Construction Workforce.

(i) 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 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)

DEI - Request for Wage Determination (Form 217)

REQUEST FOR PROJECT WAGE DETERMINATION

IF THIS IS A REVISION REQUEST, ENTER ORIGINAL ASSIGNED NUMBER:

DEPARTMENT *
DCED

CONTACT PERSON *
DARBY SCHOZER

Phone # *
(513)352-6126

Email *
DARBY.SCHOZER@CINCINNATI-OH.GOV

Requested Date:

Estimated Advertising Date:

Estimated Bid Opening Date:

Estimated Starting Date:

CHOOSE SOURCE & WRITE IN THE FUND NUMBER

CITY
(•) Yes ( ) No

FUND *
527/491

STATE
( ) Yes (•) No

FUND

COUNTY
( ) Yes (•) No

FUND

FEDERAL
( ) Yes (•) No

FUND

IS THIS PROJECT BEING COMPETIVLY BID?
( ) Yes (•) No

PROJECT ACCOUNT NUMBER:

AMT. OF PUB. FUNDING $: *
$2,130,000.00

TOTAL PROJECT DOLLARS: *
$2,160,000.00

NAME OF PROJECT (Maximum 100 Letters) *
6130-6146 MONTGOMERY ROAD ACQUISITION

Type of Project: (E.g., residential building, commercial building, heavy work, highway work, demolition, mixed use building, roads, parking lot, sewer, parks) *
Commercial building acquisition

Project Location: (Include both the address and parcel number.) *
The properties are located at 6130 (125-0001-0007-00), 6134 (125-0001-0008-00), 6136 (125-0001-0009-00), and 6146 (125-0001-0057-00) Montgomery Road Cincinnati, Ohio, 45213 in the Pleasant Ridge Neighborhood Business District.

Owner of Project Site: (Include the current owner and any lease or transfer of ownership that will occur before, during, or after completion of the project as part of the agreement.) *
The properties are currently owned by Pleasant Ridge Investors, LLC. Pleasant Ridge Development Corporation will acquire the properties.

Budget Breakdown: (Provide a description of all funding sources and the use of those funds. Attachments may be included as necessary.) *
The funding source for this project is the Pleasant Ridge TIF District: District 23 – Pleasant Ridge Incentive District ($2,130,000) and equity from the Pleasant Ridge Development Corporation ($30,000).

Project Scope: (Provide a detailed description of the entire project scope under the agreement. If applicable, please include information about the numbers of stories in the building, the number of residential units, or the number of HOME units.) *
All funds will be used to acquire the properties.

Upload Supporting Documents (0)

Supporting Documents

DEI USE ONLY

Assigned Number
61395863

Dept Submitted Date
01/29/2026

DEI Received Date

Original Assigned Number

Funding Guidelines:

- [ ] State
- [ ] Federal
- [x] Prevailing Wage Will Not Apply

Rates That Apply:

- [ ] Building
- [ ] Heavy
- [ ] Highway
- [ ] Residential

Decision Number:

Modification Number:

Publication Date:

Determination By:

Name *
JONAH JAMES

Title
Development Manager

Date *
01/30/2026

Decision Summary: *
This is solely for the funding of a building acquisition. Prevailing wage only applies to construction activities related to a public improvement. Therefore, prevailing wage will not apply.

NOTE: Any changes to the scope or funding of the project will require revision to this determination.

Director Approval Signature
LYDGIA SARTOR

Director Approval Date
02/02/2026

city of CINCINNATI

Interdepartmental Correspondence Sheet

202600991

Date: March 4, 2026

To: Vice Mayor Jan-Michele Lemon Kearney

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Emergency Ordinance – Implementing Motion #202600432 to Fund YWCA Shelter**

Transmitted herewith is an emergency ordinance captioned as follows:

> **ESTABLISHING** new permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; **AUTHORIZING** the transfer of $200,000 from General Fund balance sheet reserve account no. 050x2582, "Housing and Economic Development Capital Project Reserve," to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of $200,000 from the unappropriated surplus of General Fund 050 to newly established permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; **AUTHORIZING** the City Manager to expend $200,000 from permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; and **DECLARING** such expenditure to serve a public purpose.

EESW/CNS(dbr)
Attachment
4922-2477-5569

EMERGENCY

City of Cincinnati

CNS EESW

An Ordinance No. _____ - 2026

ESTABLISHING new permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; **AUTHORIZING** the transfer of $200,000 from General Fund balance sheet reserve account no. 050x2582, "Housing and Economic Development Capital Project Reserve," to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of $200,000 from the unappropriated surplus of General Fund 050 to newly established permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; **AUTHORIZING** the City Manager to expend $200,000 from permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence; and **DECLARING** such expenditure to serve a public purpose.

WHEREAS, on February 19, 2026, Council adopted Motion No. 202600432 to provide resources to the YWCA for improvements to their shelter for survivors of domestic violence so that it remains safe and efficient for survivors and the community including cameras, security doors, accessibility, and basement improvements; 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 permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence.

Section 2. That $200,000 is transferred from General Fund balance sheet reserve account no. 050x2582, "Housing and Economic Development Capital Project Reserve," to the unappropriated surplus of General Fund 050.

Section 3. That $200,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to newly created permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence.

Section 4. That the City Manager is authorized to expend $200,000 permanent improvement program project account no. 758x162x261625, "YWCA Shelter Improvements," to provide one-time resources for improvements to the YWCA shelter for survivors of domestic violence.

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

Section 6. That providing one-time operational support to the YWCA for improvements to their shelter for survivors of domestic violence is declared to serve a public purpose because it will expand YWCA's capacity to provide critical safety and stability for families in crisis within the City.

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 accomplish the authorized transfers and appropriations so that the funding described herein is in place immediately and the necessary expenditures may be made as soon as possible.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

202600492

Date: March 4, 2026

To: Vice Mayor Jan-Michele Lemon Kearney

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Emergency Ordinance – Implementing Motion #202600095 to Fund the Health Gap**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the transfer and appropriation of $92,371.67 from the unappropriated surplus of General Fund 050 to the City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center for Closing the Health Gap's ("Center") Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year; **AUTHORIZING** the City Manager to expend $100,000 of existing resources from the City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center's Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year; and **DECLARING** that expenditures from the City Manager's Office non-personnel operating budget account no. 050x101x7400 to support the Center's Health Expo in 2026 and its numerous other impactful initiatives throughout the year are for a public purpose.

EESW/MSS(dbr)
Attachment
4927-8567-3106

EMERGENCY

City of Cincinnati

MSS

EESW

An Ordinance No. _____ - 2026

AUTHORIZING the transfer and appropriation of $92,371.67 from the unappropriated surplus of General Fund 050 to the City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center for Closing the Health Gap's ("Center") Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year; **AUTHORIZING** the City Manager to expend $100,000 of existing resources from the City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center's Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year; and **DECLARING** that expenditures from the City Manager's Office non-personnel operating budget account no. 050x101x7400 to support the Center's Health Expo in 2026 and its numerous other impactful initiatives throughout the year are for a public purpose.

WHEREAS, on February 25, 2026, Council adopted Motion No. 202600095 to provide resources to support the Center for Closing the Health Gap's ("Center") Health Expo in 2026 and its numerous other impactful initiatives throughout the year; and

WHEREAS, the Center holds an annual Health Expo that attracts more than 14,000 attendees and provides thousands of health screenings; and

WHEREAS, in addition to the Health Expo, the Center reaches 89,000 individuals annually through town hall meetings and informational and training workshops as well as social media, partnerships, and ongoing health-related activities; and

WHEREAS, the Center's Do Right Campaign empowers individuals to eat, move, and live in a way that creates healthy lifestyles; and

WHEREAS, the Center's Do Right Kids school-based intervention offers physical education instruction for fourth, fifth, and sixth graders at the Roll Hill Academy; and

WHEREAS, the Center also partners with the national Peer Health Exchange to implement social and emotional wellness as a part of ninth, tenth, and eleventh grade health classes in Cincinnati Public Schools; and

WHEREAS, a prior year encumbrance of $92,371.67 remaining on the FY 2025 contract with the Center for Closing the Health Gap can be cancelled because the contract has expired and all eligible invoices have been submitted, making those funds available for this purpose; and

WHEREAS, an additional $7,628.33 of existing resources in the City Manager's Office FY 2026 budget is available for this purpose, bringing the total to $100,000; 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 transfer and appropriate $92,371.67 from the unappropriated surplus of General Fund 050 to the City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center for Closing the Health Gap's ("Center") Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year.

Section 2. That the City Manager is authorized to expend $100,000 of existing resources from the City Manager's Office non-personnel operating budget account no. 050x101x7400 to provide one-time resources to support the Center's Health Expo in 2026 as well as its numerous other impactful initiatives throughout the year.

Section 3. That expenditures from the City Manager's Office non-personnel operating budget account no. 050x101x7400 to support the Center's Health Expo in 2026 and its numerous other impactful initiatives throughout the year are declared to be for a public purpose.

Section 4. That the proper officials are authorized to do all things necessary and proper to carry out the provisions of Sections 1 and 2.

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 accomplish the authorized transfer and appropriation so that the funding described in this ordinance is in place immediately and the necessary expenditures may be made as soon as possible.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

202600973

Date: March 4, 2026

To: Vice Mayor Jan-Michele Lemon Kearney, and Councilmembers Ryan James, and Scotty Johnson

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Emergency Ordinance – Implementing Motion #202600726 to Fund the Avondale Film Festival**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the transfer of $100,000 from General Fund balance sheet reserve account no. 050x2581, "Reserve for Special Events Support," to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of $100,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time special events support of $100,000 to the Avondale Film Festival.

EESW/CNS(dbr)
Attachment
4921-1998-5041

EMERGENCY

City of Cincinnati

CNS

EESW

An Ordinance No. _____ - 2026

AUTHORIZING the transfer of $100,000 from General Fund balance sheet reserve account no. 050x2581, "Reserve for Special Events Support," to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of $100,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time special events support of $100,000 to the Avondale Film Festival.

WHEREAS, on February 19, 2026, Council adopted Motion #202600726 to provide resources to support the Avondale Film Festival; now, therefore,

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

Section 1. That $100,000 is transferred from General Fund balance sheet reserve account no. 050x2581, "Reserve for Special Events Support," to the unappropriated surplus of General Fund 050.

Section 2. That $100,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time special events support of $100,000 for the Avondale Film Festival.

Section 3. That the appropriate City officials are authorized to do all things necessary and proper to implement the provisions 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 immediate need to accomplish the authorized transfers and appropriations so

that the funding described herein is in place immediately and the necessary expenditures may be made as soon as possible.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

202600974

Date: March 4, 2026

To: Vice Mayor Jan-Michele Lemon Kearney, and Councilmembers Ryan James, Scotty Johnson, Meeka Owens, and Seth Walsh

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Emergency Ordinance – Implementing Motion #202600435 as an Omnibus Use of Operating Contingencies Funds**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the transfer of $490,000 from General Fund balance sheet reserve account no. 050x2535, "Reserve for Operating Budget Contingencies," to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of $420,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time funding of $210,000 each for the Immigrant & Refugee Law Center and the Access to Counsel program; and **AUTHORIZING** the transfer and appropriation of $70,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7400 to provide one-time funding for the West End Sports Bar & Grill.

EESW/CNS(dbr)
Attachment
4927-0043-5601

EMERGENCY

City of Cincinnati

CNS

EESW

An Ordinance No. _____ - 2026

AUTHORIZING the transfer of $490,000 from General Fund balance sheet reserve account no. 050x2535, "Reserve for Operating Budget Contingencies," to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of $420,000 from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time funding of $210,000 each for the Immigrant & Refugee Law Center and the Access to Counsel program; and **AUTHORIZING** the transfer and appropriation of $70,000 from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7400 to provide one-time funding for the West End Sports Bar & Grill.

WHEREAS, on February 19, 2026, Council adopted amended Motion #202600435 to provide resources for one-time funding of $210,000 each for the Immigrant & Refugee Law Center and the Access to Counsel program and $70,000 for the West End Sports Bar & Grill; now, therefore,

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

Section 1. That $490,000 is transferred from General Fund balance sheet reserve account no. 050x2535, "Reserve for Operating Budget Contingencies," to the unappropriated surplus of General Fund 050.

Section 2. That $420,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to the City Manager's Office General Fund non-personnel operating budget account no. 050x101x7400 to provide one-time funding of $210,000 each for the Immigrant & Refugee Law Center and the Access to Counsel program.

Section 3. That $70,000 is transferred and appropriated from the unappropriated surplus of General Fund 050 to the Department of Community and Economic Development General Fund non-personnel operating budget account no. 050x164x7400 to provide one-time funding for the West End Sports Bar & Grill.

Section 4. That the appropriate City officials are authorized to do all things necessary and proper to implement 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 accomplish the authorized transfers and appropriations so that the funding described herein is in place immediately and the necessary expenditures may be made as soon as possible.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

City of Cincinnati

801 Plum Street, Suite 348
Cincinnati, Ohio 45202

Phone: (513) 352-3464
Email: mark.jeffreys@cincinnati-oh.gov
Web: www.cincinnati-oh.gov

Mark Jeffreys
Councilmember

On February 2, 2026, Cincinnati City Council began the annual review of the City Manager with a multi-phase process, similar to the one we used two years ago in the last review.

PHASE ONE: The City Manager presented her Year-End review in December 2025 – a self-evaluation based on the previously reviewed and aligned categories. A copy of that presentation is attached.

PHASE TWO: Council passed a motion that laid out the 10 categories to review the City Manager, which were consistent with the categories from the last few reviews.

The first five categories reflect the budget priorities:

1. Public Safety & Health
2. Growing Economic Opportunities
3. Thriving Neighborhoods
4. Fiscal Stability
5. Excellent & Equitable Service Delivery

The second five categories reflect Council priorities:

6. Management: recruitment, retention, employee morale, major hires, culture of "yes and", remove bottlenecks
7. Leadership: ability to prioritize, delegate and lead
8. Government Efficiencies: remove unnecessary bureaucracy, move projects forward, use data-driven approach
9. Relationship and Collaboration with Council, Mayor and Community Partners
10. Communication Skills: Internal and External

PHASE THREE: Councilmembers engaged with internal and external stakeholders to provide information feedback to consider for their own review of the City Manager.
PHASE FOUR: Council considered the City Manager evaluation. Council unanimously voted to enter into executive session on February 2nd to consider the employment and compensation of an employee and to ask the City Manager questions after her self-evaluation.
PHASE FIVE: Council unanimously voted to enter into executive session on February 9th to consider the employment and compensation of an employee and to do their own internal review of the City Manager across those 10 categories.

PHASE SIX: Council unanimously voted to enter into executive session on March 3 for a third time to consider the employment and compensation of an employee and have a discussion with the City Manager on Council's evaluation.

PHASE SEVEN: Council publicly releases and discusses the final City Manager review in committee. The review organizes each of the ten categories into four segments:

1. Successes – areas City Manager exceeded expectations
2. Challenges – areas City Manager did not meet expectations
3. Opportunities – areas to improve to exceed expectations
4. Metrics – key performance indicators to track for successive reviews

SUMMARY: Sheryl Long is the right person to lead the City of Cincinnati as City Manager. Ms. Long has provided continuity in city government over the past few years with significant progress across departments in performance-based management and a focus on improving service delivery as well as fiscal health. There will always be challenges for any City Manager, and the mark of a good leader is one that continuously improves and "ups their game" in the face of those challenges – City Manager Long has proven that she will always do just that. When there were challenges with the snow removal in January 2025, she course-corrected with new leadership in charge of Department of Public Services, which has seen significant improvement based on recent snow emergencies. When she faced a tough public safety environment at Government Square and in the Summer 2025, she worked closely with City Council and the Mayor to determine the resources needed to turn it around – and she did. When she faced a budget deficit with the exhaustion of federal ARPA dollars, she stepped up to make reductions while still maintaining core services and investments in public safety and delivering a structurally balanced budget.

The City Manager has acknowledged an opportunity for improvement in solidifying a more robust human resource performance improvement process for her leadership team, which will ensure a better alignment with expectations when performance issues arise. The City Manager also plans to implement a Crisis Communications framework to ensure that we have a more formal process for responding to crises such as the brawl in the Summer of 2025. Additionally, she has plans to put in place a single-point-of-contact to deploy Cincy on Track rail dollars as efficiently and effectively as possible.

For its part, Council recognizes that we need to provide the City Manager the resources needed in order to continue this process of continuous improvement. Council also recognizes that it must provide clarity around budget priorities, realistic expectations around timing of report motions, and a commitment to keeping the City Manager up-to-date on new initiatives so there are no surprises for her.

1. PUBLIC SAFETY & HEALTH

a) Successes: Launched Achieving Change Together (ACT) for Cincy – the city's holistic, comprehensive, community-driven plan to reduce gun violence reducing overall shootings by 12.5% in the first year including implementing the $5.4M in summer investment to reduce violence downtown and around Government Square. Launched the hospital-based program to reduce recidivism and Rec @ Night to make sure kids had productive outlets in the summer months along with pools remaining open. Continued to invest in police and fire new recruit classes, which helped the fire department reach full complement for the first time in years and the police department to get closer to full complement. Expanded the PIVOT team to an 8-person team for more targeted crime reduction. Continued to build a stronger Emergency Communication Center (ECC) including exceeding statewide 911 call-answering standards.

b) Challenges: Having a crisis communications plan, which the City Manager proactively has been developing, will help build trust and confidence when there is a crisis that the city is doing everything possible to keep its citizens safe with clear leadership from her, the ACMs and the entire administration.

c) Opportunities: The persistence of youth violence reinforces the need for continued vigilance across local government, non-profit and community partners, which will require close collaboration with City Council and the Mayor to tackle.

d) Metrics: reduction in violent crime vs previous year and 3-year average, implementation of crisis communications strategy and plan, communication schedule to share ongoing projects and strategies with the public.

2. **GROWING ECONOMIC OPPORTUNITIES**
   a) Successes: Under the manager's leadership, Cincinnati has led the country in office-to-residential conversions in the past few years. This past year, under her leadership, the city has advanced a significant number of major projects including: Convention Center Hotel, Findlay Community Center, Fourth & Walnut Center Hotel Conversion, The Avant Downtown, FC Cincinnati North Campus and Talbert House Crisis Center. Added a strong pipeline of affordable units in coordination with the Cincinnati Development Fund. Launched the Office of Opportunity to grow wealth including medical debt relief, introducing the CityWise Housing Platform, Career Pathways, continued to advance Access to Counsel, etc. The City Manager also successfully negotiated an extension of Tax Increment Financing (TIF) districts with Cincinnati Public Schools, which will provide certainty in development.
   b) Challenges: Economic development is critical to growing our tax base in the future and needs to be a continued focus. Housing production is growing, but still below where it needs to be in order to bring down housing costs, which is a result of a lot of external factors. To expedite housing and growth in the city overall, the manager is working to launch the Office of Strategic Growth, which will be a critical building block for spurring that growth.
   c) Opportunities: With the Office of Strategic Growth, the manager has the opportunity to streamline the bureaucracy involved in getting approval for development and leveraging TIF districts more effectively in partnership with City Council. Continued partnership with external stakeholders in the development and business community is going to be critical to determine how to continue to unlock growth.
   d) Metrics: Development performance indicators are better than other peer cities, housing pipelines and permits issued, problem solving around bottlenecks.

3. **THRIVING NEIGHBORHOODS**
   a) Successes: The city's Quality of Life team has taken a more proactive role in using all legal tools to combat bad actors whether it be through legal action such as Vinebrook, Williamsburg, Vision & Beyond, etc. Advanced pedestrian safety in neighborhoods that in part resulted in 2x fewer pedestrian deaths than the previous year. Continued to advance the Green Cincinnati plan strategic actions including launching the Center Hill Solar Farm, which will provide the equivalent power of 1,200 homes. Greater Cincinnati Water Works continues to be a national model, replacing 1,640 lead service lines to reduce health risk. B&I also has a national model in their B&I Academy, which is training more qualified inspectors. The manager has also done a great job at getting the administration out into neighborhoods for service days and to hear from residents.
   b) Challenges: The manager's team has put great effort to improve the city's 311 system, which still has more opportunity to be fully effective not just as a one-off reporting of incidents but

as a systemic way to identify issues and resolve them. Issues around blighted properties and litter in certain neighborhoods is particularly an issue that needs to be addressed.

c) Opportunities: Outline a clear plan for step-changing 311 with key metrics and milestones for leveraging it not only reactively to respond to issues but more proactively to address systemic issues. Clear, regular reporting to council through FYI memos on progress against blighted property issues and litter issues.

d) Metrics: 311 communications plan deployed, key performance indicators around blighted properties compared to previous years.

4. FISCAL STABILITY

a. Successes: Since taking over in her role, the City Manager has stepchanged the level of discipline in the budget process across departments by working with the Office of Performance and Data Analytics – through performance-based budgeting. The fact that Cincinnati's AA bond rating was affirmed reflects this strong fiscal management. Each department has clear performance indicators and a Green/Yellow/Red honest assessment of how well they are doing – all of which did not exist four years ago. That is a sign of a healthy culture when her teams feel comfortable being honest about their own performance in public. The City Manager also has a mindset of optimizing revenue (e.g. admissions tax, parking revenue, etc.) and a drive toward efficiency (e.g. fleet maintenance compliance now has an 88% vs 90% goal). In the past year, she made the difficult, but necessary, step in the budget process to propose a 2% reduction. She has also outlined the right long-term Cincy on Track plan for deploying railroad dollars to tackle our deferred maintenance needs. Finally, under her administration, the City of Cincinnati continues to pursue grants aggressively, which has been a point of leverage for city dollars.

b. Challenges: Given headwinds of deficits in the next few years, budget presentations and communications to Council will need to include details on critical needs to reaching goals and KPIs even in the face of reductions. Deployment of the Cincy on Track dollars faster is another key challenge – building up the organizational capacity to ensure those dollars are effectively and efficiently gotten out the door.

c. Opportunities: There's an opportunity to have a single-point-of-contact leader within the city manager's office who is quarterbacking the deployment of Cincy on Track dollars including updating City Council quarterly on progress in building the organizational capacity to put them in place. This is going to be critical in the next few months, which the manager agrees.

d. Metrics: Bond rating, service delivery excellence despite reductions in budgets in the next year given projected deficits, deployment of Cincy of Track dollars.

5. EXCELLENT & EQUITABLE SERVICE DELIVERY

a. Successes: The stepchange in the snow response over the past year is the clearest example of excellent service delivery – and it happened due to the manager's leadership in modernizing the operations and being prepared. Police and fire service delivery remains strong in terms of response times vs benchmarks. Significant progress has been also made with modernizing and streamlining the procurement systems in the city as well as performance management

and community engagement. Finally, the launch of opt-in text messages for citizens has helped advance an improvement in service delivery.

b. Challenges: The slow deployment of the railroad dollars has been disappointing due to organizational capacity to scale these projects more quickly than in the past. The manager is clear on the source of the challenge and has put together an action plan for expediting the deployment of Cincy on Track dollars. There still remain lags in responding to the more complex CSR requests with an opportunity for clearer follow-up, tracking and management of closed cases.

c. Opportunities: With CSR requests, there continues to be an opportunity to ensure they are being addressed adequately and with speed. With Cincy on Track dollars, it would be helpful to have quarterly updates even with a FYI memo of how we are speeding up deployment of these dollars.

d. Metrics: Getting % Cincy on Track spend year-to-date in line, using the Community Perception Survey as a guide for KPIs and focus areas, constituent responses to CSR requests and speed with which those are closed.

6. MANAGEMENT

a. Successes: The City Manager's embrace of performance-based metrics is a stepchange in the management of city leadership. The City Manager completed all major collective bargaining agreements despite significant challenges. Deployment of the Strategic Initiative Execution Teams (SIET) program has been a key enabler of improving process mapping. Meetings with City Councilmembers to provide updates regularly on upcoming issues have been extremely helpful in improving communication with City Council and the administration. Updating Council on critical issues (e.g. snow response, public safety crisis information, etc.) has been helpful to keep City Council up to date.

b. Challenges: With personnel challenges, the city manager is rightfully improving upon the HR processes for sharing performance challenges (i.e. performance improvement plan). This system is important not only for the employee but also for clear communication with the public. On public safety and the issues last summer, the City Manager has recognized the need for a Crisis Communication framework and has proactively put plans in place to shape that. One department had a $1 million cost this past year, which the Director does not report to the City Manager as per the Administrative Code. In response, the City Manager rightfully is putting in place greater controls to ensure that directors report the need for more funding in advance of spending.

c. Opportunities: During a crisis, especially when there are legal issues, while it may not be possible to provide details to the public, it is important for the City Manager to proactively face the media to answer whatever questions she is able to and provide reassurance as the leader of the city. She has done this in the past, and we encourage her to do more of it especially in a crisis situation.

d. Metrics: Employee perception Survey (similar to the community perception survey) to keep the pulse on responses should be done annually and fed into this review next year.

7. **LEADERSHIP**
    a. Successes: The City Manager continues to step up as the city's leader. She is clearly respected by City Council and the Mayor and continues to strengthen relationships with external stakeholders whether it be residents, non-profit and business leaders or other important leaders in the city. She does a great job in recognizing employees through employee events including things like Rock the Block. She also continues to push a mindset among her team of ""yes, and" and "what has to be true" – the idea of not immediately saying "no" but rather asking what factors need to happen in order to make something take place with data-driven decisions.
    b. Challenges: The City Manager is working on a Crisis Communications Response framework which will help better inform how she and the administration respond to a crisis such as the public safety one last summer. Even if there are clear guardrails – especially due to legal concerns – it may be challenging to speak extensively but still important for the public to see the CEO of the city say whatever can be said in those situations to steady the ship.
    c. Opportunities: The City Manager has been clear that she wants to continue to push decisions down – empowering her team to build more director-level capability. That is going to be critical for her and her top Assistant City Managers to prevent burnout.
    d. Metrics: Crisis Communication framework developed, employee survey feedback to measure burnout among leadership team.
8. **GOVERNMENT EFFICIENCIES**
    a. Successes: The City Manager has demonstrated through the years a data-driven approach to operating the city government and aiding in decision-making. SIET initiatives have increased interdepartmental collaboration, which is so critical to greater efficiency. She also has empowered departments to innovate and look for efficiencies especially in light of a 2% reduction this past fiscal year.
    b. Challenges: City Council continues to hear complaints about delays in contracts being signed and processes being inconsistent particularly between DCED and B&I. We continue to hear how difficult it is to do business in the city, which the external benchmarking study should help address.
    c. Opportunities: With significant deficits on the horizon in the next few years, exploring how to deliver excellent service with fewer resources is going to be a fact of life. The City Manager has shared that she is committed to using a data-driven approach across departments to drive efficiency with the support of City Council. That will be critical to track, monitor and course-correct where there are delays in contract signing, development approvals, etc. There is also an opportunity to implement several of the Futures Commission recommendations on which the administration has been working, including around Parks/Rec collaboration.
    d. Metrics: Service delivery across departments hit goals despite fewer resources, new/innovative ways to deliver services, implementation of more of the Futures Commission recommendations particularly relative to Parks/Rec and advancing conversations with Great Parks and other external stakeholders on efficiencies.

9. RELATIONSHIP WITH COUNCIL, MAYOR AND COMMUNITY PARTNERS

a. Successes: The City Manager has strong relationships with City Council and the Mayor with clear communication not only in 1:1 meetings, but in phone/text communication when needed. The lines of communication are always open, and she is incredibly responsive. That includes pushing back on City Council when necessary if the administration has a different point of view than City Council. The City Manager should be commended for "bringing the city to the community" with increased presence in the neighborhoods. The City Manager and her administration also continue to build stronger relationships with other stakeholders whether it be in the non-profit or business community.

b. Challenges: Some community stakeholders are frustrated with the lack of prioritization and implementation of major initiatives especially around the Futures Commission, which is on the Mayor and City Council as much as the administration. Having a clearer roadmap of how the city is pursuing some of those major initiatives will be important to communicate to the public going forward.

c. Opportunities: The City Manager has made a concerted effort to give City Council a heads-up on issues with meetings with Councilmembers, proactive calls, etc. As a part of a Crisis Communication Framework, integrating how to keep council up-to-date on fast-moving issues will be a key part of that framework.

d. Metrics: Formal feedback from external stakeholders should be included as a part of a 360 review of the City Manager going forward.

10. COMMUNICATION

a. Successes: The emergency alert system that the City Manager implemented to keep city officials informed of issues has been very effective. She also has done a great job when there are high-profile issues happening (e.g. a shooting, a severe fire, a major snow emergency, etc.) of keeping City Council up-to-date to provide those real-time updates. Additionally, the implementation of meetings with Councilmembers has been helpful to provide a forum for the administration to brief City Councilmembers on important issues.

b. Challenges: The aforementioned Crisis Communication Framework, which is being developed, has been a challenge that is now being addressed.

c. Opportunities: Continuing to use the FYI memos to provide updates to City Council is going to be another tool to leverage along with meetings with Councilmembers. Additionally, the City Manager getting in front of cameras immediately and often when there is a crisis to answer whatever questions she can will be another important step as she has done to communicate to citizens what she can at that given moment.

d. Metrics: Regularly scheduled meetings with Councilmembers, increased use of FYI memos, deployment of a Crisis Communications Framework.

CONCLUSION: Council is fully supportive of City Manager Sheryl Long as the leader of this City. The highest priorities should be tackling the challenges in public safety, economic development and government efficiencies to ensure we have a stable financial picture with strong service delivery in the coming years. Council is committed to providing the City Manager with the resources needed to help

coming years. Council is committed to providing the City Manager with the resources needed to help continue making the changes she is making and support her with the mindset of continuous improvement. An increase in the City Manager's salary was not discussed, per the City Manager's request. She advised Council that due to budget cuts she will forgo an increase in her salary even if recommended by City Council.

CITY MANAGER SHERYL M.M. LONG

YEAR END REPORT

December 9, 2025

YEAR END REPORT

Mr. Mayor & Members of Council,

I am pleased to once again present my Administrative Year in Review report to our elected officials. This presentation serves as both an honest look-back and a meaningful check-in on the work I and my Administration have done over the past year.

I have proactively prepared this report-out to bolster transparency and accountability—two priorities that are so crucial to this Mayor, Council, and Administration. In fact, I would say that a highly transparent and accountable working relationship is the defining aspect of our three years working together so far.

Throughout, you'll find updates on large projects; detailed analysis of City operations, programs, and services; and highlights of another great year.

Thank you for the opportunity to share information and explain the work of our 6,000+ City employees. Each year, this report is a reminder of just how much we accomplish when we work together.

MISSION STATEMENT

Through collaboration with our community and partners, we will work to preserve and improve our residents' lives by delivering effective, friendly, and efficient services.

We will employ the following strategies in pursuit of our mission:

People | Create disciplined leaders at all levels of City operations that are passionate and committed to our mission, and who work effectively to accomplish it.

Accountability | Develop a culture and practice that understands the importance of setting performance goals, measuring our progress, and following through on direction and obligations.

Focus | Create strategic alignment around a common set of outcomes and prioritize resources and actions to advance them.

Collaboration | Develop a culture and practice of collaborating, listening, and communicating with our colleagues, elected officials, partners, and community.

Impact | Maximize impact through efficient use of resources, leveraging technology, optimizing revenues, and continual evaluation of the effectiveness of existing resource investments.

Equity | Adopt an intentional, aggressive, and transparent approach to addressing inequities in our community through action at every level of city operations.

Strategic Goals

Created to establish the framework and supporting routines needed for a more proactive, collaborative, and disciplined approach to citywide decision-making.

Public Safety & Health

Violence Reduction | Diversion | Emergency Readiness | Protective Health

Fiscal Sustainability

Transparent, Collaborative Budgeting | Financial Resilience | Evaluate Proportional Allocations | Asset Management

Growing Economic Opportunity

Job Mobility | Racial Wealth Equity | Business Expansion | Conducive Infrastructure

Excellent & Equitable Service Delivery

People-Centered Leadership | Customer Experience | Data-Driven Culture | Equity-focused Delivery | Open Dialogue with Community

Thriving Neighborhoods

Affordable Housing | Tenant-Centered Housing | Climate Resilience | Desirable Destination

PUBLIC SAFETY & HEALTH

Reduce crime and improve the wellbeing of all residents, communities, and neighborhoods

Public Safety & Health

Achieving Change Together (ACT) for Cincy

Launched in January 2025, Achieving Change Together (ACT) for Cincy is the City's comprehensive, community-driven strategy to reduce gun violence. In its first year, ACT united City departments, partners, and residents around shared goals—contributing to a 12.5% reduction in citywide shooting incidents (16.4% below the three-year average).

Built on five strategic pillars, ACT's first-year successes span neighborhood revitalization, youth support, firearm safety, mental health partnerships, and policing innovations, including the opening of a new Main Street community office to strengthen on-the-ground engagement.

Public Safety & Health

Shooting & Violent Crime Data

From September 2024 to September 2025, Cincinnati saw 37 fewer shooting incidents and 61 fewer shooting victims, continuing a multi-year downward trend even after a historically low year in 2024. While overall Part 1 violent crime shows mixed patterns—with robberies and aggravated assaults increasing—rape and homicide have both declined, including a 17.7% drop in rapes from 2024 to 2025.

Criminal Shootings (September 1, 2024 through August 31, 2025)

	2025	2024	2023	Change 2024-2025	Change 2023-2025
Shooting Incidents	260	297	311	▼ -12.5% (-37)	▼ -16.4% (-51)
Shooting Victims	301	362	382	▼ -16.9% (-61)	▼ -21.2% (-81)
Non-Fatal Victims	242	298	317	▼ -18.8% (-56)	▼ -23.7% (-75)
Fatal Victims	59	64	65	▼ -7.8% (-5)	▼ -9.2% (-6)

Violent Crime (September 1, 2024 through August 31, 2025)

	2025	2024	2023	Change 2024-2025	Change 2023-2025
Homicide	71	77	72	▼ -7.8% (-6)	▼ -1.4% (-1)
Rape	190	231	283	▼ -17.7% (-41)	▼ -32.9% (-93)
Robbery	740	646	652	▲ 14.6% (+94)	▲ 13.5% (+88)
Aggravated Assault	771	736	749	▲ 4.8% (+35)	▲ 2.9% (+22)

Summer Activity

Summer 2025 was particularly challenging. Despite the overall reduction in crime, criminal activity and disorder increased during the summer, especially in the Downtown and OTR, and we saw a concerning amount of young people involved as either perpetrators or victims. In response, CPD and the City Manager's Office rapidly deployed new investments, resources, and strategies to curb the trend. These interventions proved effective, with Downtown and OTR violence dropping from a 6% increase in June–July to a 29% decrease from July–August, alongside significant reductions in shootings both citywide and in the urban core.

Public Safety & Health

Police Operations

The City continues to prioritize rebuilding and strengthening CPD's workforce through expanded recruiting, lateral hiring, and the new Police Understudy Program, creating a more reliable pipeline of future officers. These coordinated efforts, alongside several operational wins, reflect a focused strategy to maintain effective staffing and advance innovative policing citywide. Key initiative highlights include:

- PIVOT Unit: Expanded to an eight-person team with enhanced training and analytical support, while launching new community-building efforts in future PIVOT areas.
- Community Problem-Oriented Policing (CPOP): Increased public reporting and transparency, 9 community presentations, a new annual problem-solving report, and award-winning projects in OTR and Government Square.
- Crime Gun Intelligence Center (CGIC): Processed 6,378 ballistic entries into NIBIN, contributing to multiple state and federal arrests, and expanded ballistic-processing capacity across all CPD districts.

Fire Operations

As of September 1, the Cincinnati Fire Department has 886 firefighters, exceeding its full complement of 843—reflecting its continued reputation as a top-tier, highly sought-after department—and this year earned national Gold Status recognition from the American Heart Association for excellence in EMS care. In 2025, CFD advanced major operational improvements, including a strengthened Peak-Demand EMS Program, the full-time deployment of Medic 32 to enhance equitable service, and the completion of the new Fire Training Center.

Public Safety & Health

Alternative Response to Crisis (ARC)

Over the past year, the City's ARC program expanded from a successful pilot into a comprehensive system that now addresses both crisis and non-crisis quality-of-life issues through 911-dispatchable civilian teams. ARC has been fully integrated into day-to-day emergency operations while also conducting proactive outreach, and ECC has simultaneously launched and scaled the new Community Responder program to handle non-crisis calls and support safety around key public spaces.

Citizen Complaint Authority (CCA)

CCA has returned to a full complement of investigators and achieved a 16% reduction in backlog, including a 60% reduction in cases older than 180 days. The department has also reinstated its externship program and connected with UC Law School to strengthen relationships and build a career pipeline.

Public Safety & Health

Emergency Communications Center (ECC)

Over the past year, the Emergency Communications Center strengthened its role as the City's 911 and 311 hub by advancing major initiatives in staffing, quality assurance, and alternative response. ECC reached its highest 911 staffing levels in years, reduced mandatory overtime, met or approached national call-taking quality benchmarks, and continued to exceed statewide 911call-answering standards. The center also expanded employee wellness efforts, reinforcing a sustainable, high-performance environment for frontline emergency communications staff.

Place-based Initiatives

Over the past year, the City's Place-Based Initiatives team has advanced collaborative, community-centered efforts to improve neighborhood quality of life, including completing 51 encampment cleanups while connecting unhoused residents to essential services. The team also strengthened key partnerships—from improving bus use and safety around Government Square to enhancing student–community relations through UC's Town and Gown initiative. Additional work focused on addressing hoarding and unsafe living conditions through expanded outreach, particularly to seniors.

GROWING ECONOMIC OPPORTUNITY

Ensure all residents and businesses have access to the tools they need to achieve economic stability and prosperity

Growing Economic Opportunity

Development Overview

Between September 2024 and September 2025, the City delivered strong development outcomes, executing 71 projects and generating hundreds of thousands of square feet of new commercial, office, and industrial space, alongside significant job creation, payroll growth, and major construction activity. These investments reflect a citywide commitment to transformative development, catalytic neighborhood revitalization, and long-term economic growth. Several major projects advanced this year, each contributing to a more vibrant and equitable Cincinnati.

Major Projects Advanced

- Convention Center Hotel – A $560M+ hospitality anchor now in pre-development, supporting the future convention district.
- Findlay Community Center – A transformational North OTR community hub now under construction with robust public, private, and philanthropic investment.
- Fourth & Walnut Center Hotel Conversion – A historic office-to-hotel redevelopment creating new lodging, residential units, and parking downtown.
- The Avant – A major downtown office-to-residential conversion delivering 162 new apartments and mixed-use space.
- FC Cincinnati North Campus – A 1.27M sq ft mixed-use development advanced through major site-assembly actions.
- Talbert House Crisis Center – A new mental-health crisis care hub in Avondale serving an estimated 1,500 people annually.

These citywide upgrades were complemented by impactful neighborhood projects in the West End, Price Hill, Avondale, Northside, College Hill, Westwood, Madisonville, Mt. Washington, and Pleasant Ridge—each reinforcing the City's commitment to equitable, community-driven growth.

Growing Economic Opportunity

Affordable Housing

Between September 2024 and September 2025, the City advanced a strong pipeline of affordable housing, supporting developments across a range of income levels—from deeply affordable units at 30% AMI to workforce housing at 120% AMI. With more than $256 million in total development activity and over $15 million in City investment, these projects are expanding housing access, stabilizing neighborhoods, and delivering high-quality homes for residents. The three largest projects reflect a balanced strategy focused on seniors, people exiting homelessness, and mixed-income communities.

Major Affordable Housing Projects

- Alexandra Apartments (Walnut Hills – 83 units) – Redevelopment of a historic building into senior housing at 50% AMI and below, supported by $800,000 in City capital.
- Gloria's Place (OTR – 44 units) – A housing-first project creating deeply affordable homes (30–50% AMI) with 24/7 wraparound services for residents experiencing or at risk of homelessness.
- Thatcher Flats II (Walnut Hills – 36 units) – New construction delivering 36 affordable units (30–50% AMI) and achieving LEED Silver certification, supported by $2.3 million in City funding.

Growing Economic Opportunity

Uplifting Cincinnatians & Growing Wealth

Since its launch in April 2025, the Office of Opportunity has advanced the City's Financial Freedom Blueprint through data-informed, resident-centered strategies that expand access to economic mobility, food, and housing. Meanwhile, the Office of Human Services (OHS) continues to strengthen community resilience by funding programs that promote workforce development, youth gun violence prevention, housing stability, and community-led public safety initiatives. Together, these offices align resources, partners, and systems to improve quality of life and opportunity citywide.

Key Initiatives:

- Winton Hills Grocery Delivery Pilot – Partnering with Kroger to improve food access in an underserved neighborhood.
- CityWise Housing Platform – Provides real-time access to affordable and market-rate housing options.
- Medical Debt Relief (OHS) – Eliminated $220 million in medical debt for over 119,000 Cincinnati residents.
- Access to Counsel (OHS) – Provided free legal representation to 779 households facing eviction, preventing displacement for 86%.
- Children's College Savings Accounts (OHS) – Enrolled 50+ preschoolers with seed deposits and incentives for families.
- Transgender Youth Mental Health & Safety Funding (OHS) – $500,000 allocated to nine agencies supporting mental health, safety, and enrichment programs.
- Boots on the Ground & Safe & Clean Grants (OHS) – Funded 61 grassroots and youth-led projects, engaging over 1,400 volunteers.
- Impact Award (OHS) – $2.1M deployed for homelessness prevention (2024) and $850K for food insecurity (2025).
- Project Lift & IDA Accounts (Office of Opportunity) – Workforce development and financial coaching to support residents pursuing homeownership.

Growing Economic Opportunity

Investing in Our Youth

The City's Career Pathways Initiative (CPI) develops a future-ready workforce by connecting young people to public service careers through outreach, employment, and financial empowerment. Between September 2024 and September 2025, CPI engaged 54 high schools and 14 colleges, maintained 90+ education and workforce partnerships, and employed 315 youth through the Youth to Work program across multiple City departments. Additionally, 201 participants received financial literacy training supported by a $20,000 Cities for Financial Empowerment grant.

Federal Grants

Despite challenging uncertainty originating at the federal level, the Office of Grant Administration & Government Affairs has successfully leveraged our expertise and strong relationships to secure 29 federal awards and subawards totaling nearly $165 million.

THRIVING NEIGHBORHOODS

Ensure all residents have access to affordable, clean, resilient, and beautiful neighborhoods

Thriving Neighborhoods

Streets, Sidewalks & Pedestrian Safety

Since December 2022, DOTE has implemented the Complete Streets mandate to enhance pedestrian, bicycle, and non-automobile safety whenever streets are built or repaved. In 2024, the department added 1,291 safety features, 258 traffic-calming measures, and over 109,000 square feet of new or improved sidewalks, with more than 45 projects planned across 21 neighborhoods. Looking ahead, DOTE will invest over $66 million in grant funding to build additional bike and pedestrian infrastructure, including the Lick Run Connector Trail and new bikeways on key corridors.

Green Cincinnati

The City continues to advance the Green Cincinnati Plan, with 107 of 129 strategic actions underway or complete, keeping Cincinnati on track to meet its 2030 carbon-emissions reduction target. Key initiatives include developing the Center Hill Landfill solar project, expanding municipal renewable energy to 102.5MW, and growing the electric and hybrid vehicle fleet with supporting charging infrastructure. The Office of Environment and Sustainability has also invested over $500,000 in 104 community-led climate projects, including 29 youth-led initiatives, to foster local climate solutions across the city.

Thriving Neighborhoods

A Vibrant City

From September 2024 to September 2025, the City's Special Events team issued 420 permits for a wide range of events, from signature parades and marathons to sold-out concerts and new events like the Queen City Triathlon. The Cincinnati Recreation team also successfully opened all 24 City-owned pools with extended hours and programs, and advanced major recreational projects like the Oskamp Recreation Complex to improve accessibility and amenities. City initiatives such as Rock the Block, the Pet Adoption Event, and Adopt A Class engaged neighborhoods, schools, and students, providing hands-on community service, youth mentorship, and tangible benefits for residents and local nonprofits. These efforts collectively highlight the City's commitment to vibrant, accessible, and community-centered programming.

Thriving Neighborhoods

Litigating Quality of Life Issues

Since September 2024, the Law Department has actively pursued accountability in housing, public safety, and health, filing 88 new cases impacting over 1,500 housing units and closing more than 1,500 health and building violations. The Department has managed high-profile property cases—including Vinebrook Homes, Williamsburg Apartments, REM Capital, Second Avenue, and Vision & Beyond—ensuring compliance, property investment, and protections for residents. Enforcement efforts also addressed crime and disorder, resulting in closures of multiple nightclubs and pioneering use of court action to enforce the Ohio Smoke Free Workplace Act. Additionally, the Law Department supported legislative initiatives and updated Board of Health regulations to strengthen tenant protections, nuisance enforcement, and public health standards.

Thriving Neighborhoods

Greater Cincinnati Water Works

GCWW continues to lead nationally in utility management, recognized for customer service, technical innovation, and financial stewardship. In FY25, GCWW replaced 1,640 lead service lines to reduce health risks and coordinated with SMU and MSD to prevent billions in potential flood damage during a heavy April rainfall, protecting $3 billion in property. The utility also launched Greater Cincinnati Water University, educating 300+ students on the importance of water, and maintained its AAA credit rating from S&P Global, ensuring continued low-cost investment in safe, reliable water services.

Metropolitan Sewer District

MSD has secured regulatory approval to launch the next phase of its Wet Weather Improvement Program under the federal consent decree. Between 2025 and 2035, it will deliver seven major projects at the Mill Creek and Little Miami treatment plants—more than $1 billion in critical upgrades. MSD also secured two major low-interest loans from the Ohio Water Development Authority, saving customers over $100 million while advancing key sewer upgrades. A $355 million loan for the new 700-million-gallon-per-day Mill Creek pump station will avoid about $99 million in borrowing costs and boost capacity during heavy rains.

Thriving Neighborhoods

Helping Homeowners

B&I's HARBOR program has helped 24 homeowners maintain safe and livable homes over the past year, providing financial support for repairs ranging from hazardous tree removal to roof and structural improvements. The program strengthens neighborhoods, preserves housing stock, and promotes stability for long-term residents. Meanwhile, the Neighborhood in Focus Avondale Rental Rehab Program supports small-scale landlords in maintaining safe, code-compliant rental units, with 13 units currently enrolled and several projects either completed or underway. Together, these programs enhance housing quality and neighborhood resilience across the city.

Subway Tunnels: A Unique Opportunity

Cincinnati's urban core contains historic, unused subway tunnels, presenting a unique opportunity to transform a long-abandoned space into a generational asset. While the tunnels pose physical and logistical challenges—including water and telecom infrastructure, poor ventilation, and limited lighting—the City is exploring innovative uses as the water main reaches the end of its life. Creative proposals have been received through a Request for Information, ranging from culinary and cultural spaces to transportation and recreation, and the City is now reviewing RFP submissions to advance the project. This initiative reflects a bold vision to repurpose a hidden asset for the benefit of the community.

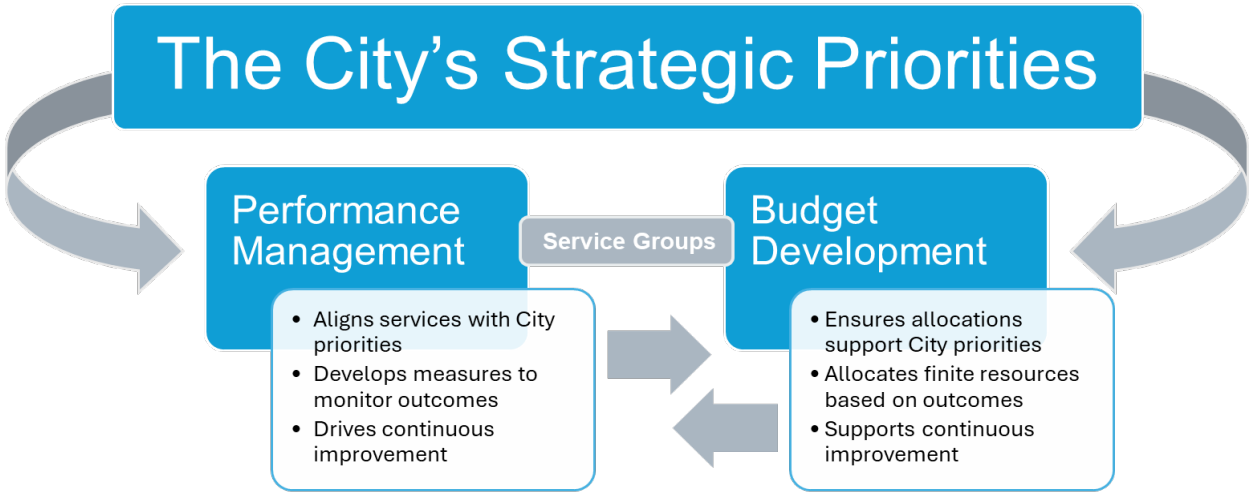
FISCAL SUSTAINABILITY

Ensure the City plans for long-term financial stability that can support a budget that reflects the needs of the community

Fiscal Sustainability

Performance-based Budgeting

The City has completed its three-year transition to performance-based budgeting (PBB), linking performance management directly to budget decisions. PBB combines Executive Finance Review, Executive Performance Review, and Executive Budget Review to align departmental performance metrics with fiscal planning. This process allowed the City to make informed budget allocation decisions and close the FY26 General Fund deficit efficiently. By integrating performance data with financial planning, PBB enhances transparency, accountability, and strategic resource use across departments.



Fiscal Sustainability

Bond Rating Affirmed

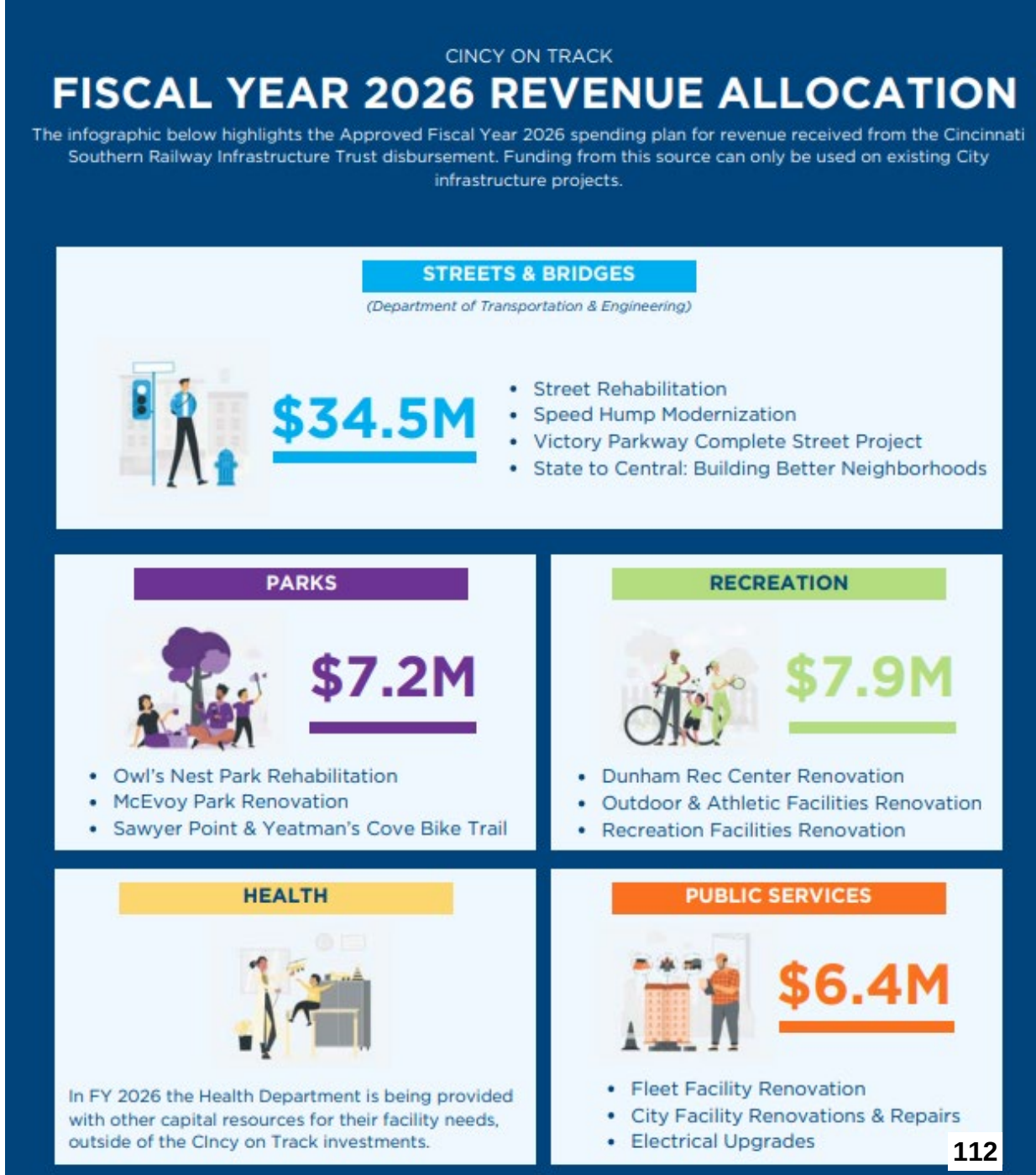
Cincinnati's AA bond rating was affirmed by both S&P Global Ratings and Moody's Investors Service, with a stable outlook, reflecting strong fiscal management and leadership. This high rating supports the City's ability to fund capital projects—like fleet, facilities, and infrastructure—at lower borrowing costs. Maintaining this rating helps ensure cost-effective delivery of essential city services.

Cincy on Track

Disbursements from the Cincinnati Southern Railway (CSR) Infrastructure Trust began in FY26 with a first annual allocation of $56 million, supporting more strategic and equitable capital planning across City departments. Departments are using a formal methodology to prioritize projects and plan in phases, enhancing transparency and impact.

Key criteria for CSR project allocation include:

- Infrastructure condition
- Equity
- Operating budget impact
- Project readiness
- Strategic importance and service delivery impacts



Fiscal Sustainability

Optimizing Revenue

The Finance Department implemented a master fee database and review process to ensure City fees are effective and account for service delivery costs. Early successes include a 20% year-over-year growth in parking fine revenues and updates to the Admission Tax, generating an additional $1.1 million in FY25. The department also pursued Ground Emergency Medical Transport (GEMT) fee enhancements, with the first supplemental Medicaid payment expected in November 2026, potentially adding $6.3 million annually. These initiatives reflect a more strategic and data-driven approach to City revenue management.

Fleet Innovation

The Fleet Services Division, in partnership with OPDA, has streamlined operations and increased capacity through dedicated staff and enhanced data analysis support. Fleet maintenance compliance is now at 88% of the 90% goal, and a new process allows under-repair vehicles to be backfilled with usable ones, saving costs and improving efficiency. A citywide dashboard tracks fleet replacement needs, ensuring capital funds are allocated where most needed, while underutilized vehicles are reassigned to maximize use. These innovations collectively strengthen fleet management and operational effectiveness.

EXCELLENT & EQUITABLE SERVICE DELIVERY

The City will deliver best-in-class services to all residents

Excellent & Equitable Service Delivery

311 Cincy: All-in-One Customer Service

311Cincy remains the City's central hub for resident service requests, with a new service structure and dashboard improving departmental coordination and data-driven insights for leadership. Snow removal operations were modernized with advanced routing, in-cab navigation, a Snowplow Tracker, and fleet readiness dashboards, enhancing transparency and preparedness. Beautification and litter removal services were also optimized to be more efficient, data-driven, and responsive to community needs.

Technology Improvements: CAGIS & OnBase

The City has successfully implemented digital workflows through CAGIS Edge (ezTrak) and OnBase, modernizing permitting, planning, and administrative processes for B&I, City Planning, and Law. Hamilton County has also gone fully digital, allowing residents and businesses to submit and track permits online, saving time and reducing the need for in-person visits. These upgrades improve efficiency, transparency, and customer experience, with plans to expand the system to the Cincinnati Health Department next year.

311 CINCY

24/7 Connection to Cincinnati Customer Service

Excellent & Equitable Service Delivery

Community Engagement

Since September 2024, the City Manager's Community Engagement Policy has guided staff training and strengthened community relationships. Nearly 1,300 employees completed the training module, supported by an online Resource Guide, and 53 staff members have become Engagement Champions, deepening their skills and fostering a culture of engagement across departments.

Performance Management

Over the past year, the City's performance management program has expanded, with Performance-Based Budgeting fully implemented and more dashboards in use. OPDA developed dashboard tools for multiple departments, resulting in total report views nearly doubling from 2024 to 2025 and more than tripling since 2023. This growth reflects stronger Citywide partnerships and has driven operational efficiencies and cost savings.

Improving Procurement

Since Laura Castillo's appointment as Interim Director of Procurement in April 2025, the department's 100-Day Procurement Reform Plan has modernized and streamlined City purchasing processes, increasing transparency and cross-department collaboration. Key improvements include a visual procurement tool, standardized buyer training, joint compliance sessions with Law and Finance, and updated procedures to simplify small or time-sensitive purchases. The plan also extended the Professional Services Pilot Program to evaluate long-term impacts.

Management Priorities

Priorities agreed upon by Council on October 30, 2023.

Management

Recruitment | Retention | Employee Morale | Major Hires | Culture of "Yes, And" | Remove Bottlenecks

Leadership

Ability to prioritize, delegate, and lead

Government Efficiencies

Remove Unnecessary Bureaucracy | Move Projects Forward | Use Data-Driven Approach

Relationship & Collaboration

with Council, Mayor, and Community Partners

Communication

Internal | External

Management Priorities

Management

The City has strengthened workforce development and employee engagement through a combination of studies, surveys, professional development, and structural improvements. The Classification & Compensation Study with The Segal Group ensures job structures and pay practices remain relevant, while the annual City Manager “temp check” survey provides insights into employee satisfaction and workplace culture. Leadership training, recognition programs, and teambuilding activities support morale and retention, complemented by strategic hires and departmental restructuring. Internal policies were updated to clarify expectations and compliance, and new committees were formed to guide inclusive recruitment and ethical AI adoption.

Highlights include:

- Classification & Compensation Study to update job structures, pay practices, and promotional pathways
- Third annual City Manager “temp check” survey to track workforce trends
- Leadership training expanded to emerging middle management
- Major hires and departmental restructuring (e.g., Parking Enforcement to DPS, Cincinnati Retirement System to Finance)
- Updated policies on ERGs, political activity, parental leave, nepotism, and on-the-job injuries
- New Inclusive Recruitment Committee and AI Governance Committee
- Recognition with 2025 Governor's Inclusive Employer Award from Opportunities for Ohioans with Disabilities

Management Priorities

Leadership

In 2025, the City successfully completed collective bargaining negotiations with AFSCME, CODE, Cincinnati Building Trades, and the Teamsters, achieving contracts that balance strong employee benefits with fiscal responsibility. All agreements were reached collaboratively, without the need for fact-finding or conciliation, reflecting strong labor relationships. Internal processes were revamped to gather departmental input, and biweekly coordination meetings ensured alignment across the City Manager's Office, HR, Finance, Law, and Communications.

Government Efficiencies

The Strategic Initiative Execution Teams (SIET) program provides the City with a cross-departmental framework to turn strategic priorities into measurable results, with new focus areas on employees and technology to enhance impact. OPDA continues to support departments with data analysis, dashboards, and process improvements, including modernization of the public safety testing process and civil service exam updates to improve transparency and fairness. A new agreement with The Port will align priorities and more effectively deploy City resources. Process mapping in DCED streamlined funding workflows, nearly tripling the number of new or preserved affordable housing units, while audits of REDI Cincinnati led to stronger oversight and performance reporting.

Management Priorities

Relationship & Collaboration with Council, Mayor, and Community Partners

We've expanded our lobbying and engagement efforts to directly include City Council offices, holding office hours briefings twice per month and better engaging Councilmembers about the topics they want to engage with as they shape their future policy priorities. We have expanded the capabilities of our RAVE system to share emergency alerts directly with the Mayor and Councilmembers and worked to tailor specific communications approaches depending on how elected officials best receive information.

Communication (Internal & External)

The City's Strategic Communications Plan, launched in 2024, ensures consistency and clarity of messages across teams, projects, and audiences. A complete renovation of City Hall Room 115, including upgraded technology and accessibility resources, has greatly improved our capabilities for both internal meetings and external media events.

In Conclusion

Three years in, I am as proud, humbled, and honored to be City Manager as my first day on the job. I do not take lightly the responsibility of solving City-sized problems, nor do I take for granted the incredible opportunity to craft a City-sized future.

Thank you for your partnership as we lead this City together.

I would also like to thank everyone who helped craft this report: our ACMs, department directors and leadership staff, and my Chief of Staff and Communications team.

More importantly, thank you to each of the thousands of City employees who do the incredible work. You are the reason Cincinnati is the unique, wonderful place it is, and you are the reason that I take such pride in being City Manager.

THANK YOU