



# City of Cincinnati

801 Plum Street  
Cincinnati, OH 45202

## Agenda - Final

### Budget and Finance Committee

*Chairperson, Greg Landsman*  
*Vice Chairperson, Reggie Harris*  
*Councilmember Jeff Cramerding*  
*Councilmember Mark Jeffreys*  
*Councilmember Scotty Johnson*  
*Vice Mayor Jan-Michele Kearney*  
*Councilmember Liz Keating*  
*Councilmember Meeka Owens*  
*President Pro Tem Victoria Parks*

---

Monday, April 18, 2022

1:00 PM

Council Chambers, Room 300

---

ROLL CALL

### AGENDA

1. [202200980](#) ORDINANCE (EMERGENCY), submitted by Mayor Aftab Pureval, from Andrew W. Garth, City Solicitor, AUTHORIZING the transfer and return to source Local Fiscal Recovery Fund 469 of the sum of \$250,000 from American Rescue Plan grant project account no. 469x101xARP050, "FY 2021 COVID Expenses," for the purpose of realigning sources with actual uses; ESTABLISHING new Local Fiscal Recovery Fund 469 American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime; AUTHORIZING the transfer and appropriation of the sum of \$250,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime to address an increase in violent crime by strategically deploying overtime to hot spots and event areas in the City; and DECLARING expenditures from American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," to be for a public purpose.

**Sponsors:** Mayor

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

2. [202200613](#) ORDINANCE (EMERGENCY) submitted by John P. Curp, Interim City Manager, on 4/6/2022, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Fourth and Pike Apartments, LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 516 E. 4th Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 45,000 square feet of residential space, consisting of approximately 29 residential rental units, and approximately 1,700 square feet of commercial space, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling cost of approximately \$18,000,000.

**Sponsors:** City Manager

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

3. [202200975](#) ORDINANCE (EMERGENCY) submitted by John P. Curp, Interim City Manager, on 4/13/2022, AUTHORIZING the City Manager to accept in-kind donations of rainbow flags from City Pride, the City of Cincinnati's LGBTQIA+ Employee Resource Group, and subsequent similar replacement flags, valued at approximately \$260 each; and AUTHORIZING the City Manager to fly a rainbow flag from the flagpole at City Hall from June 1 to June 30 each year in recognition of Cincinnati's celebration of Pride Month and the Pride Month Parade as a symbol of support for the City's lesbian, gay, bisexual, transgender, queer, intersexual, and asexual employees and the LGBTQIA+ community in Cincinnati and the region.

**Sponsors:** City Manager

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

4. [202200977](#) ORDINANCE (EMERGENCY) submitted by John P. Curp, Interim City Manager, on 4/13/2022, AUTHORIZING the City Manager to accept a donation from the USS Cincinnati Commissioning Foundation of a framed lithograph, signed by the artist Peter K. Hsu, and valued at approximately \$95.00, of the original painting of the USS Cincinnati that was presented to the ship in 2019 during its commissioning ceremony.

**Sponsors:** City Manager

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

5. [202200979](#) ORDINANCE (EMERGENCY) submitted by John P. Curp, Interim City Manager, on 4/13/2022, AUTHORIZING the City Manager to accept and appropriate a donation totaling \$500,000 from the Cincinnati Park Board Commissioners' Fund for the purpose of providing resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; and AUTHORIZING the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

**Sponsors:** City Manager

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

6. [202200981](#) RESOLUTION (LEGISLATIVE) submitted by John P. Curp, Interim City Manager, on 4/13/2022, DECLARING the necessity of assessing properties in Lighting Group 3 that benefit from special street lighting within the City of Cincinnati for the cost of such lighting for the three-year period beginning August 1, 2021.

**Sponsors:** City Manager

**Attachments:** [Transmittal](#)  
[Legislative Resolution](#)  
[Attachment](#)

ADJOURNMENT

202200920  
Date: April 6, 2022

**To:** Mayor Aftab Pureval  
**From:** Andrew W. Garth, City Solicitor *AWG*  
**Subject:** **Emergency Ordinance – American Rescue Plan Funds for Summer Safety Initiative**

---

Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the transfer and return to source Local Fiscal Recovery Fund 469 of the sum of \$250,000 from American Rescue Plan grant project account no. 469x101xARP050, “FY 2021 COVID Expenses,” for the purpose of realigning sources with actual uses; **ESTABLISHING** new Local Fiscal Recovery Fund 469 American Rescue Plan grant project account no. 469x101xARP207, “Summer Safety Initiative,” for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime; **AUTHORIZING** the transfer and appropriation of the sum of \$250,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP207, “Summer Safety Initiative,” for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime to address an increase in violent crime by strategically deploying overtime to hot spots and event areas in the City; and **DECLARING** expenditures from American Rescue Plan grant project account no. 469x101xARP207, “Summer Safety Initiative,” to be for a public purpose.

AWG/CFG(ink)  
Attachment  
361569

EMERGENCY

City of Cincinnati

CFG

AWB

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

- 2022

**AUTHORIZING** the transfer and return to source Local Fiscal Recovery Fund 469 of the sum of \$250,000 from American Rescue Plan grant project account no. 469x101xARP050, “FY 2021 COVID Expenses,” for the purpose of realigning sources with actual uses; **ESTABLISHING** new Local Fiscal Recovery Fund 469 American Rescue Plan grant project account no. 469x101xARP207, “Summer Safety Initiative,” for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime; **AUTHORIZING** the transfer and appropriation of the sum of \$250,000 from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP207, “Summer Safety Initiative,” for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime to address an increase in violent crime by strategically deploying overtime to hot spots and event areas in the City; and **DECLARING** expenditures from American Rescue Plan grant project account no. 469x101xARP207, “Summer Safety Initiative,” to be for a public purpose.

WHEREAS, the City received funding from the United States Department of the Treasury pursuant to the American Rescue Plan Act as part of the Coronavirus Local Fiscal Recovery Fund Act; and

WHEREAS, a portion of the funding was appropriated to American Rescue Plan grant project account no. 469x101xARP050, “FY 2021 COVID Expenses,” which was designated to provide fiscal stability for fiscal year 2021; and

WHEREAS, the City’s fiscal year 2021 budget is now closed, so remaining funds identified for fiscal year 2021 fiscal stability are available to be reallocated for other purposes; and

WHEREAS, the Cincinnati Police Department allocates Police Visibility Overtime (PVO) within the department to provide additional policing in criminal hot spots and event areas throughout the year based on crime data and projections; and

WHEREAS, a data-driven approach will be utilized to determine the best deployment of resources to improve safety within the City; and

WHEREAS, criminal activity has spiked during the COVID-19 pandemic including an increase in violent crime, and \$250,000 of American Rescue Plan funds are being made available for a Summer Safety Initiative to provide additional police patrols in criminal hot spots and event areas; now, therefore,

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

Section 1. That the sum of \$250,000 is hereby transferred and returned to source Local Fiscal Recovery Fund 469 from American Rescue Plan grant project account no. 469x101xARP050, "FY 2021 COVID Expenses," for the purpose of realigning sources with actual uses.

Section 2. That the Director of Finance is hereby authorized to establish new Local Fiscal Recovery Fund 469 American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime.

Section 3. That the sum of \$250,000 is hereby transferred and appropriated from the unappropriated surplus of Local Fiscal Recovery Fund 469 to newly established American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," for the purpose of providing funds to the Cincinnati Police Department for Police Visibility Overtime to address an increase in violent crime by strategically deploying overtime to hot spots and event areas in the City.

Section 4. That expenditures from American Rescue Plan grant project account no. 469x101xARP207, "Summer Safety Initiative," are hereby declared to be for a public purpose because criminal activity has spiked during the COVID-19 pandemic and additional police overtime will enhance public safety.

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

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is

the immediate need to implement authorized American Rescue Plan-related support programs and projects.

Passed: \_\_\_\_\_, 2022

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

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

April 13, 2022

**To:** Mayor and Members of City Council 202200613  
**From:** John P. Curp, Interim City Manager  
**Subject:** **EMERGENCY ORDINANCE – LEED CRA AGREEMENT WITH FOURTH AND PIKE APARTMENTS, LLC**

---

Attached is an Emergency Ordinance captioned:

**APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Fourth and Pike Apartments, LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 516 E. 4th Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 45,000 square feet of residential space, consisting of approximately 29 residential rental units, and approximately 1,700 square feet of commercial space, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling cost of approximately \$18,000,000.

### **BACKGROUND/CURRENT CONDITIONS**

Fourth and Pike Apartments, LLC (the “Developer”) currently owns the 50-year-old multi-family building located at 516 E. 4<sup>th</sup> Street (aka 550 E. 4<sup>th</sup> Street) in the Central Business District. The property is located within the Lytle Park Historic District. Given the age of the property, it requires substantial reinvestment to bring it to market standards. The property was previously occupied but has been vacated in advance of the planned renovation.

### **DEVELOPER INFORMATION**

Fourth and Pike Apartments, LLC is affiliated with Eagle Realty Group. Eagle Realty Group is the real estate subsidiary of Western & Southern Financial Group (“W&SFG”). Eagle Realty Group has decades of experience developing properties in downtown Cincinnati. Previous projects include the 30-unit Sixth & Race Apartments and the 1 million square foot Queen City Square. Eagle Realty Group is also active in dozens of multi-family developments throughout the nation.

W&SFG has a 30+ year history of supporting affordable housing and similarly important City initiatives, from Over-the-Rhine’s high-quality, low-income Bracket Village housing project of the 1990s to today’s Affordable Housing Trust Fund. W&SFG is the largest



private contributor (tied with the Greater Cincinnati Foundation) to the Affordable Housing Trust Fund, with their recent contribution of \$5 million (nearly 10% of the Fund). Further, W&SFG has publicly announced its plans to significantly help create affordable/workforce housing in Cincinnati. They are actively working with local developers to try to advance such projects, including a Walnut Hills workforce housing project (60-80% AMI) in partnership with Urban Sites.

**PROJECT DESCRIPTION**

The Developer plans to remodel the 50-year-old building into approximately 45,000 square feet of residential space, consisting of approximately 29 residential rental units, and approximately 1,700 square feet of ground-floor commercial space. Floor plans range from one to four-bedroom units. The total project cost is expected to be approximately \$18,000,000. The project will be constructed in compliance with LEED Silver, Gold or Platinum standards or Living Building Challenge standards. The project will support the creation of 70 temporary construction jobs with \$5,000,000 in annual payroll.

The Developer has agreed to use its best efforts and take affirmative steps to achieve (i) the City’s goal of voluntarily meeting thirty percent (30%) SBE participation., and (ii) a sub-goal, being the Company’s Project-specific voluntary commitment, of meeting the City’s economic inclusion program goals to achieve a standard of no less than: (x) five percent (5%) MBE participation; and (y) seven percent (7%) WBE participation. Further, the Developer has agreed to adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati.

Although it is difficult to determine the exact value of new income tax revenue created by a residential project, we can assume that those living at the project site will contribute 1.8% of their income to the City annually. To measure that value, the below estimation was done. The annual income is calculated on the assumption that each resident will spend 30% of their income on rent and utilities (utilities estimated at \$75 per month). This project is anticipated to generate approximately \$82,494 per year in City income tax, and \$371,223 over the term of the incentive.

| Unit Type | Number of Units | Total Housing Cost Including Utilities | Income Assumption (Rent = 30% of income) | Payroll            | City Income Tax Annually | City income Tax over 15 years |
|-----------|-----------------|--|--|--------------------|--------------------------|-------------------------------|
| 1BR       | 6               | \$2,875                                | \$115,000                                | \$690,000          | \$12,420                 | \$186,300                     |
| 2BR       | 6               | \$3,575                                | \$143,000                                | \$858,000          | \$15,444                 | \$231,660                     |
| 3BR       | 15              | \$4,275                                | \$171,000                                | \$2,565,000        | \$46,170                 | \$692,550                     |
| 4BR       | 2               | \$5,875                                | \$235,000                                | \$470,000          | \$8,460                  | \$126,900                     |
|           |                 |  |  | <b>\$4,583,000</b> | <b>\$82,494</b>          | <b>\$1,237,410</b>            |

**PROPOSED INCENTIVE**

DCED is recommending a 100% (net 52%), 15-year CRA tax exemption for this property.

The exemption applies only to the increase in value of the building attributable to the project improvements. Pursuant to the LEED Commercial CRA policy established by City Council, this project is located within the Streetcar VTICA Area and is therefore eligible for a 100% (net 52%), 15-year tax exemption.

Although the current policy does not require projects within the Streetcar VTICA Area to be underwritten, the Developer provided a proforma for which DCED completed an underwriting analysis. Based on the analysis, it was determined that there is a gap in the market rate of return that is expected for this type of project in the CBD. While the incentive does slightly increase the rate of return, the rate of return is still lower than similar projects within the market area.

| <b>SUMMARY</b>  |                      |
|---|----------------------|
| <b>Forgone Public Benefit if Project Does not Proceed</b> |                      |
| CPS PILOT (Forgone New Revenue)                           | (\$1,528,056)        |
| VTICA (Forgone New Revenue)                               | (\$694,571)          |
| Income Tax (Forgone New Revenue)                          | (\$180,000)          |
| <b>Total Public Benefit Lost</b>                          | <b>(\$2,402,628)</b> |
| <b>Incentive Value</b>                                    |                      |
| Annual Net Incentive to Developer                         | \$160,523            |
| <b>Total Term Incentive to Developer</b>                  | <b>\$2,407,847</b>   |
| <b>City's Portion of Property Taxes Forgone</b>           | <b>\$650,727</b>     |
| <b>Public Benefit</b>                                     |                      |
| CPS PILOT   |                      |
| Annual CPS Pilot  | \$101,870            |
| Total Term CPS PILOT                                      | <b>\$1,528,056</b>   |
| VTICA   |                      |
| Annual VTICA  | \$46,305             |
| Total Term VTICA  | <b>\$694,571</b>     |
| Income Tax (Max)**  | <b>\$180,000</b>     |
| <b>Total Public Benefit (CPS PILOT/VTICA /Income Tax)</b> | <b>\$2,402,628</b>   |
| Total Public Benefit ROI*                                 | \$1.00               |
| City's ROI*   | \$3.69               |

\*If the project were going to happen regardless of incentive, this is the return of real dollars for public benefits as potential future dollars are forgone

\*\*This is a jobs-based estimate and does not include potential income tax from City residents. The standard incentive review is based on new jobs alone while there is benefit from resident incomes that are not captured in the table above

**PROJECT TEAM & TIMELINE**

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

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

The anticipated Council timeline is as follows:

- April 13, 2022: Introduction to City Council
- April 18, 2022: Budget and Finance (1)
- April 25, 2022: Budget and Finance (2)
- April 27, 2022: City Council for Final Approval

### **RECOMMENDATION**

The Administration recommends approval of this Emergency Ordinance.

The project will enable an increase in the number of residents in the building and in the Lytle Park Historic District, further adding to the neighborhood's vibrancy. After 50 years, this property requires substantial reinvestment to bring it to market standards, to achieve LEED Silver certification, and to enable it to contribute positively in the forthcoming decades.

Attachment: A. Property location and photograph

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

**Attachment A: Property Location and Photographs**



*Property Location*



*516 E. 4<sup>th</sup> Street (aka 550 E. 4<sup>th</sup> Street)*

EMERGENCY

ZDS *MDK/CMZ*

City of Cincinnati

An Ordinance No. \_\_\_\_\_ - 2022

**APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Fourth and Pike Apartments, LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 516 E. 4th Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 45,000 square feet of residential space, consisting of approximately 29 residential rental units, and approximately 1,700 square feet of commercial space, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling cost of approximately \$18,000,000.

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

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

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

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

WHEREAS, Fourth and Pike Apartments, LLC (the “Company”) desires to remodel an existing building into approximately 45,000 square feet of residential space, consisting of

approximately 29 residential rental units, and approximately 1,700 square feet of commercial space, on real property at 516 E. 4th Street located within the corporate boundaries of the City of Cincinnati, to LEED or LBC standards (the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

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

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

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 15 percent of the exempt real property taxes, which funds shall be committed by the third-party organization to support the streetcar that specially benefits the property; and

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

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Fourth and Pike Apartments, LLC (the “Agreement”), thereby authorizing a 15-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 516 E. 4th Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 45,000 square feet of residential space, consisting of approximately 29 residential rental units, and approximately 1,700 square feet of commercial space, to be constructed in

compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total remodeling cost of approximately \$18,000,000.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and
- (ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and
- (iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District, in accordance with Ohio Revised Code Section 3735.672; and
- (iv) to take all necessary and proper actions to fulfill the City's obligations under the Agreement.

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

Passed: \_\_\_\_\_, 2022

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

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

ATTACHMENT A



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

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

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. The Company is the sole owner of certain real property within the City, located at 516 E. 4th Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- F. The Company has proposed the remodeling of an existing building located on the Property to LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.
- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing five or more dwelling units, in order to be eligible for tax exemption

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

- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

- Q. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.
- S. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2022, passed by Cincinnati City Council on \_\_\_\_\_, 2022.
- T. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, the Company's commitment to meet certain inclusion goals (as more particularly described in Section 11 below), and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel an existing building on the Property into approximately 45,000 square feet of residential space, consisting of approximately 29 residential rental units, and approximately 1,700 square feet of ground floor commercial space, albeit the commercial space could instead be another residential rental unit or, with the prior written approval of the Director of the Department of Community and Economic Development, the Property could be remodeled into hotel units instead of residential or commercial space (the "Improvements") at an estimated aggregate cost of \$18,000,000 to commence after the execution of this Agreement and to be completed no later than June 30, 2024; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council. The Company hereby represents that either or both of the following clauses (a) and (b) are true: (a) it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver, Gold or Platinum standards, or (b) it has registered with the International Living Future Institute and/or the Cascadia Green Building Council with intent to certify compliance with LBC standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, (D) compliance with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2024 nor extend beyond the earlier of (i) tax year 2038 or (ii) the end of the fifteenth (15<sup>th</sup>) year of exemption.

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

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

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

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

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the

State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first-degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

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

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

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

Section 11. Business Enterprise Program.

A. Compliance with Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"), which includes SBEs owned by minorities and women ("MBEs" and "WBEs", respectively, as used within CMC Chapter 324, and collectively with SBEs, "Certified Firms"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve (i) the City's goal of voluntarily meeting thirty percent (30%) SBE participation, and (ii) a sub-goal, being the Company's Project-specific voluntary commitment, of meeting the City's economic inclusion program goals to achieve a standard of no less than: (x) five percent (5%) MBE participation; and (y) seven percent (7%) WBE participation. A list of SBEs, MBEs, and WBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE, MBE, or WBE. The Company shall comply with the provisions of CMC Chapters 323 and 324, including without limitation taking at least the following affirmative steps:

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

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

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

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

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

B. Remedies for Noncompliance with Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to Certified Firms, or to provide technical assistance to Certified Firms as may be necessary to reach Certified Firm participation as set out in CMC Chapters 323 and 324 may be construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Sections 323-99 and 324-99 are hereby incorporated by reference into this Agreement.

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create, or cause to be created, 70 full-time equivalent temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately \$5,000,000 of additional annual payroll prior to the completion of the Project with respect to the full-time equivalent temporary construction jobs.

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

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

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

Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such

provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

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

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

Section 18. Revocation.

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

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement.

As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

**Section 19. False Statements; Penalties; Material Representations.**

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

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

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

Section 21. **Annual Fee.** As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. **Discontinued Operations.** As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof,



then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

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

To the City:

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

To the Company:

Fourth and Pike Apartments, LLC  
c/o: Eagle Realty Group, LLC  
Attention: Strategic Investments  
400 Broadway Avenue  
Cincinnati, Ohio 45202

With a copy to:

The Western and Southern Life Insurance Company  
Attn: General Counsel  
400 Broadway  
Cincinnati, Ohio 45202

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 36. Wage Enforcement.

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

Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

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

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

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

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

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

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

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

CITY OF CINCINNATI,  
an Ohio municipal corporation

By: \_\_\_\_\_  
John P. Curp, Interim City Manager

Date: \_\_\_\_\_, 2022

FOURTH AND PIKE APARTMENTS, LLC,  
an Ohio limited liability company

By: W&S Real Estate Holdings, LLC  
an Ohio limited liability company,  
its sole member

By: The Western and Southern Life  
Insurance Company, an Ohio corporation  
its sole member

By: \_\_\_\_\_  
Printed Name: Charles L. Thomas  
Title: Vice President

By: \_\_\_\_\_  
Printed Name: Jeffrey L. Stainton  
Title: Vice President

Date: \_\_\_\_\_, 2022

Authorized by resolution dated \_\_\_\_\_

Approved as to Form:

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

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

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

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

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

**Exhibit A to CRA Agreement**

**LEGAL DESCRIPTION OF PROPERTY**

**Property Address: 516 E. 4<sup>th</sup> Street, Cincinnati, Ohio 45202**  
**Parcel ID No.: 084-0003-0208-00**

**Situated in Sections 12 and 18, Town 4, Fractional Range 1, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, being part of a tract of land conveyed to The Western and Southern Life Insurance Company in D.B. 3382 Pg. 205, all of a tract of land conveyed to The Western and Southern Life Insurance Company in D.B. 3765 Pg. 774, all of a tract of land conveyed to The Western and Southern Life Insurance Company in D.B. 3508 Pg. 492 and a portion of vacated Buchanan Street (Ord. No. 262-1969) as recorded in D.B. 3688 Pg. 164, the boundary of which being more particularly described as follows:**

**Beginning at the intersection of the east right of way line of Lawrence Avenue with the south right of way line of East Fifth Street, witness a cross notch found lying N09°43'06"W a distance of 3.00 feet;**

**Thence along said south right of way line, N80°13'28"E a distance of 199.24 feet to a cross notch set in the west subsurface limited access right of way line of Interstate 71;**

**Thence along said west limited access right of way line, along a curve to the right an arc distance of 75.16 feet to a cross notch set, said curve having a radius of 3003.07 feet, a central angle of 01°26'02" and a chord bearing S09°48'38"E a distance of 75.16 feet;**

**Thence continuing, along a curve to the right an arc distance of 9.57 feet to a cross notch set in the centerline of the aforementioned vacated Buchanan Street, said curve having a radius 2126.14 feet, a central angle of 00°15'28" and a chord bearing S08°55'37"E a distance of 9.57 feet;**

**Thence along said centerline, S79°27'03"W a distance of 51.11 feet to a cross notch set in a concrete light pole base;**

**Thence along the northeast line of the aforementioned The Western & Southern Life Insurance Company tract of land conveyed in D.B. 3508 Pg. 492, S38°05'54"E a distance of 100.55 feet to a point in the aforementioned west subsurface limited access right of way line, witness a 5/8" iron pin set (5/8" iron pin with a blue cap marked "Kleingers Reference") lying N06°33'01"W a distance of 12.00 feet along a curve with an arc length of 12.00 feet, a radius of 2126.14 feet and a central angle of 00°19'24", said witness pin also being in the west subsurface limited access right of way line;**

**Thence along said west limited access right of way line, along a curve to the right an arc distance of 65.86 feet to a 5/8" iron pin set, said curve having a radius of 1319.50 feet, a central angle of 02°51'35" and a chord bearing S04°50'36"E a distance of 65.85 feet;**

**Thence continuing, along a curve to the right an arc distance of 15.59 feet to a cross notch set in the north right of way line of East Fourth Street, said curve having a radius of 1282.36 feet, a central angle of 00°41'47" and a chord bearing S03°09'19"E a distance of 15.59 feet;**

**Thence along said north right of way line, S51°54'06"W a distance of 16.95 feet to a cross notch found at the southeasterly corner of a tract of land conveyed to 506 Phelps Holdings LLC in O.R. 11361 Pg. 1631;**

**Thence along the northeasterly line of said 506 Phelps Holdings LLC tract, N38°05'54"W a distance of 188.08 feet to a 5/8" iron pin found at the northerly corner of said 506 Phelps Holdings LLC tract;**

**Thence along the northerly line of said 506 Phelps Holdings LLC tract, S78°38'04"W a distance of 84.26 feet to a cross notch found in the aforementioned east right of way line of Lawrence Avenue;**

**Thence along said east right of way line, N09°43'06"W a distance of 99.84 feet to the Point of Beginning.**

**Containing 0.645 acres more or less, of which 0.474 acres lie within Section 12 and 0.171 acres lie within Section 18, and being subject to easements, restrictions and rights of way of record.**

**Bearings are based on Park Place at Lytle Condominium as recorded in P.B. 398 Pg. 34, with the south right of way line of East Fifth Street being N80°13'28"E.**

**All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".**

**The above description is based on a field survey performed by The Kleingers Group in May 2021 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.**

**TOGETHER WITH an easement for air rights set forth in Deed Book 3568, Page 329 and referenced in Agreement No. 0891 in Miscellaneous Book 23, Page 116 of the Hamilton County, Ohio records.**

**0100319.0741227 4879-6704-2306v1**

**Exhibit B to CRA Agreement**

**APPLICATION FOR TAX EXEMPTION**

**TO BE ATTACHED TO EXECUTION VERSION**



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

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

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. The Company is the sole owner of certain real property within the City, located at 516 E. 4th Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- F. The Company has proposed the remodeling of an existing building located on the Property to LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.
- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing five or more dwelling units, in order to be eligible for tax exemption

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

- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

- Q. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.
- S. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2022, passed by Cincinnati City Council on \_\_\_\_\_, 2022.
- T. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, the Company's commitment to meet certain inclusion goals (as more particularly described in Section 11 below), and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel an existing building on the Property into approximately 45,000 square feet of residential space, consisting of approximately 29 residential rental units, and approximately 1,700 square feet of ground floor commercial space, albeit the commercial space could instead be another residential rental unit or, with the prior written approval of the Director of the Department of Community and Economic Development, the Property could be remodeled into hotel units instead of residential or commercial space (the "Improvements") at an estimated aggregate cost of \$18,000,000 to commence after the execution of this Agreement and to be completed no later than June 30, 2024; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council. The Company hereby represents that either or both of the following clauses (a) and (b) are true: (a) it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver, Gold or Platinum standards, or (b) it has registered with the International Living Future Institute and/or the Cascadia Green Building Council with intent to certify compliance with LBC standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, (D) compliance with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2024 nor extend beyond the earlier of (i) tax year 2038 or (ii) the end of the fifteenth (15<sup>th</sup>) year of exemption.

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

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

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

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

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the

State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first-degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

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

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

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

Section 11. Business Enterprise Program.

A. Compliance with Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"), which includes SBEs owned by minorities and women ("MBEs" and "WBEs", respectively, as used within CMC Chapter 324, and collectively with SBEs, "Certified Firms"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve (i) the City's goal of voluntarily meeting thirty percent (30%) SBE participation, and (ii) a sub-goal, being the Company's Project-specific voluntary commitment, of meeting the City's economic inclusion program goals to achieve a standard of no less than: (x) five percent (5%) MBE participation; and (y) seven percent (7%) WBE participation. A list of SBEs, MBEs, and WBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE, MBE, or WBE. The Company shall comply with the provisions of CMC Chapters 323 and 324, including without limitation taking at least the following affirmative steps:

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

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

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

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

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

B. Remedies for Noncompliance with Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to Certified Firms, or to provide technical assistance to Certified Firms as may be necessary to reach Certified Firm participation as set out in CMC Chapters 323 and 324 may be construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Sections 323-99 and 324-99 are hereby incorporated by reference into this Agreement.

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create, or cause to be created, 70 full-time equivalent temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately \$5,000,000 of additional annual payroll prior to the completion of the Project with respect to the full-time equivalent temporary construction jobs.

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

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

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

Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such

provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

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

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

Section 18. Revocation.

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

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement.

As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

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

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

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

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof,



then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

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

To the City:

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

To the Company:

Fourth and Pike Apartments, LLC  
c/o: Eagle Realty Group, LLC  
Attention: Strategic Investments  
400 Broadway Avenue  
Cincinnati, Ohio 45202

With a copy to:

The Western and Southern Life Insurance Company  
Attn: General Counsel  
400 Broadway  
Cincinnati, Ohio 45202

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 36. Wage Enforcement.

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

Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

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

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

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

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

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

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

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

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

CITY OF CINCINNATI,  
an Ohio municipal corporation

By: \_\_\_\_\_  
John P. Curp, Interim City Manager

Date: \_\_\_\_\_, 2022

FOURTH AND PIKE APARTMENTS, LLC,  
an Ohio limited liability company

By: W&S Real Estate Holdings, LLC  
an Ohio limited liability company,  
its sole member

By: The Western and Southern Life  
Insurance Company, an Ohio corporation  
its sole member

By: \_\_\_\_\_  
Printed Name: Charles L. Thomas  
Title: Vice President

By: \_\_\_\_\_  
Printed Name: Jeffrey L. Stainton  
Title: Vice President

Date: \_\_\_\_\_, 2022

Authorized by resolution dated \_\_\_\_\_

Approved as to Form:

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

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

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

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

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

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 516 E. 4<sup>th</sup> Street, Cincinnati, Ohio 45202  
Parcel ID No.: 084-0003-0208-00

Situated in Sections 12 and 18, Town 4, Fractional Range 1, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, being part of a tract of land conveyed to The Western and Southern Life Insurance Company in D.B. 3382 Pg. 205, all of a tract of land conveyed to The Western and Southern Life Insurance Company in D.B. 3765 Pg. 774, all of a tract of land conveyed to The Western and Southern Life Insurance Company in D.B. 3508 Pg. 492 and a portion of vacated Buchanan Street (Ord. No. 262-1969) as recorded in D.B. 3688 Pg. 164, the boundary of which being more particularly described as follows:

Beginning at the intersection of the east right of way line of Lawrence Avenue with the south right of way line of East Fifth Street, witness a cross notch found lying N09°43'06"W a distance of 3.00 feet;

Thence along said south right of way line, N80°13'28"E a distance of 199.24 feet to a cross notch set in the west subsurface limited access right of way line of Interstate 71;

Thence along said west limited access right of way line, along a curve to the right an arc distance of 75.16 feet to a cross notch set, said curve having a radius of 3003.07 feet, a central angle of 01°26'02" and a chord bearing S09°48'38"E a distance of 75.16 feet;

Thence continuing, along a curve to the right an arc distance of 9.57 feet to a cross notch set in the centerline of the aforementioned vacated Buchanan Street, said curve having a radius 2126.14 feet, a central angle of 00°15'28" and a chord bearing S08°55'37"E a distance of 9.57 feet;

Thence along said centerline, S79°27'03"W a distance of 51.11 feet to a cross notch set in a concrete light pole base;

Thence along the northeast line of the aforementioned The Western & Southern Life Insurance Company tract of land conveyed in D.B. 3508 Pg. 492, S38°05'54"E a distance of 100.55 feet to a point in the aforementioned west subsurface limited access right of way line, witness a 5/8" iron pin set (5/8" iron pin with a blue cap marked "Kleingers Reference") lying N06°33'01"W a distance of 12.00 feet along a curve with an arc length of 12.00 feet, a radius of 2126.14 feet and a central angle of 00°19'24", said witness pin also being in the west subsurface limited access right of way line;

Thence along said west limited access right of way line, along a curve to the right an arc distance of 65.86 feet to a 5/8" iron pin set, said curve having a radius of 1319.50 feet, a central angle of 02°51'35" and a chord bearing S04°50'36"E a distance of 65.85 feet;

Thence continuing, along a curve to the right an arc distance of 15.59 feet to a cross notch set in the north right of way line of East Fourth Street, said curve having a radius of 1282.36 feet, a central angle of 00°41'47" and a chord bearing S03°09'19"E a distance of 15.59 feet;

Thence along said north right of way line, S51°54'06"W a distance of 16.95 feet to a cross notch found at the southeasterly corner of a tract of land conveyed to 506 Phelps Holdings LLC in O.R. 11361 Pg. 1631;

Thence along the northeasterly line of said 506 Phelps Holdings LLC tract, N38°05'54"W a distance of 188.08 feet to a 5/8" iron pin found at the northerly corner of said 506 Phelps Holdings LLC tract;

Thence along the northerly line of said 506 Phelps Holdings LLC tract, S78°38'04"W a distance of 84.26 feet to a cross notch found in the aforementioned east right of way line of Lawrence Avenue;

Thence along said east right of way line, N09°43'06"W a distance of 99.84 feet to the Point of Beginning.

Containing 0.645 acres more or less, of which 0.474 acres lie within Section 12 and 0.171 acres lie within Section 18, and being subject to easements, restrictions and rights of way of record.

Bearings are based on Park Place at Lytle Condominium as recorded in P.B. 398 Pg. 34, with the south right of way line of East Fifth Street being N80°13'28"E.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group in May 2021 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

**TOGETHER WITH** an easement for air rights set forth in Deed Book 3568, Page 329 and referenced in Agreement No. 0891 in Miscellaneous Book 23, Page 116 of the Hamilton County, Ohio records.

0100319.0741227 4879-6704-2306v1

**Exhibit B to CRA Agreement**

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED TO EXECUTION VERSION



**April 13, 2022**

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

202200975

**From:** John P. Curp, Interim City Manager

**Subject: Emergency Ordinance – HR: Rainbow Pride Flag Donation**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept in-kind donations of rainbow flags from City Pride, the City of Cincinnati’s LGBTQIA+ Employee Resource Group, and subsequent similar replacement flags, valued at approximately \$260 each; and **AUTHORIZING** the City Manager to fly a rainbow flag from the flagpole at City Hall from June 1 to June 30 each year in recognition of Cincinnati’s celebration of Pride Month and the Pride Month Parade as a symbol of support for the City’s lesbian, gay, bisexual, transgender, queer, intersexual, and asexual employees and the LGBTQIA+ community in Cincinnati and the region.

Approval of this Emergency Ordinance authorizes the City Manager to accept in-kind donations of rainbow flags from City Pride, the City of Cincinnati’s LGBTQIA+ Employee Resource Group, and subsequent similar replacement flags, valued at approximately \$260 each. Approval of this Emergency Ordinance further authorizes the City Manager to fly a rainbow flag from the flagpole at City Hall from June 1 to June 30 each year in recognition of Cincinnati’s celebration of the Pride Month and the Pride Month Parade as a symbol of support for the City’s lesbian, gay, bisexual, transgender, queer, intersexual, and asexual employees and the LGBTQIA+ community in Cincinnati and the region. The first rainbow flag is being donated by Human Resources Deputy Director Kelly Carr, Executive Sponsor of the City Pride LGBTQIA+ Employee Resource Group.

June is Pride Month, and the City Administration intends to fly a rainbow flag in recognition of Pride Month and the Pride Month Parade.

There are no new FTEs associated with this donation, and acceptance of this donation does not require any local matching resources.

The reason for the emergency is the immediate need to accept the donated flag in advance of Pride Month in June 2022.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew M. Dudas, Budget Director  
Karen Alder, Finance Director

Attachment

**EMERGENCY**

**KKF**

**- 2022**

**AUTHORIZING** the City Manager to accept in-kind donations of rainbow flags from City Pride, the City of Cincinnati's LGBTQIA+ Employee Resource Group, and subsequent similar replacement flags, valued at approximately \$260 each; and **AUTHORIZING** the City Manager to fly a rainbow flag from the flagpole at City Hall from June 1 to June 30 each year in recognition of Cincinnati's celebration of Pride Month and the Pride Month Parade as a symbol of support for the City's lesbian, gay, bisexual, transgender, queer, intersexual, and asexual employees and the LGBTQIA+ community in Cincinnati and the region.

WHEREAS, June is Pride Month, and the City Administration intends to fly a rainbow flag in recognition of Pride Month and the Pride Month Parade; and

WHEREAS, Council supports flying the rainbow flag from the flagpole at City Hall during Pride Month each June as a symbol of support for the City's lesbian, gay, bisexual, transgender, queer, intersexual, and asexual employees and the LGBTQIA+ community in Cincinnati and the region; and

WHEREAS, Human Resources Deputy Director Kelly Carr, Executive Sponsor of the City Pride LGBTQIA+ Employee Resource Group, has personally purchased a rainbow flag and offered to donate it to the City, on behalf of City Pride, for this purpose; and

WHEREAS, the donated flags will be larger and more inclusive by incorporating the latest redesign of the rainbow flag; and

WHEREAS, each flag is valued at approximately \$260; and

WHEREAS, the City's installation and maintenance of the rainbow flag is the City's own expression, constitutes government speech, and does not signify the City's intent to create a free speech forum; and

WHEREAS, there are no new FTEs associated with this donation, and acceptance of this donation does not require any local matching resources; now, therefore,

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

Section 1. That Council hereby declares it is a matter of great public interest to support the celebration of lesbian, gay, bisexual, transgender, queer, intersexual, and asexual people in

Cincinnati and the region including through accepting the donation of and flying the rainbow flag during Pride Month in June of each year.

Section 2. That the City Manager is hereby authorized to accept an in-kind donation of a rainbow flag and subsequent similar replacement flags from Human Resources Deputy Director Kelly Carr, Executive Sponsor of the City Pride LGBTQIA+ Employee Resource Group (ERG), valued at approximately \$260 each and to display the flag in celebration of Pride Month each June.

Section 3. That the City's installation and maintenance of the rainbow flag is the City's own expression, constitutes government speech, and does not signify the City's intent to create a free speech forum.

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

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 accept the donated flag in advance of Pride Month in June 2022.

Passed: \_\_\_\_\_, 2022

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

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

April 13, 2022

**To:** Mayor and Members of City Council 202200977  
**From:** John P. Curp, Interim City Manager  
**Subject:** Emergency Ordinance – USS *Cincinnati* Lithograph Donation

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept a donation from the USS *Cincinnati* Commissioning Foundation of a framed lithograph, signed by the artist Peter K. Hsu, and valued at approximately \$95.00, of the original painting of the USS *Cincinnati* that was presented to the ship in 2019 during its commissioning ceremony.

This Emergency Ordinance authorizes the City Manager to accept a donation of a 23” x 31” framed lithograph, signed by artist Peter K. Hsu, of the original painting of the USS *Cincinnati* that was presented to the ship during its commissioning ceremony in 2019, valued at \$95 from the USS *Cincinnati* Commissioning Foundation.

The reason for the emergency is the need to accept the donated lithograph at the earliest possible time.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew M. Dudas, Budget Director  
Karen Alder, Finance Director

Attachment

**EMERGENCY**

CFG

- 2022

**AUTHORIZING** the City Manager to accept a donation from the USS *Cincinnati* Commissioning Foundation of a framed lithograph, signed by the artist Peter K. Hsu and valued at approximately \$95.00, of the original painting of the USS *Cincinnati* that was presented to the ship in 2019 during its commissioning ceremony.

WHEREAS, the USS *Cincinnati* Commissioning Foundation has graciously offered to donate to the City a 23” x 31” framed lithograph, signed by the artist Peter K. Hsu and valued at approximately \$95.00, of the original painting of the USS *Cincinnati* that was presented to the ship in 2019 during its commissioning ceremony; and

WHEREAS, select crew of the USS *Cincinnati* visited the City from April 5 to April 10, 2022, to strengthen the bond between the ship and its namesake city; and

WHEREAS, there are no new FTEs associated with this donation, and acceptance of this donation does not require any local matching resources; now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept the generous donation from the USS *Cincinnati* Commissioning Foundation of a 23” x 31” framed lithograph, signed by the artist Peter K. Hsu and valued at approximately \$95.00, of the original painting of the USS *Cincinnati* that was presented to the ship in 2019 during its commissioning ceremony.

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

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

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to accept the donated lithograph at the earliest possible time.

Passed: \_\_\_\_\_, 2022

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

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

April 13, 2022

**To:** Mayor and Members of City Council 202200979

**From:** John P. Curp, Interim City Manager

**Subject: Emergency Ordinance – Parks: Cincinnati Park Board Commissioners’ Fund Donations**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to accept and appropriate a donation totaling \$500,000 from the Cincinnati Park Board Commissioners’ Fund for the purpose of providing resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory’s gift shop inventory, and other vital costs associated with running the City’s parks; and **AUTHORIZING** the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

This Emergency Ordinance would authorize the City Manager to accept and appropriate a donation totaling \$500,000 from the Cincinnati Park Board Commissioners’ Fund. This Emergency Ordinance would also authorize the Finance Director to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

The Cincinnati Park Board Commissioners’ Fund consists of funds received from endowments and donations from various entities to support the Cincinnati Park Board. This donation will provide resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory’s gift shop inventory, and other vital costs associated with running the City’s parks.

No additional FTE are associated with this donation, and matching funds are not required.

This Emergency Ordinance is in accordance with the Sustain goal to “Preserve our natural and built environment” and strategy to “Protect our natural resources,” as described on pages 193 – 196 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to ensure the availability of necessary resources to avoid disruption of providing services in the City’s parks.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew M. Dudas, Budget Director  
Karen Alder, Finance Director



Attachment

**EMERGENCY**

**KKF**

**- 2022**

**AUTHORIZING** the City Manager to accept and appropriate a donation totaling \$500,000 from the Cincinnati Park Board Commissioners' Fund for the purpose of providing resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks; and **AUTHORIZING** the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

WHEREAS, the Park Board Commissioners' Fund consists of funds received from endowments and donations from various entities to support the Cincinnati Park Board; and

WHEREAS, acceptance of a donation totaling \$500,000 from the Cincinnati Park Board Commissioners' Fund will enable the Cincinnati Parks Department to purchase horticultural supplies, execute maintenance contracts, provide salary reimbursements, acquire Krohn Conservatory's gift shop inventory, and provide resources for other vital costs associated with running the City's parks; and

WHEREAS, the Cincinnati Board of Park Commissioners approved the use of \$500,000 and requested the distribution of the resources from the Park Board Commissioners' Fund; and

WHEREAS, there are no new FTEs or matching funds requirement associated with the acceptance of this donation; and

WHEREAS, the acceptance of the donation is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment" and strategy to "[p]rotect our natural resources," as described on pages 193-196 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and appropriate a donation totaling \$500,000 from the Cincinnati Park Board Commissioners' Fund for the purpose of providing resources for horticultural supplies, maintenance contracts, salary reimbursements, Krohn Conservatory's gift shop inventory, and other vital costs associated with running the City's parks.



Section 2. That the Finance Director is hereby authorized to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure the availability of necessary resources to avoid disruption of providing services in the City's parks.

Passed: \_\_\_\_\_, 2022

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

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

Date: April 13, 2022  
202200981

To: Mayor and Members of City Council  
From: John P. Curp, Interim City Manager  
Subject: RESOLUTION OF NECESSITY FOR GROUP 3 RESIDENTIAL STREET LIGHTING  
(2021-2024)

---

Attached is a legislative resolution captioned as follows:

**DECLARING** the necessity of assessing properties in Lighting Group 3 that benefit from special street lighting within the City of Cincinnati for the cost of such lighting for the three-year period beginning August 1, 2021.

The Assessed Street Lighting program allows property owners to pay added cost for enhanced or increased street lighting services. The Assessed Street Lighting program is divided into three groups; each group is assessed for a three-year period with one group being renewed each year. The groups are classified by the category of lighting and divided into individual districts usually consisting of a street segment.

- Group 1 consists of residential streets lighted by boulevard lights on decorative poles with underground wiring formally owned by Duke Energy and now owned and maintained by the City.
- Group 2 consists of streets within the central business district. There are various types of lighting within this area, most of which is owned and maintained by the City.
- Group 3 is an assortment of lights and streets not included in Group 1 and Group 2. Included in this group are neighborhood business districts and new residential developments. The ownership and maintenance responsibility for the lighting in these areas is divided between Duke Energy and the City.

The lighting for Group 3 consists of 2263 streetlights of various types and wattage's installed on boulevard poles and Duke wood poles and various decorative lights within the Backstage District. The estimated total assessment for Group 3 is \$831,306 for the three-year assessment period. The City pays for a portion of the total street lighting costs that are relatively equivalent to what is normally provided from City funds on non-assessed streets. This lighting credit, the city's share of the cost of this lighting, for Group 3 varies from \$0.35 to \$1.04 per foot for the period and is determined by the street classification. On streets that have both standard lighting and special lighting, a 2% credit to the total operating and maintenance costs is applied instead. The City also pays the assessments associated with lighting intersections and city, federal, and state property contained within an assessment district.

The Department of Transportation and Engineering received petitions to establish new and/or upgrade existing assessment districts as shown below. The following assessment districts have been added to Group 3:

- Court Street
- Harrison, Montana, Epworth
- Madison & Whetsel
- Vine

The annual assessment renewal process has four major steps, which require action by City Council.

1. A Resolution of Necessity is prepared by the Law Department and submitted for passage.
2. After Council passes the Resolution of Necessity, all property owners who will be assessed more than \$250.00 for the three-year period are notified and given an opportunity to object to the proposed assessment.
3. After all objections to the proposed assessment have been addressed, an Ordinance Determining to Proceed is prepared by the Law Department and submitted for passage.
4. Immediately following the Ordinance Determining to Proceed, an Assessing Ordinance is prepared and submitted.

The Administration recommends the passage of the attached legislative resolution.

Attachment I – Lighting Assessment Estimates

cc: John S. Brazina, Director, Transportation and Engineering

# Legislative Resolution

JRS *AWB*

RESOLUTION NO. \_\_\_\_\_ - 2022

**DECLARING** the necessity of assessing properties in Lighting Group 3 that benefit from special street lighting within the City of Cincinnati for the cost of such lighting for the three-year period beginning August 1, 2021.

WHEREAS, Chapter 727 of the Ohio Revised Code authorizes the City to levy and collect special assessments for the cost of special street lighting upon abutting, adjacent, contiguous, or specially benefitted lots or lands within the City; and

WHEREAS, Council has determined that properties abutting, adjacent, and contiguous to the streets or portions of streets identified on the attached Exhibit A specially benefit from the special street lighting thereon; now, therefore,

BE IT RESOLVED by the Council of the City of Cincinnati, State of Ohio, three-fourths of the members elected thereto concurring:

Section 1. That it is hereby declared necessary and conducive to the public health, safety, convenience, and general welfare to assess properties that benefit from special street lighting in Lighting Group 3 on the streets set forth in Exhibit A attached hereto, which assessments shall be for such properties' share of the cost of such lighting during the three-year period commencing on August 1, 2021.

Section 2. That the plans, specifications, and cost estimates corresponding to the proposed assessments are on file in the Clerk of Council's office, incorporated herein by reference, and hereby approved.

Section 3. That the City of Cincinnati shall pay from \$0.35 to \$1.04 per front foot for the City's share of the cost of the special lighting subject to the proposed assessment, depending on the street classification, which is equivalent to the estimated cost of lighting the streets to

standard-level street lighting and is greater than two percent of the total cost of the special street lighting.

Section 4. The balance of the cost shall be assessed by the front-foot method upon all lots and lands that specially benefit from the lighting, except public right-of-way bounding and abutting upon the street or portions thereof and lands owned by the federal or state government.

Section 5. That all properties along the portions of the right of way listed on Exhibit A are found to be specially benefited by the special street lighting.

Section 6. That the assessments shall be paid in cash to the City Treasurer within 30 days after the passage of the assessing ordinance or, at the option of the property owner, in three annual installments with interest payable to the City; and that assessments not paid in cash within the 30-day period shall be certified to the County Auditor for collection by the County Treasurer in the same manner as real estate taxes are collected.

Section 7. That the City Administration shall prepare, in accordance with the method of assessment set forth in Sections 3 and 4 hereof, an estimate of the amount of the assessment against each lot or parcel to be assessed and shall file it in the Clerk of Council's office.

Section 8. That notice of the passage of this resolution shall be provided to the owners of the parcels of land to be assessed pursuant to Ohio Revised Code Section 727.14 by the Clerk of Council, or a person designated by the Clerk: (i) by publication once a week for two consecutive weeks in a newspaper of general circulation within the City of Cincinnati; (ii) by publication of notice on the City's website; (iii) as provided in Ohio Revised Code Section 7.16; or (iv) if the estimated assessment against an owner is over five hundred dollars, as provided in Ohio Revised Code Section 727.13. Notice shall also be provided in accordance with Article II, Section 6 of the City Charter.

Section 9. That the portion of the cost of any uncollectible assessments of federal, state, or City property shall be paid by the City out of a fund provided for this purpose.

Section 10. That notes and bonds of the City of Cincinnati may be issued in anticipation of the levy and collection of the special assessments.

Section 11. That this legislative resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: \_\_\_\_\_, 2022

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

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

**EXHIBIT A**

| <u>Dist #</u> | <u>Street</u>     | <u>Limits</u>   | <u>Number of Lights</u> | <u>Proposed Rate per Front Foot per Year</u> | <u>Total Assessment</u> |
|---------------|-------------------|---|-------------------------|--|-------------------------|
| 1             | ARCADIA PLACE     | from 40' southwest of the southwest line of Linwood Avenue; to its south- west terminus   | 8                       | \$0.64                                       | \$4,791.57              |
| 2             | AUBURN AVENUE     | from the north line of Dorchester Avenue; to the south line of William Howard Taft Road   | 40                      | \$1.11                                       | \$23,185.45             |
| 3             | BACKSTAGE AREA    | Walnut Street & Ruth Lyons Alley from Sixth Street to Seventh Street, Gano Alley from Vine Street to Walnut Street, Sixth Street from Walnut Street to Ruth Lyons Alley   | 579                     | \$2.01                                       | \$13,079.05             |
| 4             | BURNET AVENUE     | from the north line of Erkenbrecher Avenue; to the south line of Forest Avenue  | 19                      | \$0.50                                       | \$4,571.56              |
| 5             | CALHOUN ST        | on the N.S. of Calhoun from the west line of Scioto to the east line of Dennis and on the S.S. of Calhoun from the west line of Scioto to the east line of Kleine Al and Ohio from the north line of McMillan to the south line of Calhoun                    | 16                      | \$2.07                                       | \$6,957.68              |
| 6             | CENTRAL AVENUE    | from the north line of Ninth Street to the south line of Court Street   | 5                       | \$2.41                                       | \$3,758.62              |
| 7             | CHESTNUT STREET   | from the east line of Mound Street to the west line of Central Avenue   | 11                      | \$1.54                                       | \$5,493.03              |
| 8             | CLARK STREET      | from the east line of John Street to the west line of Central Avenue  | 8                       | \$1.65                                       | \$4,013.70              |
| 9             | MCMILLAN AVE      | from the E line of Rohs St to E line of Hartshorn & on the E side of Clifton Ave from the S line of Clifton 212.88' N to the S line of Calhoun. On the SS of Calhoun from E line of Clifton 261.8' to the E line of Clifton and Clifton --McMillan to Calhoun | 54                      | \$2.41                                       | \$28,958.21             |
| 10            | COLERAIN AVENUE   | from the north line of Marshall Avenue ES to the south line of Stock Avenue, WS to 520.68' north of the north line of Elam Avenue on the W.S.   | 27                      | \$0.96                                       | \$15,328.12             |
| 11            | COLERAIN AVENUE   | from the north line of North Bend Road to the south line of Kirby Avenue  | 16                      | \$1.47                                       | \$8,477.60              |
| 12            | COLUMBIA PARKWAY  | the east line of Delta Avenue to the west line of Stanley Avenue  | 29                      | \$2.24                                       | \$14,627.25             |
| 13            | FOURTEENTH STREET | east line of Walnut Street west line of Sycamore Street   | 16                      | \$1.60                                       | \$8,283.26              |
| 14            | ELIZABETH STREET  | from the east line of Mound Street to the west line of Central Avenue   | 12                      | \$1.39                                       | \$5,948.59              |
| 15            | ERIE AVENUE       | from the east line of Edwards Road to the west line of Michigan Avenue  | 18                      | \$4.10                                       | \$9,837.50              |
| 16            | ERIE AVENUE       | the west line of Edwards Road the east line of Zumstein Avenue  | 6                       | \$1.64                                       | \$3,037.54              |



| <u>Dist #</u> | <u>Street</u>     | <u>Limits</u>  | <u>Number of Lights</u> | <u>Proposed Rate per Front Foot per Year</u> | <u>Total Assessment</u> |
|---------------|-------------------|--|-------------------------|--|-------------------------|
| 17            | THIRTEENTH STREET | east line of Walnut Street west line of Sycamore Street  | 16                      | \$1.56                                       | \$8,011.11              |
| 18            | GILBERT AVENUE    | from the south line of William H. Taft to 66' north of the north line of Pana Alley on the W.S.; and to 115' south of the south line of Curtis Street on the E.S.  | 29                      | \$3.19                                       | \$17,488.00             |
| 19            | HAMILTON AVENUE   | from the north line of Hoffner Street to the south line of Chase Avenue  | 57                      | \$2.90                                       | \$29,646.08             |
| 20            | HAMILTON AVENUE   | from 670.68' south of the south line of Cedar Avenue on the east side from the north line of of Llanfair Street on the west side to the south line of North Bend Road  | 104                     | \$4.12                                       | \$55,853.22             |
| 21            | HIGHLAND AVENUE   | from Stetson to Donohue, on E. Rochelle & Donohue from Bellevue to Highland  | 10                      | \$2.02                                       | \$4,836.84              |
| 22            | HOPKINS STREET    | from the east line of John Street to its east terminus   | 6                       | \$1.55                                       | \$2,997.38              |
| 23            | JACKSON STREET    | from the north line of East Central Parkway to the north line of Thirteenth Street and on 12th Street from approximately 59' east of Jackson St to the east line of Vine Street                              | 25                      | \$2.23                                       | \$12,901.87             |
| 24            | JOHN STREET       | from the south line of Ezzard Charles Drive to the north line of Court Street  | 19                      | \$1.47                                       | \$9,455.93              |
| 25            | KELLOGG AVE       | 100' north of Eldorado Avenue 236.8' south of Waits Avenue   | 12                      | \$2.14                                       | \$6,358.20              |
| 26            | KIPLINGWOOD DRIVE | from the south line of Kipling Av to its south terminus and from the east line of Kiplingwood Drive to their east termini of Timbercroft Ct and Hearthstead Ln   | 9                       | \$0.64                                       | \$5,126.78              |
| 27            | LUDLOW AVENUE     | from the east line of Whitfield Avenue to the east line of Lot 21 of M.V.B. Weigell's Subdivision on the N.S. and to 198' east of the east line of Clifton Avenue on the S.S.                                | 32                      | \$1.89                                       | \$17,576.34             |
| 28            | MADISON ROAD      | from 291.37' west of the west line of Woodburn Avenue to the west line of Hackberry Street   | 33                      | \$4.82                                       | \$24,786.64             |
| 29            | MADISON ROAD      | from 854.81' west of the west line of Cohoon Street on the N.S. and 199.64' east of the east line of Beechcrest Lane on the S.S. to 429' east of the east line of Grandin Road                               | 26                      | \$1.15                                       | \$13,344.71             |
| 30            | MADISON ROAD      | North Side: from the east line of Ebersole Avenue; to the east line of Glenshade Avenue South Side: from 80.70' west of the west line of Ebersole Avenue; to 62.5' east of the east line of Glenshade Avenue | 47                      | \$1.78                                       | \$26,303.35             |
| 31            | MADISON RD        | from the east line of Romana Place to the pedestrian bridge east of Brazee Street  | 126                     | \$2.42                                       | \$40,751.27             |

| Dist # | Street                           | Limits   | Number of Lights | Proposed Rate per Front Foot per Year | Total Assessment |
|--------|----------------------------------|--|------------------|---------------------------------------|------------------|
| 32     | MADISON ROAD - O'BRYONVILLE PEDS | NORTH SIDE: 426.5' west of the west line of Cohoon Street to the west line of Lavinia Avenue SOUTH SIDE: 49.02' east of the east line of Elmhurst Avenue the east line of Grandin Road on the south side   | 27               | \$2.05                                | \$14,305.96      |
| 33     | MAIN STREET                      | from the north line of Central Parkway to the south line of Liberty Street   | 33               | \$1.65                                | \$17,068.34      |
| 34     | MC MILLAN STREET                 | from the east line of Chatham Street to the west line of Victory Parkway   | 34               | \$1.14                                | \$13,901.84      |
| 35     | MELINDY STREET                   | the east line of Clay Street the west line of Main Street  | 4                | \$1.67                                | \$2,076.68       |
| 36     | MONTANA AVENUE                   | from 30' north of the north east line of Harrison and 20' south of the south east line of Harrison and on Montana Avenue from the NW line of LaRue Ct. to the east line of Epworth.  | 17               | \$1.59                                | \$7,940.65       |
| 37     | MONTGOMERY ROAD                  | from 73' west of the west line of Lester Road; to 115' east of the east line of Woodmont Avenue  | 95               | \$2.31                                | \$33,832.90      |
| 38     | MONTGOMERY ROAD                  | from the north line of Brewster Avenue to the north line of parcel 57-2-8 on the east side to 233.06' north of the north line of Dana Ave  | 23               | \$1.47                                | \$12,186.55      |
| 39     | BEECHMONT AVENUE                 | from the north line Plaza Av to the south line of Campus Lane  | 34               | \$2.03                                | \$14,914.51      |
| 40     | DELTA AND LINWOOD AVENUE         | from Delta Avenue at Alpine Terrace to 250' North of Linwood Avenue and on Linwood Avenue from 200' South of Delta Ave to 380' north of Delta Avenue   | 22               | \$2.07                                | \$12,051.18      |
| 41     | ORCHARD STREET                   | the east line of Main Street the west line of Sycamore Street  | 8                | \$1.79                                | \$4,170.65       |
| 42     | PENDLETON STREET                 | from the north line of Reading Road to the north terminus and 12th Street from Main Street to Pendleton Street and Sycamore Street from Central Pkwy to 13th Street and Reading Road from Sycamore to Spring St  | 71               | \$1.58                                | \$33,127.91      |
| 43     | PLEASANT ST                      | from the north line of W. 14th Street to the south line of W. 15th Street  | 6                | \$1.30                                | \$2,947.42       |
| 44     | SPRINGHOUSE LANE                 | the south line of Clinton Springs Avenue the south terminus  | 8                | \$0.24                                | \$2,203.81       |
| 45     | ST. GREGORY STREET               | St Gregory from the N line of Jerome Street to the S line of Hatch Street, Pavilion N.S. from 76.9' east of the east line of Saint Paul Street to the east line of Belvedere Street + 28', Pavilion S.S. from the east line of Saint Paul Street to 200' east of the east line of St Gregory, Hatch from the east line of Warham NS: to 35' east of the east line of Louden Street, SS to 90' east of the east line of Saint Gregory | 41               | \$2.56                                | \$21,723.86      |

| <u>Dist #</u> | <u>Street</u>               | <u>Limits</u>   | <u>Number of Lights</u> | <u>Proposed Rate per Front Foot per Year</u> | <u>Total Assessment</u> |
|---------------|-----------------------------|---|-------------------------|--|-------------------------|
| 46            | TWELFTH STREET              | the east line of Jackson Street the west line of Main Street  | 9                       | \$1.26                                       | \$4,862.99              |
| 47            | VENETIAN TERRACE            | 122.2' east of the east line of Sunridge Drive the south terminus   | 13                      | \$0.39                                       | \$5,135.32              |
| 48            | VINE STREET                 | from the north line of Central Parkway to the south line of Fourteenth Street   | 49                      | \$2.22                                       | \$25,890.29             |
| 49            | VINE STREET                 | from the north line of Daniels Street to the south line of University Avenue  | 27                      | \$5.37                                       | \$12,893.47             |
| 50            | WARSAW AVENUE               | from 75' northwest of Carson Avenue to the east line of Wells Street  | 14                      | \$0.22                                       | \$1,907.91              |
| 51            | WARSAW AVE                  | from the west line of McPherson Avenue to the north line of parcels 174-7-79 on the east side and 174-7-86 on the west side and on ST LAWRENCE to the west line of parcels 174-7-86 on the north side and 174-7-46 on the south side                        | 21                      | \$1.69                                       | \$10,391.92             |
| 52            | WILLOWCOVE AND INTERN COURT | the south line of Kipling Av the south terminus the west line of Willowcove Drive the west terminus and Intern Ct west of Willowcove Dr   | 7                       | \$0.57                                       | \$3,912.05              |
| 53            | WOODBURN AVENUE             | West Side: from 180.39' south of the south line of William Howard Taft to the north line of Lincoln Avenue East Side: from the north line of Locust Street; to 45' south of the south line of DeSales Lane  | 54                      | \$2.05                                       | \$26,365.89             |
| 54            | WOODWARD STREET             | the east line of Main Street the east terminus  | 3                       | \$1.08                                       | \$1,504.12              |
| 55            | DONOHUE ST                  | from Eden to Gerard, on Gerard Street from Donahue to E. Rochelle, on Eden avenue from Donohue to E. Rochelle and on E. Roshelle from Eden to Gerard St.  | 6                       | \$0.54                                       | \$2,141.99              |
| 56            | BROADWAY                    | FROM 13TH ST TO READING RD  | 9                       | \$1.17                                       | \$3,978.46              |
| 57            | WALNUT                      | from the south line of Fourteenth Street to the south line of Thirteenth Street, on Mercer from the west line of Walnut Street to the east line of Vine Street and on Fourteenth Street from the west line of Walnut Street to the east line of Vine Street | 26                      | \$1.77                                       | \$13,911.72             |
| 58            | THIRTEENTH                  | from the east line of Vine Street to the west line of Walnut Street   | 7                       | \$1.45                                       | \$3,478.63              |
| 59            | VINE                        | from the N. line of Corry St. to the S. line of Daniels St. On Daniels from the W. line of Vine to the E. line of Jefferson and on W. Charlton from the W. line of Vine to the E. line of Jefferson<br>NOTE: MAINT 2 IS AVG COST FOR POST BRACKET & SURFACE | 84                      | \$4.04                                       | \$41,421.64             |
| 60            | SYCAMORE                    | From the northern ROW of 13th St. to the southern ROW of 14th St  | 12                      | \$2.02                                       | \$5,610.08              |

| <u>Dist #</u>       | <u>Street</u>              | <u>Limits</u>  | <u>Number of Lights</u> | <u>Proposed Rate per Front Foot per Year</u> | <u>Total Assessment</u> |
|---------------------|----------------------------|--|-------------------------|--|-------------------------|
| 61                  | WOODBURN                   | West Side: north line of Lincoln Avenue to 190' south of the south line of Merrimac Street. East side: 45' south of the south line of Desales Lane to the south line of Dexter Avenue  | 12                      | \$0.96                                       | \$5,034.07              |
| 62                  | HARRISON, MONTANA, EPWORTH | Northeast side of Harrison Avenue from Montana Avenue to Epworth Ave. The east side of Epworth Avenue from Harrison Avenue to Urwiler Avenue   | 6                       | \$0.35                                       | \$1,666.50              |
| 63                  | MADISON & WHETSEL          | North Side (Madison Rd) west line of Revanna St to the east line of Ward. SS (Madison Rd) west line of Revanna St to the east line of Ward St. WS (Whetsel Ave) north line of Prentice St to the south line of Sierra St. ES (Whetsel Ave) north line of Prentice St to the south line of Sierra St. | 32                      | \$1.81                                       | \$14,206.68             |
| 64                  | VINE                       | west side, south curb line of West 15th Street to the south curb line of Liberty Street. East side; 216.07 feet south of East 15th street to the south curb line of Liberty Street.  | 11                      | \$2.53                                       | \$6,598.73              |
| 65                  | COURT STREEET              | from Vine to Walnut  | 23                      | \$5.06                                       | \$11,801.86             |
| Count of Assemblies |                            |  | <u>2263</u>             | Total Assessment:                            | <u>\$830,953.08</u>     |

| Dist # | Street            | Limits  | Number of Lights | Proposed Rate per Front Foot per Year | Total Assessment |
|--------|-------------------|---|------------------|---------------------------------------|------------------|
| 1      | ARCADIA PLACE     | from 40' southwest of the southwest line of Linwood Avenue; to its south- west terminus   | 8                | \$0.64                                | \$4,791.57       |
| 2      | AUBURN AVENUE     | from the north line of Dorchester Avenue; to the south line of William Howard Taft Road   | 40               | \$1.11                                | \$23,185.45      |
| 3      | BACKSTAGE AREA    | Walnut Street & Ruth Lyons Alley from Sixth Street to Seventh Street, Gano Alley from Vine Street to Walnut Street, Sixth Street from Walnut Street to Ruth Lyons Alley   | 579              | \$2.01                                | \$13,122.81      |
| 4      | BURNET AVENUE     | from the north line of Erkenbrecher Avenue; to the south line of Forest Avenue  | 19               | \$0.50                                | \$4,571.56       |
| 5      | CALHOUN ST        | on the N.S. of Calhoun from the west line of Scioto to the east line of Dennis and on the S.S. of Calhoun from the west line of Scioto to the east line of Kleine Al and Ohio from the north line of McMillan to the south line of Calhoun                    | 16               | \$2.07                                | \$6,957.68       |
| 6      | CENTRAL AVENUE    | from the north line of Ninth Street to the south line of Court Street   | 5                | \$2.41                                | \$3,758.62       |
| 7      | CHESTNUT STREET   | from the east line of Mound Street to the west line of Central Avenue   | 11               | \$1.54                                | \$5,493.03       |
| 8      | CLARK STREET      | from the east line of John Street to the west line of Central Avenue  | 8                | \$1.65                                | \$4,013.70       |
| 9      | MCMILLAN AVE      | from the E line of Rohs St to E line of Hartshorn & on the E side of Clifton Ave from the S line of Clifton 212.88' N to the S line of Calhoun. On the SS of Calhoun from E line of Clifton 261.8' to the E line of Clifton and Clifton --McMillan to Calhoun | 54               | \$2.41                                | \$28,958.21      |
| 10     | COLERAIN AVENUE   | from the north line of Marshall Avenue ES to the south line of Stock Avenue, WS to 520.68' north of the north line of Elam Avenue on the W.S.   | 27               | \$0.96                                | \$15,328.12      |
| 11     | COLERAIN AVENUE   | from the north line of North Bend Road to the south line of Kirby Avenue  | 16               | \$1.47                                | \$8,505.97       |
| 12     | COLUMBIA PARKWAY  | the east line of Delta Avenue to the west line of Stanley Avenue  | 29               | \$2.24                                | \$14,627.25      |
| 13     | FOURTEENTH STREET | east line of Walnut Street west line of Sycamore Street   | 16               | \$1.60                                | \$8,283.26       |
| 14     | ELIZABETH STREET  | from the east line of Mound Street to the west line of Central Avenue   | 12               | \$1.39                                | \$5,948.59       |
| 15     | ERIE AVENUE       | from the east line of Edwards Road to the west line of Michigan Avenue  | 18               | \$4.10                                | \$9,837.50       |
| 16     | ERIE AVENUE       | the west line of Edwards Road the east line of Zumstein Avenue  | 6                | \$1.64                                | \$3,037.54       |

| Dist # | Street            | Limits   | Number of Lights | Proposed Rate per Front Foot per Year | Total Assessment |
|--------|-------------------|--|------------------|---------------------------------------|------------------|
| 17     | THIRTEENTH STREET | east line of Walnut Street west line of Sycamore Street  | 16               | \$1.56                                | \$8,011.11       |
| 18     | GILBERT AVENUE    | from the south line of William H. Taft to 66' north of the north line of Pana Alley on the W.S.; and to 115' south of the south line of Curtis Street on the E.S.  | 29               | \$3.19                                | \$17,488.00      |
| 19     | HAMILTON AVENUE   | from the north line of Hoffner Street to the south line of Chase Avenue  | 57               | \$2.90                                | \$29,646.08      |
| 20     | HAMILTON AVENUE   | from 670.68' south of the south line of Cedar Avenue on the east side from the north line of of Llanfair Street on the west side to the south line of North Bend Road  | 104              | \$4.12                                | \$55,853.22      |
| 21     | HIGHLAND AVENUE   | from Stetson to Donohue, on E. Rochelle & Donohue from Bellevue to Highland  | 10               | \$2.02                                | \$4,836.84       |
| 22     | HOPKINS STREET    | from the east line of John Street to its east terminus   | 6                | \$1.55                                | \$2,997.38       |
| 23     | JACKSON STREET    | from the north line of East Central Parkway to the north line of Thirteenth Street and on 12th Street from approximately 59' east of Jackson St to the east line of Vine Street                              | 25               | \$2.23                                | \$12,901.87      |
| 24     | JOHN STREET       | from the south line of Ezzard Charles Drive to the north line of Court Street  | 19               | \$1.47                                | \$9,455.93       |
| 25     | KELLOGG AVE       | 100' north of Eldorado Avenue 236.8' south of Waits Avenue   | 12               | \$2.15                                | \$6,379.48       |
| 26     | KIPLINGWOOD DRIVE | from the south line of Kipling Av to its south terminus and from the east line of Kiplingwood Drive to their east termini of Timbercroft Ct and Hearthstead Ln   | 9                | \$0.64                                | \$5,126.78       |
| 27     | LUDLOW AVENUE     | from the east line of Whitfield Avenue to the east line of Lot 21 of M.V.B. Weigell's Subdivision on the N.S. and to 198' east of the east line of Clifton Avenue on the S.S.                                | 32               | \$1.89                                | \$17,635.14      |
| 28     | MADISON ROAD      | from 291.37' west of the west line of Woodburn Avenue to the west line of Hackberry Street   | 33               | \$4.82                                | \$24,786.64      |
| 29     | MADISON ROAD      | from 854.81' west of the west line of Cohoon Street on the N.S. and 199.64' east of the east line of Beechcrest Lane on the S.S. to 429' east of the east line of Grandin Road                               | 26               | \$1.15                                | \$13,344.71      |
| 30     | MADISON ROAD      | North Side: from the east line of Ebersole Avenue; to the east line of Glenshade Avenue South Side: from 80.70' west of the west line of Ebersole Avenue; to 62.5' east of the east line of Glenshade Avenue | 47               | \$1.78                                | \$26,303.35      |
| 31     | MADISON RD        | from the east line of Romana Place to the pedestrian bridge east of Brazee Street  | 126              | \$2.42                                | \$40,751.27      |

| Dist # | Street                           | Limits   | Number of Lights | Proposed Rate per Front Foot per Year | Total Assessment |
|--------|----------------------------------|--|------------------|---------------------------------------|------------------|
| 32     | MADISON ROAD - O'BRYONVILLE PEDS | NORTH SIDE: 426.5' west of the west line of Cohoon Street to the west line of Lavinia Avenue SOUTH SIDE: 49.02' east of the east line of Elmhurst Avenue the east line of Grandin Road on the south side   | 27               | \$2.06                                | \$14,353.82      |
| 33     | MAIN STREET                      | from the north line of Central Parkway to the south line of Liberty Street   | 33               | \$1.65                                | \$17,068.34      |
| 34     | MC MILLAN STREET                 | from the east line of Chatham Street to the west line of Victory Parkway   | 34               | \$1.14                                | \$13,901.84      |
| 35     | MELINDY STREET                   | the east line of Clay Street the west line of Main Street  | 4                | \$1.67                                | \$2,076.68       |
| 36     | MONTANA AVENUE                   | from 30' north of the north east line of Harrison and 20' south of the south east line of Harrison and on Montana Avenue from the NW line of LaRue Ct. to the east line of Epworth.  | 17               | \$1.59                                | \$7,940.65       |
| 37     | MONTGOMERY ROAD                  | from 73' west of the west line of Lester Road; to 115' east of the east line of Woodmont Avenue  | 95               | \$2.31                                | \$33,832.90      |
| 38     | MONTGOMERY ROAD                  | from the north line of Brewster Avenue to the north line of parcel 57-2-8 on the east side to 233.06' north of the north line of Dana Ave  | 23               | \$1.47                                | \$12,227.33      |
| 39     | BEECHMONT AVENUE                 | from the north line Plaza Av to the south line of Campus Lane  | 34               | \$2.03                                | \$14,914.51      |
| 40     | DELTA AND LINWOOD AVENUE         | from Delta Avenue at Alpine Terrace to 250' North of Linwood Avenue and on Linwood Avenue from 200' South of Delta Ave to 380' north of Delta Avenue   | 22               | \$2.08                                | \$12,091.51      |
| 41     | ORCHARD STREET                   | the east line of Main Street the west line of Sycamore Street  | 8                | \$1.79                                | \$4,170.65       |
| 42     | PENDLETON STREET                 | from the north line of Reading Road to the north terminus and 12th Street from Main Street to Pendleton Street and Sycamore Street from Central Pkwy to 13th Street and Reading Road from Sycamore to Spring St  | 71               | \$1.58                                | \$33,127.91      |
| 43     | PLEASANT ST                      | from the north line of W. 14th Street to the south line of W. 15th Street  | 6                | \$1.30                                | \$2,947.42       |
| 44     | SPRINGHOUSE LANE                 | the south line of Clinton Springs Avenue the south terminus  | 8                | \$0.24                                | \$2,203.81       |
| 45     | ST. GREGORY STREET               | St Gregory from the N line of Jerome Street to the S line of Hatch Street, Pavilion N.S. from 76.9' east of the east line of Saint Paul Street to the east line of Belvedere Street + 28', Pavilion S.S. from the east line of Saint Paul Street to 200' east of the east line of St Gregory, Hatch from the east line of Warham NS: to 35' east of the east line of Loudon Street, SS to 90' east of the east line of Saint Gregory | 41               | \$2.57                                | \$21,796.54      |

| Dist # | Street                      | Limits  | Number of Lights | Proposed Rate per Front Foot per Year | Total Assessment |
|--------|-----------------------------|---|------------------|---------------------------------------|------------------|
| 46     | TWELFTH STREET              | the east line of Jackson Street the west line of Main Street  | 9                | \$1.26                                | \$4,862.99       |
| 47     | VENETIAN TERRACE            | 122.2' east of the east line of Sunridge Drive the south terminus   | 13               | \$0.39                                | \$5,135.32       |
| 48     | VINE STREET                 | from the north line of Central Parkway to the south line of Fourteenth Street   | 49               | \$2.22                                | \$25,890.29      |
| 49     | VINE STREET                 | from the north line of Daniels Street to the south line of University Avenue  | 27               | \$5.37                                | \$12,893.47      |
| 50     | WARSAW AVENUE               | from 75' northwest of Carson Avenue to the east line of Wells Street  | 14               | \$0.22                                | \$1,907.91       |
| 51     | WARSAW AVE                  | from the west line of McPherson Avenue to the north line of parcels 174-7-79 on the east side and 174-7-86 on the west side and on ST LAWRENCE to the west line of parcels 174-7-86 on the north side and 174-7-46 on the south side                        | 21               | \$1.69                                | \$10,391.92      |
| 52     | WILLOWCOVE AND INTERN COURT | the south line of Kipling Av the south terminus the west line of Willowcove Drive the west terminus and Intern Ct west of Willowcove Dr   | 7                | \$0.57                                | \$3,912.05       |
| 53     | WOODBURN AVENUE             | West Side: from 180.39' south of the south line of William Howard Taft to the north line of Lincoln Avenue East Side: from the north line of Locust Street; to 45' south of the south line of DeSales Lane  | 54               | \$2.05                                | \$26,365.89      |
| 54     | WOODWARD STREET             | the east line of Main Street the east terminus  | 3                | \$1.08                                | \$1,504.12       |
| 55     | DONOHUE ST                  | from Eden to Gerard, on Gerard Street from Donahue to E. Rochelle, on Eden avenue from Donohue to E. Rochelle and on E. Roshelle from Eden to Gerard St.  | 6                | \$0.54                                | \$2,141.99       |
| 56     | BROADWAY                    | FROM 13TH ST TO READING RD  | 9                | \$1.17                                | \$3,978.46       |
| 57     | WALNUT                      | from the south line of Fourteenth Street to the south line of Thirteenth Street, on Mercer from the west line of Walnut Street to the east line of Vine Street and on Fourteenth Street from the west line of Walnut Street to the east line of Vine Street | 26               | \$1.77                                | \$13,911.72      |
| 58     | THIRTEENTH                  | from the east line of Vine Street to the west line of Walnut Street   | 7                | \$1.45                                | \$3,478.63       |
| 59     | VINE                        | from the N. line of Corry St. to the S. line of Daniels St. On Daniels from the W. line of Vine to the E. line of Jefferson and on W. Charlton from the W. line of Vine to the E. line of Jefferson<br>NOTE: MAINT 2 IS AVG COST FOR POST BRACKET & SURFACE | 84               | \$4.04                                | \$41,421.64      |
| 60     | SYCAMORE                    | From the northern ROW of 13th St. to the southern ROW of 14th St  | 12               | \$2.02                                | \$5,610.08       |



| <u>Dist #</u>       | <u>Street</u>                 | <u>Limits</u>  | <u>Number<br/>of<br/>Lights</u> | <u>Proposed<br/>Rate per<br/>Front Foot<br/>per Year</u> | <u>Total Assessment</u> |
|---------------------|-------------------------------|--|---------------------------------|--|-------------------------|
| 61                  | WOODBURN                      | West Side: north line of Lincoln Avenue to 190' south of the south line of Merrimac Street. East side: 45' south of the south line of Desales Lane to the south line of Dexter Avenue  | 12                              | \$0.96   | \$5,034.07              |
| 62                  | HARRISON,<br>MONTANA, EPWORTH | Northeast side of Harrison Avenue from Montana Avenue to Epworth Ave. The east side of Epworth Avenue from Harrison Avenue to Urwiler Avenue   | 6                               | \$0.35   | \$1,666.50              |
| 63                  | MADISON & WHETSEL             | North Side (Madison Rd) west line of Revanna St to the east line of Ward. SS (Madison Rd) west line of Revanna St to the east line of Ward St. WS (Whetsel Ave) north line of Prentice St to the south line of Sierra St. ES (Whetsel Ave) north line of Prentice St to the south line of Sierra St. | 32                              | \$1.81   | \$14,206.68             |
| 64                  | VINE                          | west side, south curb line of West 15th Street to the south curb line of Liberty Street. East side; 216.07 feet south of East 15th street to the south curb line of Liberty Street.  | 11                              | \$2.53   | \$6,598.73              |
| 65                  | COURT STREEET                 | from Vine to Walnut  | 23                              | \$5.06   | \$11,801.86             |
| Count of Assemblies |                               |  | <u>2263</u>                     | Total Assessment:  | <u>\$831,306.92</u>     |