



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Budget and Finance Committee

Chairperson David Mann
Vice Chair Chris Seelbach
Councilmember Steve Goodin
Councilmember Jan-Michele Kearney
Councilmember Liz Keating
Councilmember Greg Landsman
Councilmember Betsy Sundermann
Councilmember Wendell Young

Monday, June 7, 2021

1:00 PM

Council Chambers, Room 300

ROLL CALL

AGENDA

1. [202102098](#) MOTION, submitted by Councilmember Kearney, WE MOVE for the establishment of the Cincinnati Property Tax Delinquency Program to prevent loss of homeownership by homeowners who are delinquent in property tax payments due to the COVID-19 pandemic. The COVID-19 pandemic has caused financial hardships for Cincinnati homeowners, putting many in danger of foreclosure due to delinquent property taxes. Hamilton County Treasurer Charlie Winburn reported in May 2021 that owners of 106 Cincinnati Homestead properties, and 636 Cincinnati owner-occupied homes are delinquent in property taxes, for a total of 742 delinquent Cincinnati property owners. Therefore, the Treasurer has requested that the City of Cincinnati partner with Hamilton County to provide funds to homeowners who are delinquent in property taxes due to the effects of the pandemic so that they will not lose their homes. The Treasurer estimates that the average delinquency is \$5,000 for a total of \$3,710,000 in delinquent property taxes. The agency that would manage the Cincinnati Property Tax Delinquency Program would verify that the property tax delinquencies are COVID-related, and execute the necessary documents and actions to bring the homeowners current in their property taxes. The Hamilton County Treasurer's Office has partnered with the non-profit, Working in Neighborhoods, for this service at the total cost of \$500,000. The City could choose Working in Neighborhoods, the Hamilton County Community Action Agency, or another agency to manage the City's program. THEREFORE, the total projected cost for the Cincinnati Property Tax Delinquency Program is \$4,210,000. WE FURTHER MOVE for the City Administration to provide a REPORT on a feasible funding source or sources, such as funds from the State's share of the Homeowner Assistance Fund (HAF), the City's Reserves Fund, or other viable sources. (STATEMENT ATTACHED)

Sponsors: Kearney

Attachments: [Motion - Kearney](#)

2. [202102096](#) MOTION, submitted by Councilmember Mann, I MOVE that the fiscal year 2022 budget include \$1 million for preservation of the First Lutheran Church Bell Tower in Over the Rhine immediately adjacent to Washington Park. (STATEMENT ATTACHED).

Sponsors: Mann

Attachments: [Motion](#)

3. [202102061](#) REPORT, dated 6/3/2021, submitted by Paula Boggs Muething, City Manager, regarding Department of Finance Report for the Month Ended April 30, 2021.

Sponsors: City Manager

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

4. [202102062](#) REPORT, dated 6/3/2021, submitted by Paula Boggs Muething, City Manager, regarding Use of ARP Funds for Small Businesses and Neighborhood Business Districts. (See Doc. #202101124)

Sponsors: City Manager

Attachments: [Report- Use of ARP for Small Businesses](#)

5. [202102063](#) REPORT, dated 6/3/2021, submitted by Paula Boggs Muething, City Manager, regarding Greenspace Maintenance Budget. (See Doc. #202100742)

Sponsors: City Manager

Attachments: [Greenspace Maintenance Budget](#)

6. [202100742](#) MOTION, (AMENDED) dated 02/17/2021, submitted by Councilmembers Mann and Landsman, We MOVE that the city should build medians and other traffic calming infrastructure with provisions made for the long-term maintenance needs & costs. We further move the administration present to council a fully funded greenspace maintenance budget that covers the needed maintenance requirements of all city managed properties". We further move that the City provides a report and a maintenance master plan for all such amenities created in the past. The report should include a strategy for taking care of the maintenance. The strategy should include potential redesigns funded through capital funds, to enhance the maintainability of these features. (STATEMENT ATTACHED)

Sponsors: Mann and Landsman

Attachments: [Motion](#)
[Amended Motion](#)

7. [202102077](#) ORDINANCE (EMERGENCY), submitted by Councilmember

Landsman, AUTHORIZING the City Manager to accept in-kind donation of a Juneteeth flag in order to fly it from the flagpole at City Hall during the month of June as a recognition of Juneteeth as National Freedom Day.

Sponsors: Landsman

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

8. [202102069](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 6/3/2021, AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount not to exceed \$34,560 from the Murray & Agnes Seasongood Good Government Foundation for the purpose of administering an Internship Program; and AUTHORIZING the Finance Director to deposit the grant funds into Citizens Summer Jobs Fund 308.

Sponsors: City Manager

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

9. [202102080](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 6/3/2021, AUTHORIZING the establishment of new capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development - TIF," for the purpose of providing resources for Phase I of the Blair Lofts residential development for the creation of affordable housing in the Avondale neighborhood; AUTHORIZING the transfer and appropriation of \$300,000 from the unappropriated surplus of the Avondale Equivalent Fund 468 to the newly established capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development - TIF," to provide resources for acquisition and development costs associated with Phase I of the Blair Lofts residential development in the Avondale neighborhood; and further DECLARING that expenditures from capital improvement program project account no. 980x162x211629, "Blair Lofts I Residential Development - TIF," will serve a public purpose because the project will provide affordable housing to the Avondale neighborhood.

Sponsors: City Manager

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

10. [202102081](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 6/3/2021, AUTHORIZING the transfer of \$150,000 from the General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the unappropriated surplus of General Fund 050; AUTHORIZING the transfer and appropriation of \$150,000 from the unappropriated surplus of General Fund 050 to City Manager's Office

non-personnel operating budget account no. 050x101x7200 for the purpose of providing funds for an audit of City Council ordinances that passed related to economic development deals between January 1, 2018 and December 31, 2020.

Sponsors: City Manager

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

11. [202102082](#) ORDINANCE submitted by Paula Boggs Muething, City Manager, on 6/3/2021, AUTHORIZING the City Manager to apply for, accept, and appropriate grant resources in an amount up to \$125,000 from the U.S. Department of Justice, Office of Community Oriented Policing Services, FY21 Law Enforcement Mental Health and Wellness Act Grant Program (CFDA #16.710), for the purpose of providing assistance with expansion of the Cincinnati Police Department's current law enforcement mental health and wellness efforts; and AUTHORIZING the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21LEMH.

Sponsors: City Manager

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

12. [202102087](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 6/3/2021, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with LPH Thrives, LLC, an affiliate of Over-the-Rhine Community Housing, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 2113-2117 W. 8th Street, 2122 St. Michael Street, 2130 St. Michael Street, 2131 St. Michael Street, and 642-646 Neave Street in the Lower Price Hill neighborhood of Cincinnati, in connection with the remodeling of ten existing buildings and construction of one new building on the property to create approximately 1,789 square feet of commercial space and approximately 67,505 square feet of residential space, consisting of 47 rental units, with the construction of the new building to be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$9,415,634.

Sponsors: City Manager

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

13. [202102088](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 6/3/2021, Establishing fund no. 335, "Schmidlapp

Endowments,” for the purpose of receiving interest from Schmidlapp Trust Fund 708 to stage music events in parks.

Sponsors: City Manager

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

14. [202102089](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 6/3/2021, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with 1410 Vine LLC, an affiliate of 3CDC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 1410 Vine Street in the Over-The-Rhine neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 6,572 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 \$3,630,000.

Sponsors: City Manager

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

15. [202102091](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 6/3/2021, AUTHORIZING the City Manager to apply for grants awarded by the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund for the purpose of ensuring the timely completion of various road and bridge construction projects throughout the City.

Sponsors: City Manager

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

16. [202102092](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 6/3/2021, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 60 East LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 60 E. McMicken Avenue in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing buildings into approximately 5,220 square feet of residential space, consisting of 5 two-bedroom residential units, and 1,800 square feet of commercial space, at a total construction cost of approximately \$1,178,160.

Sponsors: City Manager

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

17. [202102093](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 6/3/2021, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Broadway Square IV, LLC, an affiliate of The Model Group, Inc., and the Port of Greater Cincinnati Development Authority, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main Street in the Over-the-Rhine neighborhood of Cincinnati, connection with the remodeling of the existing buildings into approximately 4,272 square feet of commercial retail and office space and approximately 15,539 square feet of residential space consisting of 31 residential units, at a total construction cost of approximately \$5,178,022.

Sponsors: City Manager

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

18. [202102094](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 6/3/2021, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 1623 Pleasant Street, LLC, thereby authorizing an 8-year tax exemption for 100% of the value of improvements made to real property located at 1623 Pleasant Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing building to create approximately 3,530 square feet of residential space consisting of 8 residential units, at a total construction cost of approximately \$602,544.

Sponsors: City Manager

Attachments: [Transmittals](#)
[Ordinance](#)
[Exhibit A](#)

19. [202102095](#) ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City Manager, on 6/3/2021, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Blair Lofts I, LTD. and the Port of Greater Cincinnati Development Authority thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 3401 Reading Road and 609 Maple Avenue in the Avondale neighborhood of Cincinnati, in connection with the construction of a new building comprised of

approximately 71,057 square feet of residential space, consisting of 64 rental units, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$10,022,542.

Sponsors: City Manager

Attachments: [Transmittal](#)

[Ordinance](#)

[Exhibit A](#)

ADJOURNMENT



Jan-Michele Lemon Kearney
Councilmember

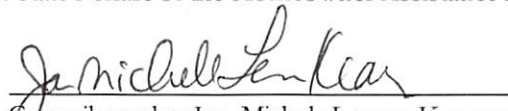
MOTION

WE MOVE for the establishment of the Cincinnati Property Tax Delinquency Program to prevent loss of homeownership by homeowners who are delinquent in property tax payments due to the COVID-19 pandemic. The COVID-19 pandemic has caused financial hardships for Cincinnati homeowners, putting many in danger of foreclosure due to delinquent property taxes. Hamilton County Treasurer Charlie Winburn reported in May 2021 that owners of 106 Cincinnati Homestead properties, and 636 Cincinnati owner-occupied homes are delinquent in property taxes, for a total of 742 delinquent Cincinnati property owners. Therefore, the Treasurer has requested that the City of Cincinnati partner with Hamilton County to provide funds to homeowners who are delinquent in property taxes due to the effects of the pandemic so that they will not lose their homes. The Treasurer estimates that the average delinquency is \$5,000 for a total of \$3,710,000 in delinquent property taxes.

The agency that would manage the Cincinnati Property Tax Delinquency Program would verify that the property tax delinquencies are COVID-related, and execute the necessary documents and actions to bring the homeowners current in their property taxes. The Hamilton County Treasurer's Office has partnered with the non-profit, Working in Neighborhoods, for this service at the total cost of \$500,000. The City could choose Working in Neighborhoods, the Hamilton County Community Action Agency, or another agency to manage the City's program.

THEREFORE, the total projected cost for the Cincinnati Property Tax Delinquency Program is \$4,210,000.

WE FURTHER MOVE for the City Administration to provide a REPORT on a feasible funding source or sources, such as funds from the State's share of the Homeowner Assistance Fund (HAF), the City's Reserves Fund, or other viable sources.


Councilmember Jan-Michele Lemon Kearney

_____	_____
_____	_____
_____	_____
_____	_____

STATEMENT

The Hamilton County Treasurer has identified homeowners who are on the verge of foreclosure due to delinquent property taxes caused by the COVID-19 pandemic. The Cincinnati Property Tax Delinquency Program would go to immediately help those in need to ensure that owners stay in their homes and that the COVID-19 pandemic does not eliminate housing due to an owner's inability to pay delinquent property taxes.

CAL → B&F

J-mck



MEMORANDUM

TO : SAC, [illegible]

FROM : [illegible]

SUBJECT: [illegible]

[illegible text]

[illegible text]

[illegible text]

MEMORANDUM

TO : SAC, [illegible]

FROM : [illegible]

SUBJECT: [illegible]

[illegible text]

City of Cincinnati



801 Plum Street, Suite 349
Cincinnati, Ohio 45202

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

David S. Mann
Councilmember

June 1, 2021

I move that the fiscal year 2022 budget include \$1 million for preservation of the First Lutheran Church Bell Tower in Over the Rhine immediately adjacent to Washington Park.


Councilmember David Mann

Statement:

The total funding necessary for this project is around \$3 million. About two thirds of the money has been raised, including the participation of over 200 households, several foundations, the First Lutheran Church, and Federal Historic Tax Credits.

As our City continues to enhance OTR, it has an obligation to preserving its priceless heritage. Preserving the Bell Tower of First Lutheran Church is essential to maintain our historical character.

Following a request from First Lutheran Church to assess the Tower, the City Building Department performed an inspection which concluded that the Tower was not safe.

As a result, since November 2020, the Tower has been under an emergency demolition order which drastically limits the ability to raise additional funds for its preservation.

City of Cincinnati



801 Plum Street, Suite 349
Cincinnati, Ohio 45202

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

David S. Mann
Councilmember

Restoration of this Bell Tower is necessary to not only preserve this important cultural icon, but also to create an accessible building for all members of the community. Loss of the Bell Tower will have a tremendously negative impact on the beauty of Washington Park.

June 3, 2021

TO: Mayor and Members of City Council

202102061

FROM: Paula Boggs Muething, City Manager

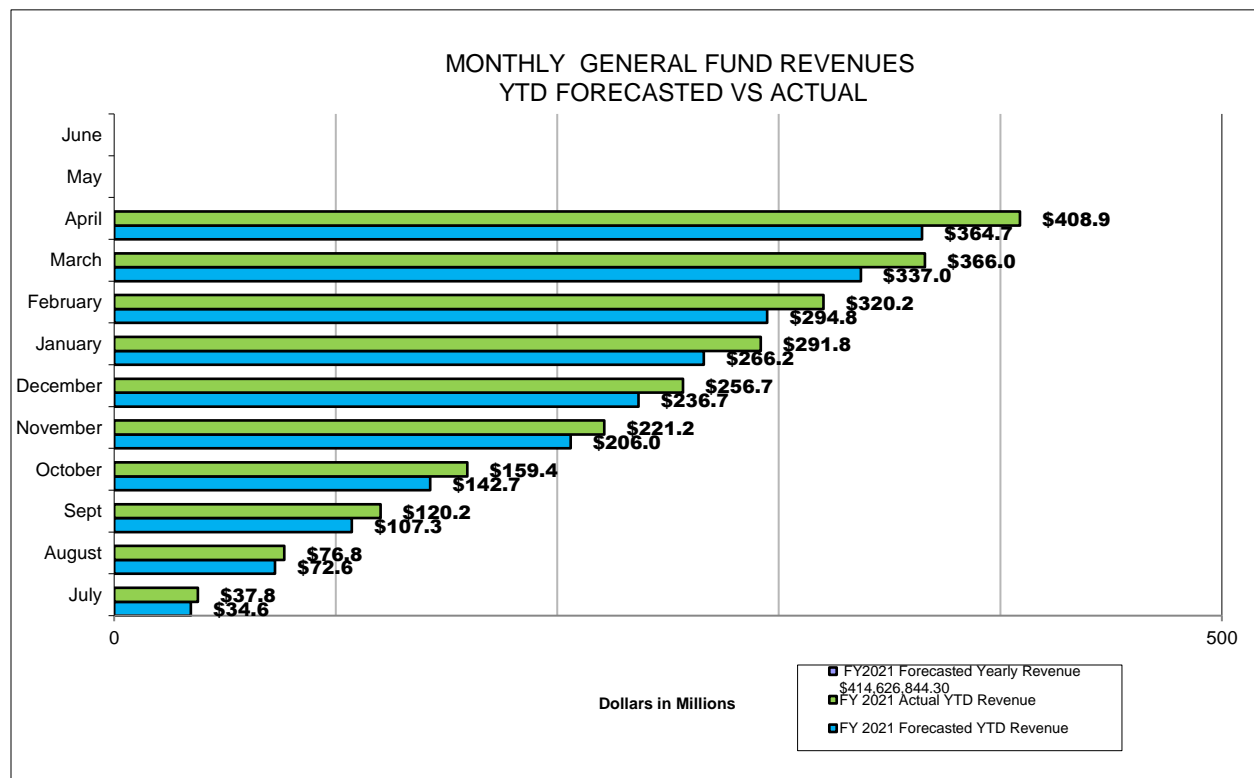
SUBJECT: Department of Finance Report for the Month Ended April 30, 2021

**APRIL 2021
MONTHLY FINANCIAL REPORTS**

The following report provides an update on the City of Cincinnati’s financial condition as of the month ending April 30, 2021. Variances are based on current year estimates and prior year activity in attached schedules.

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

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through April 30, 2021 and shows that actual revenue of \$409 million was above forecasted revenue of \$365 million by \$44 million.



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

GENERAL FUND REVENUE SOURCES		
	FAVORABLE VARIANCE	(UNFAVORABLE) VARIANCE
General Property Tax	\$3,752,981	
City Income Tax	\$45,614,797	
Admission Tax		(\$1,458,382)
Short Term Rental		
Excise Tax	\$305,799	
Licenses & Permits		(\$1,256,319)
Fines, Forfeitures, & Penalties		(\$1,948,484)
Investment Income	\$281,227	
Local Government	\$761,849	
Casino	\$2,228,109	
Police		(\$438,305)
Buildings and Inspections	\$560,180	
Fire	\$599,422	
Parking Meter		(\$1,896,830)
Other		(\$2,848,240)
	<u>\$54,104,364</u>	<u>(\$9,846,560)</u>
Difference	\$44,257,804	

General Fund (favorable variance) is \$44.2 million above the amount forecasted thru April in the FY 2021 Budget. What follows is an explanation of significant variances of individual General Fund revenue components.

General Property Tax (favorable variance) is \$3.8 million above the forecasted amount. The City received the final settlement for FY2021 in April. Revenue is greater than projected as a result of higher assessed property values utilized by the County Auditor.

Income Tax (favorable variance) is \$45.6 million above the forecasted amount. The work from home exception due to the pandemic has been challenged in the courts. If the courts rule in favor of the plaintiff, a large portion of these revenues would need to be refunded. The Income Tax component represents 71% of the total General Fund percentage. The Administration continues to evaluate the continued trend of employees working from home and the effect it will have on income tax revenue into the future.

Admission Tax (unfavorable variance) is \$1.5 million below estimate. Most venues that generate admission tax have been closed or open with very limited capacity most of the fiscal year due to the pandemic. While additional venues are starting to open with limited capacity, the estimate in this revenue category will still not be met for the fiscal year.

License & Permits (unfavorable variance) is down \$1.3 million. The Beer and Liquor

Tax permit application and payment deadline was extended by the State due to the pandemic. The delayed first quarter payment should be received in FY 2022; therefore, this category will stay below the estimate this year. General Building and Heating & Ventilating permits are slightly behind estimates as well.

Fines, Forfeitures & Penalties (unfavorable variance) is down \$1.9 million. Parking fines make up most of the revenue in this category, and parking fines continue to be significantly below estimate. As the pandemic continues, the demand for parking remains below normal around the City and will result in this estimate not being met for the fiscal year.

Local Government (favorable variance) is \$762k above the forecasted amount. The favorable variance is the result of increased revenue collection from the State of Ohio General Revenue tax sources.

Casino (favorable variance) is up \$2.2 million. Despite the pandemic and limited capacity, the casino revenues continue to exceed estimates.

Buildings and Inspections (favorable variance) is up \$560k. This favorable variance is due to collections related to elevator inspections which are billed one time a year.

Fire (favorable variance) is \$599k above the forecasted amount. The Fire Department enlisted an outside vendor to improve their billing and collection processes. The positive results of that show with this favorable variance. The estimates are based on historical collections and will take some time to level out with the new processes.

Parking Meter (unfavorable variance) is \$1.9 million below estimate. The unfavorable variance is due to reduced economic activity as a result of the COVID-19 pandemic.

Other (unfavorable variance) is \$2.8 million below forecast. This category is made up of many small sources of revenue that fluctuate from time to time. Finance will continue to monitor these various revenue sources.

Restricted Funds:

Convention Center (unfavorable) is down \$5 million. Many conventions cancelled this fiscal year due to the COVID-19 pandemic. The convention center has hosted some smaller events; however, the estimate in this revenue category will still not be met for the fiscal year.

Municipal Golf (favorable variance) is up \$2.2 million. The Cincinnati Recreation Commission has experienced an increase in the utilization of the golf courses as people are looking for outside activities during the pandemic, resulting in increased revenue.

Parking Meter (unfavorable variance) is down \$549k. Parking Meter revenue is not meeting estimates due to reduced economic activity as a result of the COVID-19 pandemic.

Sawyer Point (unfavorable variance) is down \$297k. The unfavorable variance is due to less economic activity at the park as a result of the pandemic restrictions.

Recreation Special (unfavorable variance) is down \$3.2 million. The Cincinnati Recreation Commission has experienced a reduction in revenue due to the cancellation of recreation center programs as a result of the pandemic.

Hazard Abatement (unfavorable variance) is down \$811K. The Vacant Buildings Maintenance License revenue is down due to the number of license waivers requested during

the pandemic. In addition, Vacant Foreclosure License revenue is below estimate as a result of the reduced number of foreclosures being processed during the pandemic.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of April 30, 2021.
2. Audit of the City Treasurer's Report for the month ended March 31, 2021.
3. Statement of Balances in the various funds as of April 30, 2021.

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

c: Christopher A. Bigham, Assistant City Manager
Karen Alder, Finance Director

Attachments

June 3, 2021

TO: Mayor and Members of City Council **2021012062**

FROM: Paula Boggs Muething, City Manager

**SUBJECT: Report- Use of ARP Funds for Small Businesses and
Neighborhood Business Districts**

REFERENCE DOCUMENT #202101124

City Council adopted at its session on March 24, 2021 the following Motion:

MOTION, submitted by Councilmember Keating, Mann, Sundermann and Kearney, Our small businesses have suffered from the negative impacts of COVID-19 at a disproportionate level. The City of Cincinnati is to receive \$290 million from the American Rescue Plan, President Joe Biden's \$1.9 trillion coronavirus stimulus bill. WE MOVE that the City Administration prepare a REPORT on how much money, of the \$290 million from the American Rescue Plan, that the city could feasibly set aside to aid the small business community in their COVID-19 recovery efforts. This approach needs to be a two-pronged effort that not only targets specific small businesses but also takes a blanket approach to focus on providing aid to neighborhood business districts. Therefore, WE FURTHER MOVE that the City Administration prepare a REPORT on how much money of \$290 million from the American Rescue Plan, that the city could feasibly set aside to identify and aid the neighborhood business districts that have been most negatively impacted by the COVID-10 impact. WE further MOVE that the City Administration prepare a REPORT on the eligibility requirements in which small businesses and neighborhood business districts would need to meet in order to qualify for relief through the city. These funds would be utilized to assist in the recovery from the losses our small businesses and communities have endured due to the COVID-19 Pandemic. We request these reports within 21 days to allocate enough time to consider these findings for the upcoming budget process.

The Administration's proposed use of American Rescue Plan (ARP) funds includes various support programs for businesses which directly and indirectly impact small businesses as follows:

- **CVB Support** – This would provide operational support to the Cincinnati USA Convention & Visitors Bureau.
- **Restaurant Grant Phase 2** – This would provide funds for a second phase of the local economic stimulus plan to support dining and drinking establishments in the City.
- **Neighborhood Activation Fund** – This would provide funds for neighborhood activation and events in public spaces throughout the City.
- **Neighborhood Business Districts Support Grants** – This would provide additional funds for businesses located in the Neighborhood Business Districts.
- **Minority Business Partnerships** – This would provide funds for a partnership with the Urban League.
- **Minority Business Accelerator – Ascend** – This would provide funds to Ascend*Cincy, a partnership between the City, Urban League, the Greater Cincinnati African American Chamber of Commerce, and the Minority Business Accelerator to provide staffing, accounting, human resources, financial coaching, and other assistance to Black-owned businesses.
- **Women Business Program** – This would provide funds to support women owned businesses through a partnership with Main Street Ventures for women owned businesses.
- **Outdoor Dining Grant Program (Neighborhoods)** – This would provide resources for a grant program to cover the cost of the design and construction of public infrastructure improvements that facilitate outdoor dining and increase pedestrian safety in various City neighborhoods.
- **ROW & Pedestrian Safety Improvements Outdoor Dining Urban Core** – This would provide funds for DOTE to make Right-Of-Way (ROW) improvements in the Urban Core designed to enhance outdoor dining.

Since then, additional programs have been proposed by councilmembers, and the Administration will implement the approved programs.

cc: Christopher A. Bigham, Assistant City Manager

June 3, 2021

TO: Mayor and Members of City Council **202102063**
FROM: Paula Boggs Muething, City Manager
SUBJECT: Report – Greenspace Maintenance Budget

REFERENCE DOCUMENT #202100742

City Council adopted at its session on February 24, 2021 the following Motion:

MOTION, (AMENDED) dated 02/17/2021, submitted by Councilmembers Mann and Landsman, We MOVE that the city should build medians and other traffic calming infrastructure with provisions made for the long-term maintenance needs & costs. We further move the administration present to council a fully funded greenspace maintenance budget that covers the needed maintenance requirements of all city managed properties". We further move that the City provides a report and a maintenance master plan for all such amenities created in the past. The report should include a strategy for taking care of the maintenance. The strategy should include potential redesigns funded through capital funds, to enhance the maintainability of these features.

Medians and traffic calming infrastructure, particularly those that include greenspace and gateways, would be considered in the right-of-way. As such maintenance for these areas is an eligible expense from the Street Construction Maintenance & Repair Fund. In the Approved FY 2021 Budget Update, additional funds in the amount of \$200,000 were provided to DPS as a budget exception to cover various roadway related costs including the costs associated with maintaining these areas. This allocation was budgeted as an ongoing expense so those funds will be included in the FY 2022-2023 Recommended Biennial Budget as well as future budgets.

For future construction of medians and traffic calming infrastructure, the Department of Transportation and Engineering will take into account design features that are best suited for maintainability as part of the capital project design. As new infrastructure is added to the list of areas to be maintained, the Department of Public

Services will request a budget exception for additional funds for maintaining these areas which will be a considered a priority for inclusion in future budgets.

The Cincinnati Parks Department, the Cincinnati Recreation Commission (CRC), and the Department of Public Services (DPS) each have responsibility for maintaining various greenspace throughout the City. Each department maintains their own greenspace maintenance plans which are periodically reviewed internally. As additional budgetary needs arise, departments can request mid-year budget adjustments or additional funding for the upcoming fiscal year during the annual budget development process.

For FY 2022, Parks has requested an additional 3.0 FTEs totaling \$120k for greenspace maintenance as part of their budget request. A portion of that expense is requested from the Street Construction Maintenance & Repair Fund and a portion of the expense is requested from the Parks Donations/Special Activities Fund.

cc: Christopher A. Bigam, Assistant City Manager



David S. Mann
Councilmember

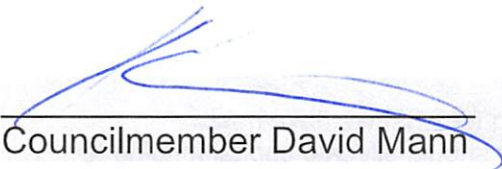
202100742

February 17, 2021

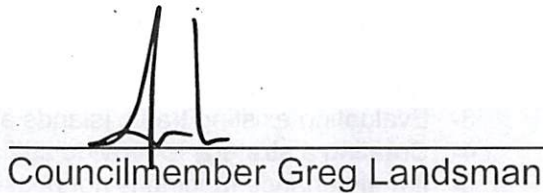
MOTION

WE MOVE that City should build medians and other traffic calming infrastructure ONLY if provision is made for the long-term maintenance needs and costs.

We further move that the City provides a report and a maintenance master plan for all such amenities created in the past. The report should include a strategy for taking care of the maintenance. The strategy should include potential redesigns funded through capital funds, to enhance the maintainability of these features.



Councilmember David Mann



Councilmember Greg Landsman

Statement:

Even before "Traffic Calming" was an idea in everyone's mind, and mainly for beautification and gateway enhancement purposes, the City built many traffic islands. Too often, the assumption was that volunteers would take care of the maintenance, and if not, the Department of Public Services (DPS) "somehow" would become the caretaker. As a result, DPS has now over 500 of these areas, including about 250 islands, with a budget to care for only 10% of these "Greenspaces". What was to be beautification and gateway enhancements have often become eyesores. Communities struggle with meager funds and sporadic volunteer help. The cost of adequate maintenance is often beyond the total budget of these communities.



David S. Mann
Councilmember

Most of the time these areas were not designed properly with shallow depth of poor soil, dreadful subsurface that prevents proper drainage and lack of watering options. In addition, by their own nature, traffic islands are in the middle of traffic, making maintenance by volunteers, without safety gears (vest, cones,...) a very hazardous activity.

Now that these areas are “popping up” all over the City, under worthy and important Traffic Calming initiatives, it is important that each new project include:

- 1- Careful design, created for maintainability
- 2- Funds set aside for ongoing maintenance, funds that are not later eliminated or reduced to compensate for budget shortfalls.

It is also essential to correct past errors by:

- 3- Evaluating existing traffic Islands and medians
- 4- Creating a strategy to provide sufficient funding for what we have now.
- 5- If maintenance funding is not possible, the City should allocate capital funding to correct the design (including installing pavers or pavement in lieu of landscaping and water systems)

Attached is a partial list of medians (as of 2015) to convey the magnitude of the issue. The list does not include other greenspaces and gateways.

Also, pictures added to provide a visual of the problem.

City of Cincinnati



801 Plum Street, Suite 349
Cincinnati, Ohio 45202

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

David S. Mann
Councilmember



City of Cincinnati



801 Plum Street, Suite 349
Cincinnati, Ohio 45202

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

David S. Mann
Councilmember



City of Cincinnati

Partial List of Medians as of 2015

ID	Type	Location 1	Location 2	Neighborhood
641	ISLAND		Woodbine Ave. @ Avalon St. (islands/park plots)	HARTWELL
641	ISLAND		Woodbine Ave. @ Avalon St. (islands/park plots)	HARTWELL
642	ISLAND		Fair Park Ave. @ W. North Bend Rd. (island/park plot)	CARTHAGE
643	ISLAND		Clifton Hill Terrace, 800 block (island/park plot)	CLIFTON
645	ISLAND		Euclid Ave. @ Wm. H. Taft Rd. (islands)	CORRYVILLE
647	ISLAND		Jefferson Ave. @ Wm. H. Taft Rd. (islands)	CORRYVILLE
648	ISLAND		Clifton Ave., from Calhoun St. to W. McMillan St. (islands)	CLIFTON HEIGHTS/FAIRVIEW
649	ISLAND		McMillan St., at Fairview Ave. (island).	CLIFTON HEIGHTS/FAIRVIEW
650	ISLAND	403 McMillian Ave.	W. McMillan St. and Old McMillan St. [off 2485 Fairview) island	CUF
652	ISLAND		Reading Rd. @ Dorchester (islands)	MOUNT AUBURN
653	ISLAND		Florence @ Dorchester (islands)	MOUNT AUBURN
654	ISLAND		Liberty St. @ Sycamore St. (Island)	OVER-THE-RHINE/PENDLETON
658	ISLAND		Gest St. @ Dalton St. (islands)	QUEENSGATE
668	ISLAND		1027 Linn St. (island)	WEST END
669	ISLAND		Liberty St. @ Central Pkwy. (island)	WEST END
678	ISLAND		Central Pkwy. @ Ezzard Charles Dr. (island)	WEST END
679	ISLAND		Central Pkwy. @ Fourteenth St. (island)	WEST END
679	ISLAND		Central Pkwy. @ Fourteenth St. (island)	WEST END
680	ISLAND	2374 Central Pkwy.	Central Pkwy. @ McMillan St. (island)	CUF
681	ISLAND		Central Pkwy. @ Plum St. (island)	WEST END
682	ISLAND		Dalton St. @ W. Eighth St. (island)	WEST END
682	ISLAND		Dalton St. @ W. Eighth St. (island)	WEST END
686	ISLAND		Woodburn Ave. @ McMillan St. & Wm. H. Taft Rd. , Island /park plots	EAST WALNUT HILLS
686	ISLAND		Woodburn Ave. @ McMillan St. & Wm. H. Taft Rd. , Island /park plots	EAST WALNUT HILLS
686	ISLAND		Woodburn Ave. @ McMillan St. & Wm. H. Taft Rd. , Island /park plots	EAST WALNUT HILLS
688	ISLAND		Ashland Ave. @ Wm. H. Taft Rd., Island	EAST WALNUT HILLS
689	ISLAND		Victory Pkwy. @ M. L. King Jr. Blvd. , Island / Park Plots.	EAST WALNUT HILLS
690	ISLAND		Woodburn Ave. @ Madison Rd. (Island)	EAST WALNUT HILLS
691	ISLAND		Baker Pl. @ South Terminus, Island / Park Plot.	EAST WALNUT HILLS

694 ISLAND		Erie Ave. @ Edwards Rd., Islands	HYDE PARK
698 ISLAND		Elmhurst Ave., Island, Park plots	HYDE PARK
700 ISLAND		Madison Rd. @ Burch , Islands	MADISONVILLE
701 ISLAND		Madison Rd. @ Edwards, Islands	MADISONVILLE
702 ISLAND		Madison Rd. @ Grandin Rd., Islands	MADISONVILLE
703 ISLAND		Madison Rd. @ Ridge , Islands	MADISONVILLE
704 ISLAND		Madison Rd. @ Red Bank, Islands	MADISONVILLE
710 ISLAND		Ridge Ave., from Maple Dr. to Marburg, Islands	OAKLEY
712 ISLAND		Lbsen Ave. @ Marburg, Islands	OAKLEY
713 ISLAND		Madison Rd., Observatory, Islands	OAKLEY
714 ISLAND		Madison Rd. , from Isabella to Allston , Islands	OAKLEY
718 ISLAND	1882 Baltimore Ave.	Casper St., at Baltimore Ave. (island/park plot).	NORTH FAIRMOUNT
719 ISLAND		Gracely Dr., at Thorton Ave. (island/park plot).	Saylor Park
720 ISLAND		C-Gracely Ave., at River Rd. (island).	Saylor Park
730 ISLAND		Spring Grove Ave., at W. Mitchell Ave. (islands/park plots?some concrete, some asphalt)	Winton Place
732 ISLAND		Spring Grove Ave., at Old Ludlow Ave. (island).	Northside
735 ISLAND		Savannah Ave., at Meis Ave. (island/park plot).	College Hill
740 ISLAND		Barrow Ave., from Ridge Ave. to Calvert St., Street R/W, Traffic Island @ Calvert	Oakley
742 ISLAND		Bach Ave., from Marburg Ave. to Cavour St., Street R/W, Island	Oakley
743 ISLAND		Sigbee St., from Kendall Ave. to Grovedale Pl., Street R/W, Island	Oakley
744 ISLAND		Grovedale Pl., from Sigbee St. to Kendall Ave., St. R/W, Island	Oakley
1149 ISLAND	260 Twain Ave.	Twain Ave., from Hillside Ave. to Revere Ave. (medians)	SAYLER PARK
661 ISLAND		Sargent St. @ Carr St. (islands)	QUEENSGATE
683 ISLAND	1110 Harrison Ave. (opposite)	Colerain Ave., Harrison Ave. to Central Ave. (island)	WEST END
684 ISLAND		Baymiller St. , Conroy St. (island)	WEST END
0 ISLAND	1020 Towne St	Towne @ Township Ave., North side at I-75 SB exist ramp and under bridge	BOND HILL
0 ISLAND	7 Township Ave	Township Ave., South side @ I-75 NB exit ramp	BOND HILL
0 ISLAND	174 W. Mitchell Ave.	W. Mitchell at I-75 SB exit ramp	CLIFTON
0 ISLAND	State & River Rd.	River Rd. East of State Ave.	LOWER PRICE HILL
0 ISLAND	2159 W. North Bend Rd.	North Bend Rd & Kipling Ave.	MOUNT AIRY
0 ISLAND	3224 Madison Rd.	3224 Madison Rd.	OAKLEY
0 ISLAND	4914 Ridge Ave (rear)	Kennedy Connector (Barrow Ave & 71 entrance ramp)	OAKLEY
0 ISLAND	1009 Gilbert Ave.	Gilbert Ave. median, S. of Elsinore	PENDLETON
0 ISLAND	Ezzard Charles @ Winchell	Ezzard Charles @ I-75, East of Winchell	QUEENSGATE

0 ISLAND	1249 Front St.	Mehring Way Island at W. turnaround	QUEENSGATE
0 ISLAND	2704 River Rd.	River Road @ Bypass	RIVERSIDE
0 ISLAND	1820 Sunset Ave.	Sunset Ave and Guerley (2 islands)	SOUTH FAIRMOUNT
0 ISLAND	880 W. Court St.	W. Court St terminus	WEST END
0 ISLAND	Winchell @ York	Winchell @ York	WEST END
0 ISLAND	1953 Central Ave.	Central Ave. and Linn St.	WEST END
0 ISLAND	1752 Gilsey Ave. (opposite)	Sunset Ave. at Guerley Rd. (2 islands)	WEST PRICE HILL
0 ISLAND	2718 Westwood Northern Blvd	Westwood Northern Blvd., north of Montana	WESTWOOD
0 ISLAND	2718 Westwood Northern Blvd	Westwood Northern Blvd., north of Montana	WESTWOOD
249 ISLAND		Paddock Rd. at Seymour ,(island)	Bond Hill
640 ISLAND	E. Galbraith Rd. & Vine St.	E. Galbraith Rd., @ Hartwell Ave. (islands/park plots)	HARTWELL
640 ISLAND	207 Hartwell Ave.	E. Galbraith Rd., @ Hartwell Ave. (islands/park plots)	HARTWELL
651 ISLAND	Vine St. & Hollister	Vine St. @ Hollister (islands)	MOUNT AUBURN
656 ISLAND	Western & Bank St.	Spring Grove Ave. @ BankWestern (islands)	WEST END
657 ISLAND		Freeman Ave. @ Sixth St. X-way ramps(islands)	QUEENSGATE
657 ISLAND			
659 ISLAND	Gest St. @ 7th St.	Gest St. Seventh St. to Freeman Ave. (islands)	QUEENSGATE
659 ISLAND	Gest St. E. of Freeman Ave.	Gest St. Seventh St. to Freeman Ave. (islands)	QUEENSGATE
662 ISLAND	8th St. Linn St. to Gest St.	8th St., Linn St. to Viaduct (islands)	QUEENSGATE
663 ISLAND	Western Ave. @ Findlay St. (N.E	Western Ave. @ Findlay St. (island)	WEST END
663 ISLAND	Western Ave. @ Liberty (N.E. s	Western Ave. @ Findlay St. (island)	WEST END
664 ISLAND	2020 Winchell Ave. (opposite)	Winchell Ave. @ Bank St. (island)	WEST END
665 ISLAND	Winchell Ave. @ Findlay (N. sid	Winchell Ave. @ Hulbert St. (island)	WEST END
666 ISLAND	Winchell Ave. @ Liberty St. (S.W	Winchell Ave. @ Liberty (island)	WEST END
666 ISLAND	Winchell Ave. @ Liberty (N.W. s	Winchell Ave. @ Liberty (island)	WEST END
667 ISLAND	Freeman Ave. @ Gest St. (N. of	Winchell Ave. @ Freeman Ave. (island)	QUEENSGATE
670 ISLAND	Western Ave. @ Liberty St. (S.E.	Liberty St. , Western Ave. to Winchell (island)	WEST END
671 ISLAND	Gest St. & 3rd St.	Linn St. @ Gest St. to Third St. (island)	QUEENSGATE
673 ISLAND		Linn St. @ W. Eighth St. (island)	WEST END
674 ISLAND	Linn St. to Gest St.	Gest St. , Sixth St. to Winchell Ave. (island)	QUEENSGATE
676 ISLAND	2109 Winchell Ave.	Bank St., Winchell Ave. to Spring Grove Ave.(island)	WEST END
676 ISLAND	2108 Spring Grove Ave.	Bank St., Winchell Ave. to Spring Grove Ave.(island)	WEST END
682 ISLAND	1119 8th St.	Dalton St. @ W. Eighth St. (island)	QUEENSGATE
685 ISLAND	Eastern Ave. ramp to Columbia	Eastern Ave. @ Ramp to Columbia Parkway, Islands	LINWOOD

687 ISLAND	2 Taft Road Ln.	Taft Rd. Ln. @ South Terminus, Island / Park Plot	EAST WALNUT HILLS
692 ISLAND	3686 Wasson Rd.	Paxton Ave. @ Wasson, Islands	HYDE PARK
693 ISLAND	Dana Ave. & Madison Rd.	Dana Ave. @ Madison Rd., Islands	HYDE PARK
697 ISLAND	400 Erie Ave.	Erie Ave., bet. Botherton & Murray, Islands	MADISONVILLE
707 ISLAND	5307 Brotherton Ct.	Red Bank Rd. @ Brotherton , Islands	OAKLEY
721 ISLAND	2902 Feltz Ave.	Feltz Ave., at 2903 (island/park plot).	WESTWOOD
722 ISLAND	2746 Felicity Pl.	Felicity Dr., at Felicity Pl. (island/park plot).	WESTWOOD
723 ISLAND	2877 West Tower Ave.	West Tower Ave., at 2881 (island/park plot).	WESTWOOD
724 ISLAND	2500 Dunaway Ct.	Dunaway Ct., at 2500 (island/park plot).	WESTWOOD
726 ISLAND	4657 Este Ave.	Este Ave., at Kings Run Dr. (island/park plot).	WINTON HILLS
729 ISLAND	4544 Winton Rd.	Winton Rd., at Derby Ave. (island).	SPRING GROVE VILLAGE
731 ISLAND	4335 Hillside Ave.	Hillside Ave., at Anderson Ferry Rd. (islands/park plot).	RIVERSIDE
734 ISLAND	2211 North Bend Rd.	W. North Bend Rd., at Belmont Ave. (island/park plot).	COLLEGE HILL
736 ISLAND	6100 Tahitti Dr.	Tahiti Dr., at Capri Dr. (island/park plot).	COLLEGE HILL
737 ISLAND	5761 Pearton Ct.	Pearton Ct., at Grayview Ct. (island/park plot).	COLLEGE HILL
739 ISLAND	3750 Beechmont Ct.	Wooster Rd.,from Beechmont Ave. to E.Corp. Line, Traffic Island & Beechmont	LINWOOD
745 ISLAND	4000 Erie Ave.	Murray Ave.,from Lacrosse Ave. to Erie Ave., Traffic Island & St. R/W	MADISONVILLE
746 ISLAND	700 Wilmer Ave.	Wilmer Ave., from Beechmont Ave.to Term., S/O Kellogg Traffic Island @ Beechr	LINWOOD
747 ISLAND	3460 McHenry Ave.	McHenry Ave., from 3434 to 3472 (island/park plot)	EAST WESTWOOD
748 ISLAND	3409 McHenry Ave.	McHenry Ave., from 3397 to 3415 (island/park plot)	EAST WESTWOOD
749 ISLAND	2502 North Bend Rd.	W. North Bend Rd., @ Banning Rd. to Colerain Ave. (island/park plot)	MOUNT AIRY
750 ISLAND	2699 Queen City Ave.	Queen City Ave. ,@ LaFeuille Ave. (islands/ park plots)	WESTWOOD
751 ISLAND	3645 Hillside Ave.	Hillside Ave. @ Baurichter St. islands, park plot	RIVERSIDE
752 ISLAND	3888 River Rd. (opposite)	River Rd. @ Tyler Ave. (3 islands/park plots) #2	RIVERSIDE
753 ISLAND	1521 Queen City Ave.	State Ave., from Queen City Ave. to Beekman St. (islands/park plots)	SOUTH FAIRMOUNT
760 ISLAND	3006 Glenmore Ave.	Westbrook Dr., from 3004 Glenmore Ave. to fence in rear of 5793 Timrick Ct. (37	WESTWOOD
801 ISLAND	3654 Ravenwood Ave.	Ravenwood Ave., All, Park plots	KENNEDY HEIGHTS
812 ISLAND	Gest St. & 3rd St.	Gest St. @ 3rd St. (park plots)	QUEENSGATE
814 ISLAND	925 Freeman Ave.	Freeman Ave., Gest St. to Mehring Way (park plots)	QUEENSGATE
814 ISLAND	Freeman Ave. & 8th St.	Freeman Ave., Gest St. to Mehring Way (park plots)	QUEENSGATE
814 ISLAND	925 8th St.	Freeman Ave., Gest St. to Mehring Way (park plots)	QUEENSGATE
817 ISLAND	Gest St. & Western Ave.	Western Ave., X-way Off ramp to Gest St. (park plots)	QUEENSGATE
821 ISLAND	3900 Briggs Pl.	Briggs Pl. @ Terminus, Park plots	OAKLEY
822 ISLAND	1121 Inglenook Pl.	Inglenook Pl. All, Park plots	MOUNT LOOKOUT

824 ISLAND	3120 Lookout Cr.	Lookout Cir. ,All, Park plots	MOUNT LOOKOUT
837 ISLAND	4521 Langland St.	Langland St., between Glen Parker Ave. and Thompson Heights Ave. (park plot).	NORTHSIDE
843 ISLAND	1246 Quebec Rd.	Quebec Rd., from Mayfield Ave. to 1216 Quebec Rd. (park plot).	EAST PRICE HILL
1925 ISLAND	2097 Queen City Ave.	Queencity Bypass islands	SOUTH FAIRMOUNT
1927 ISLAND	1521 Queen City Ave.	South Fairmount Gateway 2	SOUTH FAIRMOUNT
1928 ISLAND	1521 Queen City Ave.	South Fairmount Gateway 1	SOUTH FAIRMOUNT
1938 ISLAND	Columbia Pkwy Island at Martin	Columba Pk Wy island brtween 5th St. & Fort Washinkton Ramps	EAST END
1945 ISLAND	2097 Queen City Ave.	Queencity Bi-Pass island	SOUTH FAIRMOUNT
1946 ISLAND	2145 Queen City Ave.	Queencity Bi-Pass island	SOUTH FAIRMOUNT
1952 ISLAND	3914 River Rd. (opposite)	River Rd. @ Tyler Ave. (3 islands/park plots) #1	RIVERSIDE
1953 ISLAND	3804 River Rd. (opposite)	River Rd. @ Tyler Ave. (3 islands/park plots) #3	RIVERSIDE
1955 ISLAND	Mehring Way, W. of Gest St.	Islands on Mehring Way # 6	QUEENSGATE
1956 ISLAND	Mehring Way, W. of Gest St.	Islands on Mehring Way # 5	QUEENSGATE
1957 ISLAND	Mehring Way, W. of Gest St.	Islands on Mehring Way # 4	QUEENSGATE
1958 ISLAND	Mehring Way, W. of Gest St.	Islands on Mehring Way # 3	QUEENSGATE
1959 ISLAND	Mehring Way, W. of Gest St.	Islands on Mehring Way # 2	QUEENSGATE
1960 ISLAND	Mehring Way, W. of Gest St.	Islands on Mehring Way # 1	QUEENSGATE
1961 ISLAND			
1962 ISLAND			
1963 ISLAND		Gilbert Ave. islands by Grayhound Bus station	CENTRAL BUSINESS DISTRICT
1964 ISLAND		Gilbert Ave. islands by Grayhound Bus station	CENTRAL BUSINESS DISTRICT
1965 ISLAND		Gilbert Ave. islands by Grayhound Bus station	CENTRAL BUSINESS DISTRICT
228	Conc_Islands		
0	Conc_Islar Mitchell Ave. & I-75	W. Mitchell at I-75	
204	Conc_Islands	W. Galbraith Ave., from Vine St. to Marley St. (traffic islands)	
212	Conc_Islands	Vine St. @ Erkenbrecher (islands)	
220	Conc_Islands	Eastern Ave. @ Delta Ave., Islands	
221	Conc_Islands	Eastern Ave. @ Kellogg, Islands	
237	Conc_Islar 150 Mitchell Ave.	W. Mitchell Ave., at I-75 (islands, area under bridge).	
695	Conc_Islar 2729 Erie Ave.	Erie Ave. @ Michigan, Islands	
695	Conc_Islar 2713 Erie Ave.	Erie Ave. @ Edwards Rd., Islands	
696	Conc_Islar Erie Ave. & Rosslyn	Erie Ave. @ Rosslyn, Islands	
715	Conc_Islar 2800 Madison Rd.	Madison Rd. to Millsbrae, Islands	

716 Conc_Islar 4794 Madison Rd.	Madison Rd. @ Oaklawn , Islands
0 Conc_Islar 652 State Ave.	State at River Rd. and 6th St. Viaduct
0 Conc_Islar 4827 Paddock Rd.	Paddock Rd. @ Norwood lateral EB exits (S. of lateral overpass)
0 Conc_Islar Paddock Rd. under Norwood Lateral overpass	
0 Conc_Islar Findlay St. @ Western	Findlay @ Western
205 Conc_Islar 1389 Tennessee Ave.	Reading Rd. @ Tennessee Ave. (island)
207 Conc_Islar 2111 Langdon Farm Rd.	Langdon Farm Rd., from Seymour Ave. to Wiethe Rd. (islands)
208 Conc_Islar 7171 Reading Rd.	Losantiville Ave. @ Reading Rd. (island)
209 Conc_Islar 7500 Reading Rd.	Reading Rd. @ Seymour Ave. (islands)
210 Conc_Islar 2915 Clifton Ave.	Martin Luther King Jr. Blvd. @ Clifton Ave. (islands)
211 Conc_Islar 914 Ludlow Ave.	Lafayette Ave. @ Ludlow Ave. (island)
219 Conc_Islar 826 Delta Ave.	Delta Ave. @ Linwood , North & South End Of Square, Islands
219 Conc_Islar 3181 Linwood Ave.	Delta Ave. @ Linwood , North & South End Of Square, Islands
223 Conc_Islar 2164 Baltimore Ave.	Baltimore Ave., at Westwood Northern Blvd. (islands).
224 Conc_Islar 2185 Westwood Northern Blvd	Westwood Northern Blvd., from Baltimore Ave. to Fyffe Ave. (medians).
224 Conc_Islar 2320 Westwood Northern Blvd.	Westwood Northern Blvd., from Baltimore Ave. to Fyffe Ave. (medians).
225 Conc_Islar 3346 McHenry Ave.	Westwood Northern Blvd., at McHenry (islands).
226 Conc_Islar 2012 Westwood Northern Blvd.	Westwood Northern Blvd., from Baltimore Ave. to Beekman St. (medians).
227 Conc_Islar 2900 Beekman St.	Beekman St., at Westwood Northern Blvd. (islands).
229 Conc_Islar 5421 Colerain Ave.	Colerain Ave., at W. North Bend Rd. (island).
231 Conc_Islar Sedam	Sedam St., at Fairbanks Ave. (island/park plot).
232 Conc_Islar 6086 River Rd.	Dart St., at River Rd. (island).
233 Conc_Islar 3197 Harrison Ave.	Boudinot Ave., at Harrison Ave. (islands).
234 Conc_Islar 2400 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
234 Conc_Islar 2601 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
234 Conc_Islar 2601 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
234 Conc_Islar 2565 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
234 Conc_Islar 2531 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
234 Conc_Islar 2505 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
234 Conc_Islar 2454 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
234 Conc_Islar 2459 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
235 Conc_Islar 3324 McHenry Ave.	Westwood Northern Blvd., at McHenry Ave. (islands).
236 Conc_Islar 5100 Glenway Ave.	Glenway Ave., at Ferguson Ave. (island).
238 Conc_Islands	River Rd., at Anderson Ferry Rd. (island).

239 Conc_Islar 5404 River Rd.	River Rd., at Darby Rd. (island).
240 Conc_Islar 3812 Colerain Ave.	Elmore St., at Colerain Ave. (island).
241 Conc_Islar 3846 Colerain Ave.	Colerain Ave., at Powers St. (island).
242 Conc_Islar 1665 Blue Rock St.	Blue Rock St., from Cherry St. to Turrill St. (islands).
243 Conc_Islar 4109 Hamilton Ave.	Blue Rock St., at Hamilton Ave. (islands).
244 Conc_Islar 4231 Spring Grove Ave.	Spring Grove Ave., at Dane Ave. (islands).
245 Conc_Islar 4146 Spring Grove Ave.	Wm. Dooley By-pass, at Mad Anthony St. (island)
246 Conc_Islar English St.	English St., from State Ave. to River Rd. (medians).
247 Conc_Islar 3300 Colerain Ave.	Monmouth St., at Colerain Ave. (island).
250 Conc_Islar 7729 Reading Rd.	Reading Rd., @ Summit Rd. (island)
251 Conc_Islar 150 Mitchell Ave.	W. Mitchell Ave., North side, from bridge over Mill Creek Railroad overpass (islands, park plots)
251 Conc_Islar 174 Mitchell Ave.	W. Mitchell Ave., North side, from bridge over Mill Creek Railroad overpass (islands, park plots)
644 Conc_Islar Corry St. & Euclid Ave.	Euclid Ave. @ Corry St. (islands)
646 Conc_Islar Corry St. & Jefferson Ave.	Jefferson Ave. @ Corry St. (islands)
662 Conc_Islar Linn St. & 8th St.	8th St., Linn St. to Viaduct (islands)
682 Conc_Islar Dalton Ave. & 8th St.	Dalton St. @ W. Eighth St. (island)
705 Conc_Islar 3207 Madison Rd.	Madison Rd. @ Brotherton, Islands
706 Conc_Islar 5098 Oaklawn Dr.	Oaklawn Dr. @ Duck Creek, Islands
708 Conc_Islar 5720 Onondago Ave.	Red Bank Rd. @ Onondago, Islands
709 Conc_Islar 3401 Alamo Ave.	Ridge Ave. @ Alamo, Islands
725 Conc_Islar 4850 Glenway Ave.	Glenway Ave., at Guerley Rd. (islands).
727 Conc_Islar 857 North Bend Rd.	Center Hill Rd., at North Bend Rd. (island).
728 Conc_Islar 4795 Gray Rd.	Winton Rd., at Spring Grove Ave. (island).
733 Conc_Islar 3942 Spring Grove Ave.	Spring Grove Ave., at Ludlow Ave. (island).
738 Conc_Islar 5471 Hamilton Ave.	Hamilton Ave., at Belmont Ave. (island).
763 Conc_Islar 4620 Kirby Ave.	Ashtree Dr., at Kirby Ave. (islands).
814 Conc_Islar Freeman Ave. & 8th St.	Freeman Ave., Gest St. to Mehring Way (park plots)
814 Conc_Islar 1001 Gest St.	Freeman Ave., Gest St. to Mehring Way (park plots)
1948 Conc_Islar 4301 Erie Ave.	Erie @ Bramble
2027 Conc_Islar 4827 Paddock Rd.	
2028 Conc_Islar Linn St. & 8th St.	
2030 Conc_Islar Gest St. & Dalton Ave Intersection	



David S. Mann
Councilmember


202100742

February 17, 2021

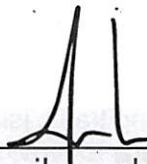
MOTION

WE MOVE that City should build medians and other traffic calming infrastructure ONLY if provision is made for the long-term maintenance needs and costs.

We further move that the City provides a report and a maintenance master plan for all such amenities created in the past. The report should include a strategy for taking care of the maintenance. The strategy should include potential redesigns funded through capital funds, to enhance the maintainability of these features.



Councilmember David Mann



Councilmember Greg Landsman

AMENDED BY COUNCILMEMBER SEELBACH ON THE FLOOR OF COMMITTEE ON 2/22/2021.

Replace first sentence with: _____

We MOVE that the city should build medians and other traffic calming infrastructure with provisions made for the long-term maintenance needs & costs.

Add this sentence: _____

We further move the admin present to council a fully funded greenspace maintenance budget that covers the needed maintenance requirements of all city managed properties”

Statement:

Even before “Traffic Calming” was an idea in everyone’s mind, and mainly for beautification and gateway enhancement purposes, the City built many traffic islands. Too often, the assumption was that volunteers would take care of the maintenance, and if not, the Department of Public Services (DPS) “somehow” would become the caretaker. As a result, DPS has now over 500 of these areas, including about 250 islands, with a budget to care for only 10% of these “Greenspaces”. What was to be beautification and gateway enhancements have often become eyesores. Communities struggle with meager funds and sporadic volunteer help. The cost of adequate maintenance is often beyond the total budget of these communities.



David S. Mann
Councilmember

Most of the time these areas were not designed properly with shallow depth of poor soil, dreadful subsurface that prevents proper drainage and lack of watering options. In addition, by their own nature, traffic islands are in the middle of traffic, making maintenance by volunteers, without safety gears (vest, cones,...) a very hazardous activity.

Now that these areas are “popping up” all over the City, under worthy and important Traffic Calming initiatives, it is important that each new project include:

- 1- Careful design, created for maintainability
- 2- Funds set aside for ongoing maintenance, funds that are not later eliminated or reduced to compensate for budget shortfalls.

It is also essential to correct past errors by:

- 3- Evaluating existing traffic Islands and medians
- 4- Creating a strategy to provide sufficient funding for what we have now.
- 5- If maintenance funding is not possible, the City should allocate capital funding to correct the design (including installing pavers or pavement in lieu of landscaping and water systems)

Attached is a partial list of medians (as of 2015) to convey the magnitude of the issue. The list does not include other greenspaces and gateways.

Also, pictures added to provide a visual of the problem.

City of Cincinnati



801 Plum Street, Suite 349
Cincinnati, Ohio 45202

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

David S. Mann
Councilmember



City of Cincinnati



801 Plum Street, Suite 349
Cincinnati, Ohio 45202

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

David S. Mann
Councilmember



City of Cincinnati

Partial List of Medians as of 2015

ID	Type	Location 1	Location 2	Neighborhood
641	ISLAND		Woodbine Ave. @ Avalon St. (islands/park plots)	HARTWELL
641	ISLAND		Woodbine Ave. @ Avalon St. (islands/park plots)	HARTWELL
642	ISLAND		Fair Park Ave. @ W. North Bend Rd. (island/park plot)	CARTHAGE
643	ISLAND		Clifton Hill Terrace, 800 block (island/park plot)	CLIFTON
645	ISLAND		Euclid Ave. @ Wm. H. Taft Rd. (islands)	CORRYVILLE
647	ISLAND		Jefferson Ave. @ Wm. H. Taft Rd. (islands)	CORRYVILLE
648	ISLAND		Clifton Ave., from Calhoun St. to W. McMillan St. (islands)	CLIFTON HEIGHTS/FAIRVIEW
649	ISLAND		McMillan St., at Fairview Ave. (island).	CLIFTON HEIGHTS/FAIRVIEW
650	ISLAND	403 McMillian Ave.	W. McMillan St. and Old McMillan St. [off 2485 Fairview) island	CUF
652	ISLAND		Reading Rd. @ Dorchester (islands)	MOUNT AUBURN
653	ISLAND		Florence @ Dorchester (islands)	MOUNT AUBURN
654	ISLAND		Liberty St. @ Sycamore St. (Island)	OVER-THE-RHINE/PENDLETON
658	ISLAND		Gest St. @ Dalton St. (islands)	QUEENSGATE
668	ISLAND		1027 Linn St. (island)	WEST END
669	ISLAND		Liberty St. @ Central Pkwy. (island)	WEST END
678	ISLAND		Central Pkwy. @ Ezzard Charles Dr. (island)	WEST END
679	ISLAND		Central Pkwy. @ Fourteenth St. (island)	WEST END
679	ISLAND		Central Pkwy. @ Fourteenth St. (island)	WEST END
680	ISLAND	2374 Central Pkwy.	Central Pkwy. @ McMillan St. (island)	CUF
681	ISLAND		Central Pkwy. @ Plum St. (island)	WEST END
682	ISLAND		Dalton St. @ W. Eighth St. (island)	WEST END
682	ISLAND		Dalton St. @ W. Eighth St. (island)	WEST END
686	ISLAND		Woodburn Ave. @ McMillan St. & Wm. H. Taft Rd. , Island /park plots	EAST WALNUT HILLS
686	ISLAND		Woodburn Ave. @ McMillan St. & Wm. H. Taft Rd. , Island /park plots	EAST WALNUT HILLS
686	ISLAND		Woodburn Ave. @ McMillan St. & Wm. H. Taft Rd. , Island /park plots	EAST WALNUT HILLS
688	ISLAND		Ashland Ave. @ Wm. H. Taft Rd., Island	EAST WALNUT HILLS
689	ISLAND		Victory Pkwy. @ M. L. King Jr. Blvd. , Island / Park Plots.	EAST WALNUT HILLS
690	ISLAND		Woodburn Ave. @ Madison Rd. (Island)	EAST WALNUT HILLS
691	ISLAND		Baker Pl. @ South Terminus, Island / Park Plot.	EAST WALNUT HILLS

694 ISLAND		Erie Ave. @ Edwards Rd., Islands	HYDE PARK
698 ISLAND		Elmhurst Ave., Island, Park plots	HYDE PARK
700 ISLAND		Madison Rd. @ Burch , Islands	MADISONVILLE
701 ISLAND		Madison Rd. @ Edwards, Islands	MADISONVILLE
702 ISLAND		Madison Rd. @ Grandin Rd., Islands	MADISONVILLE
703 ISLAND		Madison Rd. @ Ridge , Islands	MADISONVILLE
704 ISLAND		Madison Rd. @ Red Bank, Islands	MADISONVILLE
710 ISLAND		Ridge Ave., from Maple Dr. to Marburg, Islands	OAKLEY
712 ISLAND		Lbsen Ave. @ Marburg, Islands	OAKLEY
713 ISLAND		Madison Rd., Observatory, Islands	OAKLEY
714 ISLAND		Madison Rd. , from Isabella to Allston , Islands	OAKLEY
718 ISLAND	1882 Baltimore Ave.	Casper St., at Baltimore Ave. (island/park plot).	NORTH FAIRMOUNT
719 ISLAND		Gracely Dr., at Thorton Ave. (island/park plot).	Saylor Park
720 ISLAND		C-Gracely Ave., at River Rd. (island).	Saylor Park
730 ISLAND		Spring Grove Ave., at W. Mitchell Ave. (islands/park plots?some concrete, some asphalt)	Winton Place
732 ISLAND		Spring Grove Ave., at Old Ludlow Ave. (island).	Northside
735 ISLAND		Savannah Ave., at Meis Ave. (island/park plot).	College Hill
740 ISLAND		Barrow Ave., from Ridge Ave. to Calvert St., Street R/W, Traffic Island @ Calvert	Oakley
742 ISLAND		Bach Ave., from Marburg Ave. to Cavour St., Street R/W, Island	Oakley
743 ISLAND		Sigbee St., from Kendall Ave. to Grovedale Pl., Street R/W, Island	Oakley
744 ISLAND		Grovedale Pl., from Sigbee St. to Kendall Ave., St. R/W, Island	Oakley
1149 ISLAND	260 Twain Ave.	Twain Ave., from Hillside Ave. to Revere Ave. (medians)	SAYLER PARK
661 ISLAND		Sargent St. @ Carr St. (islands)	QUEENSGATE
683 ISLAND	1110 Harrison Ave. (opposite)	Colerain Ave., Harrison Ave. to Central Ave. (island)	WEST END
684 ISLAND		Baymiller St. , Conroy St. (island)	WEST END
0 ISLAND	1020 Towne St	Towne @ Township Ave., North side at I-75 SB exist ramp and under bridge	BOND HILL
0 ISLAND	7 Township Ave	Township Ave., South side @ I-75 NB exit ramp	BOND HILL
0 ISLAND	174 W. Mitchell Ave.	W. Mitchell at I-75 SB exit ramp	CLIFTON
0 ISLAND	State & River Rd.	River Rd. East of State Ave.	LOWER PRICE HILL
0 ISLAND	2159 W. North Bend Rd.	North Bend Rd & Kipling Ave.	MOUNT AIRY
0 ISLAND	3224 Madison Rd.	3224 Madison Rd.	OAKLEY
0 ISLAND	4914 Ridge Ave (rear)	Kennedy Connector (Barrow Ave & 71 entrance ramp)	OAKLEY
0 ISLAND	1009 Gilbert Ave.	Gilbert Ave. median, S. of Elsinore	PENDLETON
0 ISLAND	Ezzard Charles @ Winchell	Ezzard Charles @ I-75, East of Winchell	QUEENSGATE

0 ISLAND	1249 Front St.	Mehring Way Island at W. turnaround	QUEENSGATE
0 ISLAND	2704 River Rd.	River Road @ Bypass	RIVERSIDE
0 ISLAND	1820 Sunset Ave.	Sunset Ave and Guerley (2 islands)	SOUTH FAIRMOUNT
0 ISLAND	880 W. Court St.	W. Court St terminus	WEST END
0 ISLAND	Winchell @ York	Winchell @ York	WEST END
0 ISLAND	1953 Central Ave.	Central Ave. and Linn St.	WEST END
0 ISLAND	1752 Gilsey Ave. (opposite)	Sunset Ave. at Guerley Rd. (2 islands)	WEST PRICE HILL
0 ISLAND	2718 Westwood Northern Blvd	Westwood Northern Blvd., north of Montana	WESTWOOD
0 ISLAND	2718 Westwood Northern Blvd	Westwood Northern Blvd., north of Montana	WESTWOOD
249 ISLAND		Paddock Rd. at Seymour ,(island)	Bond Hill
640 ISLAND	E. Galbraith Rd. & Vine St.	E. Galbraith Rd., @ Hartwell Ave. (islands/park plots)	HARTWELL
640 ISLAND	207 Hartwell Ave.	E. Galbraith Rd., @ Hartwell Ave. (islands/park plots)	HARTWELL
651 ISLAND	Vine St. & Hollister	Vine St. @ Hollister (islands)	MOUNT AUBURN
656 ISLAND	Western & Bank St.	Spring Grove Ave. @ BankWestern (islands)	WEST END
657 ISLAND		Freeman Ave. @ Sixth St. X-way ramps(islands)	QUEENSGATE
657 ISLAND			
659 ISLAND	Gest St. @ 7th St.	Gest St. Seventh St. to Freeman Ave. (islands)	QUEENSGATE
659 ISLAND	Gest St. E. of Freeman Ave.	Gest St. Seventh St. to Freeman Ave. (islands)	QUEENSGATE
662 ISLAND	8th St. Linn St. to Gest St.	8th St., Linn St. to Viaduct (islands)	QUEENSGATE
663 ISLAND	Western Ave. @ Findlay St. (N.E	Western Ave. @ Findlay St. (island)	WEST END
663 ISLAND	Western Ave. @ Liberty (N.E. s	Western Ave. @ Findlay St. (island)	WEST END
664 ISLAND	2020 Winchell Ave. (opposite)	Winchell Ave. @ Bank St. (island)	WEST END
665 ISLAND	Winchell Ave. @ Findlay (N. sid	Winchell Ave. @ Hulbert St. (island)	WEST END
666 ISLAND	Winchell Ave. @ Liberty St. (S.W	Winchell Ave. @ Liberty (island)	WEST END
666 ISLAND	Winchell Ave. @ Liberty (N.W. s	Winchell Ave. @ Liberty (island)	WEST END
667 ISLAND	Freeman Ave. @ Gest St. (N. of	Winchell Ave. @ Freeman Ave. (island)	QUEENSGATE
670 ISLAND	Western Ave. @ Liberty St. (S.E.	Liberty St. , Western Ave. to Winchell (island)	WEST END
671 ISLAND	Gest St. & 3rd St.	Linn St. @ Gest St. to Third St. (island)	QUEENSGATE
673 ISLAND		Linn St. @ W. Eighth St. (island)	WEST END
674 ISLAND	Linn St. to Gest St.	Gest St. , Sixth St. to Winchell Ave. (island)	QUEENSGATE
676 ISLAND	2109 Winchell Ave.	Bank St., Winchell Ave. to Spring Grove Ave.(island)	WEST END
676 ISLAND	2108 Spring Grove Ave.	Bank St., Winchell Ave. to Spring Grove Ave.(island)	WEST END
682 ISLAND	1119 8th St.	Dalton St. @ W. Eighth St. (island)	QUEENSGATE
685 ISLAND	Eastern Ave. ramp to Columbia	Eastern Ave. @ Ramp to Columbia Parkway, Islands	LINWOOD

687 ISLAND	2 Taft Road Ln.	Taft Rd. Ln. @ South Terminus, Island / Park Plot	EAST WALNUT HILLS
692 ISLAND	3686 Wasson Rd.	Paxton Ave. @ Wasson, Islands	HYDE PARK
693 ISLAND	Dana Ave. & Madison Rd.	Dana Ave. @ Madison Rd., Islands	HYDE PARK
697 ISLAND	400 Erie Ave.	Erie Ave., bet. Botherton & Murray, Islands	MADISONVILLE
707 ISLAND	5307 Brotherton Ct.	Red Bank Rd. @ Brotherton , Islands	OAKLEY
721 ISLAND	2902 Feltz Ave.	Feltz Ave., at 2903 (island/park plot).	WESTWOOD
722 ISLAND	2746 Felicity Pl.	Felicity Dr., at Felicity Pl. (island/park plot).	WESTWOOD
723 ISLAND	2877 West Tower Ave.	West Tower Ave., at 2881 (island/park plot).	WESTWOOD
724 ISLAND	2500 Dunaway Ct.	Dunaway Ct., at 2500 (island/park plot).	WESTWOOD
726 ISLAND	4657 Este Ave.	Este Ave., at Kings Run Dr. (island/park plot).	WINTON HILLS
729 ISLAND	4544 Winton Rd.	Winton Rd., at Derby Ave. (island).	SPRING GROVE VILLAGE
731 ISLAND	4335 Hillside Ave.	Hillside Ave., at Anderson Ferry Rd. (islands/park plot).	RIVERSIDE
734 ISLAND	2211 North Bend Rd.	W. North Bend Rd., at Belmont Ave. (island/park plot).	COLLEGE HILL
736 ISLAND	6100 Tahitti Dr.	Tahiti Dr., at Capri Dr. (island/park plot).	COLLEGE HILL
737 ISLAND	5761 Pearton Ct.	Pearton Ct., at Grayview Ct. (island/park plot).	COLLEGE HILL
739 ISLAND	3750 Beechmont Ct.	Wooster Rd.,from Beechmont Ave. to E.Corp. Line, Traffic Island & Beechmont	LINWOOD
745 ISLAND	4000 Erie Ave.	Murray Ave.,from Lacrosse Ave. to Erie Ave., Traffic Island & St. R/W	MADISONVILLE
746 ISLAND	700 Wilmer Ave.	Wilmer Ave., from Beechmont Ave.to Term., S/O Kellogg Traffic Island @ Beechr	LINWOOD
747 ISLAND	3460 McHenry Ave.	McHenry Ave., from 3434 to 3472 (island/park plot)	EAST WESTWOOD
748 ISLAND	3409 McHenry Ave.	McHenry Ave., from 3397 to 3415 (island/park plot)	EAST WESTWOOD
749 ISLAND	2502 North Bend Rd.	W. North Bend Rd., @ Banning Rd. to Colerain Ave. (island/park plot)	MOUNT AIRY
750 ISLAND	2699 Queen City Ave.	Queen City Ave. ,@ LaFeuille Ave. (islands/ park plots)	WESTWOOD
751 ISLAND	3645 Hillside Ave.	Hillside Ave. @ Baurichter St. islands, park plot	RIVERSIDE
752 ISLAND	3888 River Rd. (opposite)	River Rd. @ Tyler Ave. (3 islands/park plots) #2	RIVERSIDE
753 ISLAND	1521 Queen City Ave.	State Ave., from Queen City Ave. to Beekman St. (islands/park plots)	SOUTH FAIRMOUNT
760 ISLAND	3006 Glenmore Ave.	Westbrook Dr., from 3004 Glenmore Ave. to fence in rear of 5793 Timrick Ct. (37	WESTWOOD
801 ISLAND	3654 Ravenwood Ave.	Ravenwood Ave., All, Park plots	KENNEDY HEIGHTS
812 ISLAND	Gest St. & 3rd St.	Gest St. @ 3rd St. (park plots)	QUEENSGATE
814 ISLAND	925 Freeman Ave.	Freeman Ave., Gest St. to Mehring Way (park plots)	QUEENSGATE
814 ISLAND	Freeman Ave. & 8th St.	Freeman Ave., Gest St. to Mehring Way (park plots)	QUEENSGATE
814 ISLAND	925 8th St.	Freeman Ave., Gest St. to Mehring Way (park plots)	QUEENSGATE
817 ISLAND	Gest St. & Western Ave.	Western Ave., X-way Off ramp to Gest St. (park plots)	QUEENSGATE
821 ISLAND	3900 Briggs Pl.	Briggs Pl. @ Terminus, Park plots	OAKLEY
822 ISLAND	1121 Inglenook Pl.	Inglenook Pl. All, Park plots	MOUNT LOOKOUT

824 ISLAND	3120 Lookout Cr.	Lookout Cir. ,All, Park plots	MOUNT LOOKOUT
837 ISLAND	4521 Langland St.	Langland St., between Glen Parker Ave. and Thompson Heights Ave. (park plot).	NORTHSIDE
843 ISLAND	1246 Quebec Rd.	Quebec Rd., from Mayfield Ave. to 1216 Quebec Rd. (park plot).	EAST PRICE HILL
1925 ISLAND	2097 Queen City Ave.	Queencity Bypass islands	SOUTH FAIRMOUNT
1927 ISLAND	1521 Queen City Ave.	South Fairmount Gateway 2	SOUTH FAIRMOUNT
1928 ISLAND	1521 Queen City Ave.	South Fairmount Gateway 1	SOUTH FAIRMOUNT
1938 ISLAND	Columbia Pkwy Island at Martin	Columba Pk Wy island brtween 5th St. & Fort Washinkton Ramps	EAST END
1945 ISLAND	2097 Queen City Ave.	Queencity Bi-Pass island	SOUTH FAIRMOUNT
1946 ISLAND	2145 Queen City Ave.	Queencity Bi-Pass island	SOUTH FAIRMOUNT
1952 ISLAND	3914 River Rd. (opposite)	River Rd. @ Tyler Ave. (3 islands/park plots) #1	RIVERSIDE
1953 ISLAND	3804 River Rd. (opposite)	River Rd. @ Tyler Ave. (3 islands/park plots) #3	RIVERSIDE
1955 ISLAND	Mehring Way, W. of Gest St.	Islands on Mehring Way # 6	QUEENSGATE
1956 ISLAND	Mehring Way, W. of Gest St.	Islands on Mehring Way # 5	QUEENSGATE
1957 ISLAND	Mehring Way, W. of Gest St.	Islands on Mehring Way # 4	QUEENSGATE
1958 ISLAND	Mehring Way, W. of Gest St.	Islands on Mehring Way # 3	QUEENSGATE
1959 ISLAND	Mehring Way, W. of Gest St.	Islands on Mehring Way # 2	QUEENSGATE
1960 ISLAND	Mehring Way, W. of Gest St.	Islands on Mehring Way # 1	QUEENSGATE
1961 ISLAND			
1962 ISLAND			
1963 ISLAND		Gilbert Ave. islands by Grayhound Bus station	CENTRAL BUSINESS DISTRICT
1964 ISLAND		Gilbert Ave. islands by Grayhound Bus station	CENTRAL BUSINESS DISTRICT
1965 ISLAND		Gilbert Ave. islands by Grayhound Bus station	CENTRAL BUSINESS DISTRICT
228	Conc_Islands		
0	Conc_Islar Mitchell Ave. & I-75	W. Mitchell at I-75	
204	Conc_Islands	W. Galbraith Ave., from Vine St. to Marley St. (traffic islands)	
212	Conc_Islands	Vine St. @ Erkenbrecher (islands)	
220	Conc_Islands	Eastern Ave. @ Delta Ave., Islands	
221	Conc_Islands	Eastern Ave. @ Kellogg, Islands	
237	Conc_Islar 150 Mitchell Ave.	W. Mitchell Ave., at I-75 (islands, area under bridge).	
695	Conc_Islar 2729 Erie Ave.	Erie Ave. @ Michigan, Islands	
695	Conc_Islar 2713 Erie Ave.	Erie Ave. @ Edwards Rd., Islands	
696	Conc_Islar Erie Ave. & Rosslyn	Erie Ave. @ Rosslyn, Islands	
715	Conc_Islar 2800 Madison Rd.	Madison Rd. to Millsbrae, Islands	

716 Conc_Islar 4794 Madison Rd.	Madison Rd. @ Oaklawn , Islands
0 Conc_Islar 652 State Ave.	State at River Rd. and 6th St. Viaduct
0 Conc_Islar 4827 Paddock Rd.	Paddock Rd. @ Norwood lateral EB exits (S. of lateral overpass)
0 Conc_Islar Paddock Rd. under Norwood Lateral overpass	
0 Conc_Islar Findlay St. @ Western	Findlay @ Western
205 Conc_Islar 1389 Tennessee Ave.	Reading Rd. @ Tennessee Ave. (island)
207 Conc_Islar 2111 Langdon Farm Rd.	Langdon Farm Rd., from Seymour Ave. to Wiethe Rd. (islands)
208 Conc_Islar 7171 Reading Rd.	Losantiville Ave. @ Reading Rd. (island)
209 Conc_Islar 7500 Reading Rd.	Reading Rd. @ Seymour Ave. (islands)
210 Conc_Islar 2915 Clifton Ave.	Martin Luther King Jr. Blvd. @ Clifton Ave. (islands)
211 Conc_Islar 914 Ludlow Ave.	Lafayette Ave. @ Ludlow Ave. (island)
219 Conc_Islar 826 Delta Ave.	Delta Ave. @ Linwood , North & South End Of Square, Islands
219 Conc_Islar 3181 Linwood Ave.	Delta Ave. @ Linwood , North & South End Of Square, Islands
223 Conc_Islar 2164 Baltimore Ave.	Baltimore Ave., at Westwood Northern Blvd. (islands).
224 Conc_Islar 2185 Westwood Northern Blvd	Westwood Northern Blvd., from Baltimore Ave. to Fyffe Ave. (medians).
224 Conc_Islar 2320 Westwood Northern Blvd.	Westwood Northern Blvd., from Baltimore Ave. to Fyffe Ave. (medians).
225 Conc_Islar 3346 McHenry Ave.	Westwood Northern Blvd., at McHenry (islands).
226 Conc_Islar 2012 Westwood Northern Blvd.	Westwood Northern Blvd., from Baltimore Ave. to Beekman St. (medians).
227 Conc_Islar 2900 Beekman St.	Beekman St., at Westwood Northern Blvd. (islands).
229 Conc_Islar 5421 Colerain Ave.	Colerain Ave., at W. North Bend Rd. (island).
231 Conc_Islar Sedam	Sedam St., at Fairbanks Ave. (island/park plot).
232 Conc_Islar 6086 River Rd.	Dart St., at River Rd. (island).
233 Conc_Islar 3197 Harrison Ave.	Boudinot Ave., at Harrison Ave. (islands).
234 Conc_Islar 2400 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
234 Conc_Islar 2601 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
234 Conc_Islar 2601 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
234 Conc_Islar 2565 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
234 Conc_Islar 2531 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
234 Conc_Islar 2505 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
234 Conc_Islar 2454 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
234 Conc_Islar 2459 Westwood Northern Blvd.	Westwood Northern Blvd., from Montana Ave. to Fyffe Ave. (medians).
235 Conc_Islar 3324 McHenry Ave.	Westwood Northern Blvd., at McHenry Ave. (islands).
236 Conc_Islar 5100 Glenway Ave.	Glenway Ave., at Ferguson Ave. (island).
238 Conc_Islands	River Rd., at Anderson Ferry Rd. (island).

239 Conc_Islar 5404 River Rd.	River Rd., at Darby Rd. (island).
240 Conc_Islar 3812 Colerain Ave.	Elmore St., at Colerain Ave. (island).
241 Conc_Islar 3846 Colerain Ave.	Colerain Ave., at Powers St. (island).
242 Conc_Islar 1665 Blue Rock St.	Blue Rock St., from Cherry St. to Turrill St. (islands).
243 Conc_Islar 4109 Hamilton Ave.	Blue Rock St., at Hamilton Ave. (islands).
244 Conc_Islar 4231 Spring Grove Ave.	Spring Grove Ave., at Dane Ave. (islands).
245 Conc_Islar 4146 Spring Grove Ave.	Wm. Dooley By-pass, at Mad Anthony St. (island)
246 Conc_Islar English St.	English St., from State Ave. to River Rd. (medians).
247 Conc_Islar 3300 Colerain Ave.	Monmouth St., at Colerain Ave. (island).
250 Conc_Islar 7729 Reading Rd.	Reading Rd., @ Summit Rd. (island)
251 Conc_Islar 150 Mitchell Ave.	W. Mitchell Ave., North side, from bridge over Mill Creek Railroad overpass (islands, park plots)
251 Conc_Islar 174 Mitchell Ave.	W. Mitchell Ave., North side, from bridge over Mill Creek Railroad overpass (islands, park plots)
644 Conc_Islar Corry St. & Euclid Ave.	Euclid Ave. @ Corry St. (islands)
646 Conc_Islar Corry St. & Jefferson Ave.	Jefferson Ave. @ Corry St. (islands)
662 Conc_Islar Linn St. & 8th St.	8th St., Linn St. to Viaduct (islands)
682 Conc_Islar Dalton Ave. & 8th St.	Dalton St. @ W. Eighth St. (island)
705 Conc_Islar 3207 Madison Rd.	Madison Rd. @ Brotherton, Islands
706 Conc_Islar 5098 Oaklawn Dr.	Oaklawn Dr. @ Duck Creek, Islands
708 Conc_Islar 5720 Onondago Ave.	Red Bank Rd. @ Onondago, Islands
709 Conc_Islar 3401 Alamo Ave.	Ridge Ave. @ Alamo, Islands
725 Conc_Islar 4850 Glenway Ave.	Glenway Ave., at Guerley Rd. (islands).
727 Conc_Islar 857 North Bend Rd.	Center Hill Rd., at North Bend Rd. (island).
728 Conc_Islar 4795 Gray Rd.	Winton Rd., at Spring Grove Ave. (island).
733 Conc_Islar 3942 Spring Grove Ave.	Spring Grove Ave., at Ludlow Ave. (island).
738 Conc_Islar 5471 Hamilton Ave.	Hamilton Ave., at Belmont Ave. (island).
763 Conc_Islar 4620 Kirby Ave.	Ashtree Dr., at Kirby Ave. (islands).
814 Conc_Islar Freeman Ave. & 8th St.	Freeman Ave., Gest St. to Mehring Way (park plots)
814 Conc_Islar 1001 Gest St.	Freeman Ave., Gest St. to Mehring Way (park plots)
1948 Conc_Islar 4301 Erie Ave.	Erie @ Bramble
2027 Conc_Islar 4827 Paddock Rd.	
2028 Conc_Islar Linn St. & 8th St.	
2030 Conc_Islar Gest St. & Dalton Ave Intersection	

202102077

Date: May 25, 2021

To: Councilmember Greg Landsman
From: Andrew W. Garth, City Solicitor *AWG*
Subject: **Emergency Ordinance – Juneteenth Flag Donation**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the City Manager to accept in-kind donation of a Juneteenth flag in order to fly it from the flagpole at City Hall during the month of June as a recognition of Juneteenth as National Freedom Day.

AWG/AKS/(Ink)
Attachment
339660

EMERGENCY

City of Cincinnati

AKS

AWB

An Ordinance No. _____

- 2021

AUTHORIZING the City Manager to accept in-kind donation of a Juneteenth flag in order to fly it from the flagpole at City Hall during the month of June as a recognition of Juneteenth as National Freedom Day.

WHEREAS, the State of Ohio has designated the nineteenth day of June as “Juneteenth National Freedom Day,” memorializing June 19, 1865, when a Union General re-issued Lincoln’s Emancipation Proclamation, informing the people of Texas that “all slaves are free” with an “absolute equality between former masters and slaves”; and

WHEREAS, Cincinnati has celebrated Juneteenth with an annual Festival since 1988; and

WHEREAS, the City Administration intends to fly a Juneteenth flag from the flagpole at City Hall during the month of June in recognition of Juneteenth; and

WHEREAS, Councilmember Landsman has purchased a Juneteenth flag and offered to donate it to the City for this purpose; and

WHEREAS, the value of the flag is \$180; now, therefore,

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

Section 1. That Cincinnati City Council supports the City Administration’s intention to display a Juneteenth flag on the flagpole of City Hall as an appropriate vehicle by which the City of Cincinnati may communicate its commitment to the recognition of Juneteenth as National Freedom Day.

Section 2. That the City Manager is hereby authorized to accept a donation from Councilmember Greg Landsman of a Juneteenth flag valued at \$180.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the donation in time to fly a Juneteenth flag during the month of June.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

June 3, 2021

To: Mayor and Members of City Council 202102069
From: Paula Boggs Muething, City Manager
Subject: **Emergency Ordinance – Seasongood Internship Program Grant**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount not to exceed \$34,560 from the Murray & Agnes Seasongood Good Government Foundation for the purpose of administering an Internship Program; and **AUTHORIZING** the Finance Director to deposit the grant funds into Citizens Summer Jobs Fund 308.

Approval of this Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant in an amount not to exceed \$34,560 from the Murray & Agnes Seasongood Good Government Foundation for the purpose of administering an Internship Program. Approval of this Emergency Ordinance further authorizes the Finance Director to deposit the grant funds into Citizens Summer Jobs Fund 308.

There is a grant available from the Murray & Agnes Seasongood Good Government Foundation that will allow for the administration of an Internship Program, for temporary placement of up to six interns in various departments such as, Human Resources, City Planning, Greater Cincinnati Water Works, and Community and Economic Development.

This grant does not require matching funds. There are no new FTEs associated with this grant.

As the grant application deadline was April 15, 2021, the Department of Human Resources has applied for the grant prior to approval of this Ordinance, but no grant funds will be accepted without approval of this Emergency Ordinance by the City Council.

The reason for the emergency is the immediate need to accept grant funding prior to the end of the fiscal year, for timely hiring and payment of interns.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager
Karen Alder, Finance Director

Attachment

EMERGENCY

CFG

-2021

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount not to exceed \$34,560 from the Murray & Agnes Seasongood Good Government Foundation for the purpose of administering an Internship Program; and **AUTHORIZING** the Finance Director to deposit the grant funds into Citizens Summer Jobs Fund 308.

WHEREAS, there is a grant available from the Murray & Agnes Seasongood Good Government Foundation that will allow for the administration of an Internship Program, for temporary placement of up to six interns in various departments such as Human Resources, City Planning, Greater Cincinnati Water Works, and Community and Economic Development; and

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

WHEREAS, as the grant application deadline was April 15, 2021, the Department of Human Resources has applied for the grant prior to approval of this Emergency Ordinance, but no grant funds will be accepted without approval of this Ordinance by Council; now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in an amount not to exceed \$34,560 from the Murray & Agnes Seasongood Good Government Foundation for the purpose of administering an Internship Program.

Section 2. That the Finance Director is hereby authorized to receive and deposit the grant funds into Citizens Summer Jobs Fund 308.

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

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

the immediate need to accept grant funding prior to the end of the fiscal year, for timely hiring and payment of interns.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

June 3, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

202102080

**Subject: Emergency Ordinance – Blair Lofts I Residential Development
– TIF Project**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the establishment of new capital improvement program project account no. 980x162x211629, “Blair Lofts I Residential Development – TIF,” for the purpose of providing resources for Phase I of the Blair Lofts residential development for the creation of affordable housing in the Avondale neighborhood; **AUTHORIZING** the transfer and appropriation of \$300,000 from the unappropriated surplus of the Avondale Equivalent Fund 468 to the newly established capital improvement program project account no. 980x162x211629, “Blair Lofts I Residential Development – TIF,” to provide resources for acquisition and development costs associated with Phase I of the Blair Lofts residential development in the Avondale neighborhood; and further **DECLARING** that expenditures from capital improvement program project account no. 980x162x211629, “Blair Lofts I Residential Development – TIF,” will serve a public purpose because the project will provide affordable housing to the Avondale neighborhood.

Approval of this Emergency Ordinance authorizes the establishment of new capital improvement program project account no. 980x162x211629, “Blair Lofts I Residential Development – TIF,” for the purpose of providing resources for Phase I of the Blair Lofts residential development for the creation of affordable housing in the Avondale neighborhood. Approval of this Emergency Ordinance also authorizes the transfer and appropriation of \$300,000 from the unappropriated surplus of the Avondale Equivalent Fund 468 to the newly established capital improvement program project account no. 980x162x211629, “Blair Lofts I Residential Development – TIF,” to provide resources for acquisition and development costs associated with Phase I of the Blair Lofts residential development in the Avondale neighborhood. Finally, the Emergency Ordinance will declare that expenditures from capital improvement program project account no. 980x162x211629, “Blair Lofts I Residential Development – TIF,” will serve a public purpose because the project will provide affordable housing to the Avondale neighborhood.

Phase I of the Blair Lofts residential development will result in the construction of an apartment building containing sixty-four affordable units with a single elevator, and which will be certified to LEED-Silver standards. All units in the newly constructed apartment building will serve households earning no more than sixty

percent (60%) of the area median income, as established by the U.S. Department of Housing and Urban Development (HUD).

This Emergency Ordinance is in accordance with the “Live” goal to “Provide a full spectrum of housing options and improve housing quality and affordability” as described on pages 164-177 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to allow the stakeholders to execute a development agreement and commence Construction within the strict schedule established.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager
Karen Alder, Finance Director

Attachment





EMERGENCY

City of Cincinnati

CFG

AWB

An Ordinance No. _____

-2021

AUTHORIZING the establishment of new capital improvement program project account no. 980x162x211629, “Blair Lofts I Residential Development – TIF,” for the purpose of providing resources for Phase I of the Blair Lofts residential development for the creation of affordable housing in the Avondale neighborhood; **AUTHORIZING** the transfer and appropriation of \$300,000 from the unappropriated surplus of the Avondale Equivalent Fund 468 to the newly established capital improvement program project account no. 980x162x211629, “Blair Lofts I Residential Development – TIF,” to provide resources for acquisition and development costs associated with Phase I of the Blair Lofts residential development in the Avondale neighborhood; and further **DECLARING** that expenditures from capital improvement program project account no. 980x162x211629, “Blair Lofts I Residential Development – TIF,” will serve a public purpose because the project will provide affordable housing to the Avondale neighborhood.

WHEREAS, the Avondale neighborhood is currently experiencing substantial development activity, creating a significant need for quality affordable housing; and

WHEREAS, Phase I of the Blair Lofts residential development will result in the construction of an apartment building containing sixty-four affordable units with a single elevator, and which will be certified to LEED-Silver standards; and

WHEREAS, all units in the newly constructed apartment building will serve households earning no more than sixty percent (60%) of the area median income, as established by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Blair Lofts I Residential Development – TIF capital improvement project is in accordance with the “Live” goal to “Provide a full spectrum of housing options and improve housing quality and affordability” as described on pages 164-177 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That new capital improvement program project account no. 980x162x211629, “Blair Lofts I Residential Development – TIF,” is hereby established for the purpose of providing resources for Phase I of the Blair Lofts residential development for the creation of affordable housing in the Avondale neighborhood.

Section 2. That the transfer and appropriation of the sum of \$300,000 from the unappropriated surplus of the Avondale Equivalent Fund 468 to the newly established capital improvement program project account no. 980x162x211629, “Blair Lofts I Residential Development – TIF,” to provide resources for acquisition and development costs associated with Phase I of the Blair Lofts residential development in the Avondale neighborhood (collectively, the “Public Improvements”), is hereby authorized.

Section 3. That Council hereby declares that the Public Improvements constitute a “Public Infrastructure Improvement” (as defined in Ohio Revised Code (“ORC”) Section 5709.40(A)(8)), that will benefit and/or serve the District 21 – Avondale Incentive District, subject to compliance with ORC Sections 5709.40 through 5709.43.

Section 4. That expenditures from capital improvement program project account no. 980x162x211629, “Blair Lofts I Residential Development – TIF,” are hereby declared to serve a public purpose because the project will provide affordable housing to the Avondale neighborhood.

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 allow the stakeholders to execute a development agreement and commence Construction within the strict schedule established.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

June 3, 2021

To: Mayor and Members of City Council 202102081
From: Paula Boggs Muething, City Manager
Subject: Emergency Ordinance – Audit Services RFP for Economic Development Ordinances

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer of \$150,000 from the General Fund balance sheet reserve account no. 050x2580, “Reserve for Weather Related Events, Other Emergency and One-Time Needs,” to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of \$150,000 from the unappropriated surplus of General Fund 050 to City Manager’s Office non-personnel operating budget account no. 050x101x7200 for the purpose of providing funds for an audit of City Council ordinances that passed related to economic development deals between January 1, 2018 and December 31, 2020.

On February 3, 2021, City Council adopted Motion #202100210 to solicit a quote for audit services to review Ordinances related to economic development deals from January 1, 2018 to December 31, 2020. Subsequently, the City published a Request for Proposals (RFP) and received quotes for the audit. The cost of auditing the approximately 200 approved Ordinances will be an estimated \$150,000. Funds to cover the cost of the audit will be transferred from the General Fund balance sheet reserve account no. 050x2580, “Reserve for Weather Related Events, Other Emergency and One-Time Needs” to the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200.

The reason for the emergency is the immediate need to accomplish the audit.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Biggam, Assistant City Manager
Karen Alder, Finance Director

Attachment

EMERGENCY

AKS

- 2021

AUTHORIZING the transfer of \$150,000 from the General Fund balance sheet reserve account no. 050x2580, “Reserve for Weather Related Events, Other Emergency and One-Time Needs,” to the unappropriated surplus of General Fund 050; **AUTHORIZING** the transfer and appropriation of \$150,000 from the unappropriated surplus of General Fund 050 to City Manager’s Office non-personnel operating budget account no. 050x101x7200 for the purpose of providing funds for an audit of City Council ordinances that passed related to economic development deals between January 1, 2018 and December 31, 2020.

WHEREAS, City Council passed a Motion to solicit a quote for audit services to review ordinances related to economic development deals from January 1, 2018 to December 31, 2020; and

WHEREAS, the City published a Request for Proposals (RFP) and received quotes for the service; and

WHEREAS, the cost of auditing the approximately 200 approved ordinances will be an estimated \$150,000; and

WHEREAS, the Administration prepared a report detailing the cost and timeline and the Law and Public Safety Committee filed the report; and

WHEREAS, the source of funds is the “Reserve for Weather Related Events, Other Emergency and One-Time Needs;” now, therefore,

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

Section 1. That the sum of \$150,000 is hereby transferred from the General Fund balance sheet reserve account no. 050x2580, “Reserve for Weather Related Events, Other Emergency and One-Time Needs,” to the unappropriated surplus of General Fund 050.

Section 2. That the sum of \$150,000 is hereby transferred and appropriated from the unappropriated surplus of General Fund 050 to the City Manager’s Office General Fund non-personnel operating budget account no. 050x101x7200 for the purpose of providing funds for an

audit of Council ordinances that passed related to economic development deals between January 1, 2018 and December 31, 2020.

Section 3. That the appropriate City officers are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 and 2 herein.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accomplish the audit.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

June 3, 2021

To: Mayor and Members of City Council 202102082

From: Paula Boggs Muething, City Manager

Subject: **Ordinance – FY 2021 Law Enforcement Mental Health and Wellness Act Grant**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate grant resources in an amount up to \$125,000 from the U.S. Department of Justice, Office of Community Oriented Policing Services, FY21 Law Enforcement Mental Health and Wellness Act Grant Program (CFDA #16.710), for the purpose of providing assistance with expansion of the Cincinnati Police Department's current law enforcement mental health and wellness efforts; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21LEMH.

This Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant for up to the amount of to \$125,000 in FY21 Law Enforcement Mental Health and Wellness Act Grant Program funds from the U.S. Department of Justice, Office of Community Oriented Policing Services (CDFA # 16.710) for assistance with expansion of the Cincinnati Police Department's (CPD) current law enforcement mental health and wellness efforts. This grant would add a Senior Administrative Specialist position, for which \$62,500 of the granted funds would be used to fund the personnel and benefits costs of the position annually, with the remainder of the costs using CPD's existing personnel budget. The grant does not require matching funds.

This Ordinance would also authorize the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21LEMH. The grant application deadline is June 3, 2021. As a result, the Cincinnati Police Department will have applied for this grant prior to this Ordinance receiving approval from the City Council. Should this Ordinance not be approved, the grant funding will not be accepted.

This Ordinance is in accordance with the Live goal to "Create a more livable community" as described on page 156 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Christopher A. Bigham, Assistant City Manager
Karen Alder, Finance Director



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate grant resources in an amount up to \$125,000 from the U.S. Department of Justice, Office of Community Oriented Policing Services, FY21 Law Enforcement Mental Health and Wellness Act Grant Program (CFDA #16.710), for the purpose of providing assistance with expansion of the Cincinnati Police Department's current law enforcement mental health and wellness efforts; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21LEMH.

WHEREAS, there is available from the U.S. Department of Justice, Office of Community Oriented Policing Services, FY21 Law Enforcement Mental Health and Wellness Act Grant Program (CFDA #16.710), a grant in an amount up to \$125,000 for the purpose of providing assistance with expansion of the Cincinnati Police Department's ("CPD") current law enforcement mental health and wellness efforts; and

WHEREAS, the grant does not require local matching funds; and

WHEREAS, grant funds will be used to add a Senior Administrative Specialist, the salary and fringe benefits for which will be funded using \$62,500 of the grant funds annually for the two-year grant term and the remainder using CPD's existing personnel budget; and

WHEREAS, there is a 1.0 new FTE associated with this grant; and

WHEREAS, the grant application deadline is June 3, 2021, and CPD intends to apply by this date, but no grant funds will be accepted before approval by City Council; and

WHEREAS, this ordinance is in accordance with the "Live" goal to "create a more livable community, support our neighborhoods" as described on page 156 and 171 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is authorized to apply for, accept, and appropriate grant resources in an amount up to \$125,000 from the U.S. Department of Justice, Office of Community Oriented Policing Services, FY21 Law Enforcement Mental Health and Wellness Act Grant

Program (CFDA #16.710), for the purpose of providing assistance with expansion of the Cincinnati Police Department's current law enforcement mental health and wellness efforts.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 21LEMH.

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

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

June 3, 2021

To: Mayor and Members of City Council 202102087
From: Paula Boggs Muething, City Manager
Subject: LEED CRA TAX EXEMPTION FOR LPH THRIVES, LLC

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with LPH Thrives, LLC, an affiliate of Over-the-Rhine Community Housing, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 2113-2117 W. 8th Street, 2122 St. Michael Street, 2130 St. Michael Street, 2131 St. Michael Street, and 642-646 Neave Street in the Lower Price Hill neighborhood of Cincinnati, in connection with the remodeling of ten existing buildings and construction of one new building on the property to create approximately 1,789 square feet of commercial space and approximately 67,505 square feet of residential space, consisting of 47 rental units, with the construction of the new building to be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$9,415,634.

BACKGROUND/CURRENT CONDITIONS

LPH Thrives, LLC owns and intends to renovate ten (10) historic, vacant, blighted buildings and construct one (1) building on a vacant lot at 2117 West 8th Street in Lower Price Hill. In October 2020, the project was allocated \$1,000,000 in City HOME Investment Partnerships Program funding by City Council Ordinance 341-02020 to promote affordable, rehabilitated units for owner-occupants in Lower Price Hill. Additionally, the project was awarded \$380,000 in City Lead Poisoning Prevention Program funding.

The redevelopment of the site will replace underutilized land blocks, reduce vacancy, create jobs, and provide quality affordable housing options.

DEVELOPER INFORMATION

LPH Thrives, LLC is a partnership between Over-the-Rhine Community Housing, Inc. (OTRCH) and Community Matters, Inc. OTRCH, a non-profit community development organization, is serving as the main developer and has significance experience in providing affordable and supportive housing options to residents in the Cincinnati area. OTRCH has over 40 years of experience developing affordable housing and has developed over 750 units of affordable housing and currently owns and manages nearly 500 units. Community Matters, founded in 2014, is serving as the co-developer and supportive services provider. Community Matters will coordinate supportive services for the residents of LPH Thrives like job training, financial literacy, credit counseling, education assistance, utility payment assistance and other needs that might come up through a Resident Service Coordinator on staff with Community Matters. Referrals will be made to alternate service providers as necessary and as feasible.

PROJECT DESCRIPTION

The scattered-site, mixed-use project consists of the full gut renovation and preservation of ten (10) historic, vacant, blighted buildings and the new construction of one (1) building on a vacant lot at 2117 West 8th Street. At completion, the project will create thirty-one (31) rehabilitated units and sixteen (16) newly constructed residential rental units and will include approximately 65,505 square feet of total residential space. All residential units will be made affordable to households earning between a range of 30% – 60% of the Area Median Income, as established by the Department of Housing and Urban Development. The unit count by type will consist of: (5) studio units, (11) one-bedroom units, (18) two-bedroom units, and (13) three-bedroom units. Rent will range between \$491-\$1,094 per month depending on the square footage of the unit (ranging from 539-1401 square feet). In addition, the project will include a fitness center at 642 Neave Street and include a total of 1,789 square feet in two new commercial spaces at 2113 & 2115 West 8th Street. The project will meet the Federal Historic Tax Credit standards as well as Enterprise Green Communities certification for the rehabilitated buildings and Leadership in Energy and Environmental Design (LEED) Silver for the newly constructed building.

The total investment is estimated to be at \$14 million with construction costs estimated to be at approximately \$10.4 million. In addition to the \$1 million City HOME loan funds and \$380,000 City Lead funds, LPH Thrives will attract approximately \$8.5 million in Low-Income Housing Tax Credits (LIHTC) equity, \$600,000 in Housing Development Loan funding from the Ohio Housing Finance Agency, \$1.4 million in Federal Historic Tax Credit equity, \$963,213 in State Historic Tax Credit equity, and \$975,000 in traditional debt. The project is estimated to be completed by Fall 2022 and is anticipated to create 180 temporary construction jobs with a total payroll of \$7.1 million during the eighteen-month construction period.

The Lower Price Hill Community Council is in support of the LPH Thrives project. This project represents Plan Cincinnati’s “Vision to Compete” by making a targeted investment, and its “Vision of Live” to support and stabilize our neighborhoods. This project also achieves Plan Cincinnati’s Live Goal 3 (pages 164-178) by providing a full spectrum of housing options and improving housing quality and affordability. This incentive is consistent with the uniform rules for Community Reinvestment Areas adopted by Council Ordinance 119-2007.

PROPOSED INCENTIVE

The Department of Community and Economic Development (DCED) is recommending a 100% net 67%, 15-year LEED CRA tax exemption for this project. Pursuant to the Commercial CRA policy established by City Council, this project has committed to a 33% PILOT to Cincinnati Public Schools. DCED has determined that this project meets the qualifications of an Undercapitalized Project, as described in Section 3 of Ordinance 339-2018, passed on October 31, 2018, based on the following factors:

- A maximum tax exemption helps support the creation of affordable residential units for extremely low- to very low-income households (30% – 60% AMI) for a minimum of 15 years.
- Financial underwriting showed that the project needs direct monetary assistance via City funding and is also in need of maximum tax exemption to increase the financial feasibility of the project.
- Incentive is consistent with previously awarded LITHC projects.

SUMMARY	
Incentive Value	
Annual Net Abatement (Savings to Developer)	\$129,772
Total Term Net Abatement (Savings to Developer)	\$1,946,579
City's Portion of Property Taxes Forgone	\$374,967
Public Benefit	
CPS PILOT	
Annual CPS Pilot	\$63,918
Total Term CPS PILOT	\$958,763
VTICA	
Annual VTICA	\$0
Total Term VTICA PILOT	\$0
Income Tax (Max)	\$223,017
New Permanent Jobs	0
Total Public Benefit (CPS PILOT/VTICA PILOT/Income Tax)	\$1,181,780
Total Public Benefit ROI	\$0.61
City's ROI	\$0.59

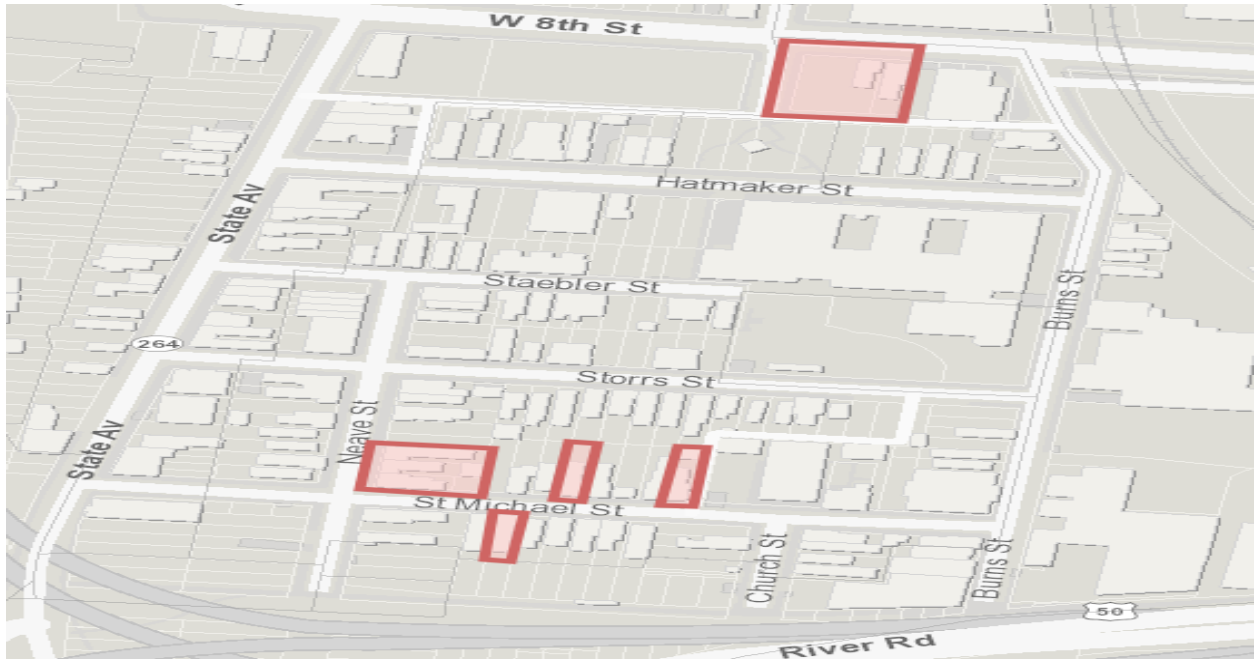
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

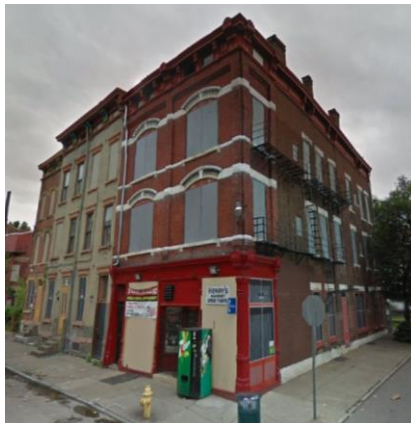
Attachment: A. Property location and photographs

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

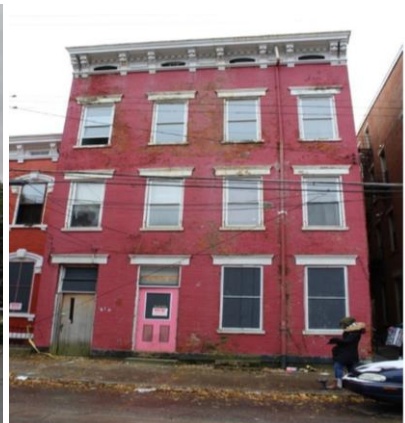
Attachment A: Location and Photographs



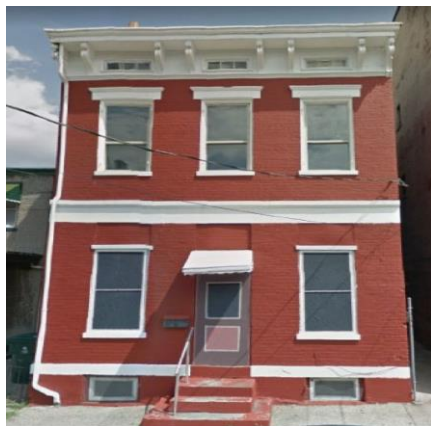
2113-2115 W 8th Street



642-646 Neave Street



2131 St. Michael Street



2130 St. Michael Street



2122 St. Michael Street

EMERGENCY

City of Cincinnati

DSC

AWB

An Ordinance No. _____

- 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with LPH Thrives, LLC, an affiliate of Over-the-Rhine Community Housing, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 2113-2117 W. 8th Street, 2122 St. Michael Street, 2130 St. Michael Street, 2131 St. Michael Street, and 642-646 Neave Street in the Lower Price Hill neighborhood of Cincinnati, in connection with the remodeling of ten existing buildings and construction of one new building on the property to create approximately 1,789 square feet of commercial space and approximately 67,505 square feet of residential space, consisting of 47 rental units, with the construction of the new building to be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$9,415,634.

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

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

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

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

WHEREAS, LPH Thrives, LLC (the “Company”) desires to remodel ten existing buildings and construct one new building on real property at 2113-2117 W. 8th Street, 2122 St. Michael Street, 2130 St. Michael Street, 2131 St. Michael Street, and 642-646 Neave Street located within the corporate boundaries of the City of Cincinnati, to create approximately 1,789 square feet of commercial space and approximately 67,505 square feet of residential space, consisting of 47 rental units, with construction of the new building to be completed in compliance with 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 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 LPH Thrives, LLC (the “Agreement”), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 2113-2117 W. 8th Street, 2122 St. Michael Street, 2130 St. Michael Street, 2131 St. Michael Street, and 642-646 Neave Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of ten existing buildings and construction of one new building to create approximately 1,789 square feet of commercial space and approximately 67,505 square feet of residential space, consisting of 47 rental units, with

construction of the new building to be constructed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable), at a total construction cost of approximately \$9,415,634.

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 and construction described in this ordinance and the corresponding revitalization of the City of Cincinnati and the benefits to the City's economic welfare to begin at the earliest possible time.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

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

SEE ATTACHED

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 LPH THRIVES, LLC, an Ohio limited liability company and affiliate of Over-the-Rhine Community Housing, an Ohio nonprofit corporation (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 2113-2117 W. 8th Street, 2122 St. Michael Street, 2130 St. Michael Street, 2131 St. Michael Street, and 642-646 Neave Street (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 existing buildings located on the Property, and the construction of a new building on the Property, which new construction will be to LEED Silver 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 four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.
- Q. 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, 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 ten existing buildings and construct one new building on the Property to create, in aggregate, approximately 1,789 square feet of commercial space and approximately 67,505 square feet of residential space, consisting of 47 rental units (the "Improvements") at an estimated aggregate cost of \$9,415,634 to commence after the execution of this Agreement and to be completed no later than April 30, 2023; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling and construction shall be in compliance with applicable building code requirements and zoning regulations, and the new construction shall be in compliance with LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards as it relates to the new construction. 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 and construction, (B) the cost of remodeling and construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC and/or LEED standards identified in Section 1, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling and construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall

commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the 15th year of exemption.

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

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

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

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

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

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

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number

of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

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

Section 11. Small Business Enterprise Program.¹

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

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources.

The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

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

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

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

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

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

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

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 180 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction and remodeling.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately \$7,079,904 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

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

manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

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

Section 18. Revocation.

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

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under

this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). 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:

LPH Thrives, LLC
114 W. 14th Street
Cincinnati, Ohio 45212
Attn: Ben Eilerman, Project Manager

With a copy to:

CREA
30 South Meridian Street, Suite 400
Indianapolis, Indiana 46204

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

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

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

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

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

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

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

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement 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. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement 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
Reference source not found.

LPH THRIVES, LLC,
an Ohio limited liability company**Error!**

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

642 Neave St.

Parcel ID No. 149-0011-0286-00

All that certain lot of land situated in Section 30, Town 4, Fractional Range 1, Storrs Township in the City of Cincinnati, County of Hamilton, State of Ohio, known, numbered and designated as Lot 96 on the Plat of T & C Neave's Subdivision, a plat of which is recorded in Deed Book 122, page 278, and Plat Book 1, page 302, Hamilton County, Ohio Records, less and excepting, however, a tract of land 25.50 feet in front on the northerly side of St. Michael Street by 29 feet in depth and lying 74.50 feet east of Neave Street, heretofore conveyed by said grantor to Sybel Fisher, recorded in Deed Book 1268, page 301, Hamilton County, Ohio Records.

644 Neave St.

Parcel ID: 149-0011-0287-00

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

Beginning at a point in the East line of Neave Street, 29.05 feet North of the Northeast corner of Neave and St. Michael Street; thence in the East line of Neave Street, North 5 degrees 00' East 29.10 feet; thence South 85 degrees 26' East 59.00 feet; thence South 85 degrees 24' East 22.00 feet; thence North 5 degrees East 00.26 of a foot; thence South 85 degrees 31' East 18.50 feet; thence South 5 degrees 00' West 28.85 feet; thence North 85 degrees 44' West 99.50 feet to the East line of Neave Street and the place of beginning.

646 Neave St.

Plat Book 149, Page 0011, Parcel 0288

Situated in the County of Hamilton, State of Ohio, City of Cincinnati, and being more particularly described as follows:

Beginning at a point in the East line of Neave Street in said City of Cincinnati, fifty-eight and 15/100 (58.15) feet North of the northeast corner of Neave Street and St. Michael Streets, said point being also the northwest corner of land described in Registered Land Certificate No. 1140. Hamilton County, Ohio Recorder's Office; thence, South 85° 26' East fifty-nine (59) feet to a point; thence, South 85° 24' East twenty-two (22) feet to a point; thence, North 5° East.26, of a foot to a point; thence, South 85° 31' East eighteen and 50/100 (18.50) feet to a point in the East line of Lot No. 95 of T & C Neave Subdivision as per plat recorded in Plat Book I, pages 302 and 303, Hamilton County, Ohio Plat records; thence, North along said East line of Lot Nos. 94 and 95, twenty-eight (28) feet and 8 3/8', more or less, to the North line of said Lot No. 94; thence, West along said North line of Lot No. 94 one hundred (100) feet to the West line of said Lot No. 94 and the East line of Neave Street; thence, South along the West line of said Lot No. 94 and the East line of Neave Street twenty-nine (29) feet, more or less, to the place of beginning. Being the major portion of said Lot No. 94.

2122 St. Michael Street

APN: 149-0011-0278-00

Fronting Twenty-five (25) feet on the North side of St. Michael Street and extending back between parallel lines for a distance of One Hundred Sixteen (116) feet, being all of Lot No. 10 of John B. Purcell's Subdivision as the same is recorded in Deed Book 172, Page 272 of the Hamilton County, Ohio Recorder's Office.

2130 St. Michael Street

Parcel ID No. 149-0011-0282-00

Situate in the City of Cincinnati, Hamilton County, Ohio, and described as follows, to-wit:

Lot Number 107 of T. & C. Neave's Subdivision a plat of which is recorded in Book 122, page 278 Hamilton County Records, being 25 feet in front of the north side of St. Michaels Street and 116 feet in depth.

2131 St. Michael Street

Parcel Number: 149-11-347

Situate in the City of Cincinnati, Hamilton County, Ohio and being Lot No. 136 in T & C Neave Subdivision of lots in Storrs Township (now 21st Ward, Cincinnati) said lot being on the south side of St. Michael Street and 100 feet in depth, as described on said plat as recorded in Plat Book 1, Pages 302 and 303 of the Hamilton County, Ohio Records.

2113 W. Eighth Street

Plat Book 149, Page 11, Parcel 136

All that certain lot of land in Cincinnati, Hamilton County, Ohio, in Section 30, Township 4, Fractional Range I, of the Miami Purchase, bounded and described as follows:

Commencing at a point in the South line or Eighth Street seventy-five (75) feet East of Depot Street and extending thence eastwardly twenty-five (25) feet to a point in the South line or said Eighth Street; thence, southwardly parallel to Depot Street one hundred twenty (120) feet more or less to Pardee Alley; thence, westwardly with Pardee Alley twenty-five (25) feet to a point seventy-five (75) feet distant from Depot Street; thence, northwardly one hundred twenty (120) feet more or less to the outh line of Eighth treet and the place of beginning.

Prior Deed Book Reference: Official Record 3364, page 400

Hamilton County. Ohio Deed Records

2115 W. Eighth Street (New legal description post split into two parcels)

Situate in Section 30, Town 4, Fractional Range 1, Storrs Township, in the City of Cincinnati, Hamilton County, Ohio and being part of the lands conveyed to Education Matters, Inc. in O.R. 12690, Pg. 898 and shown on

P.B. 456, Pg. 89 and being more particularly described as follows:

Commencing at a cross found at the intersection of the east right of way line of Depot Street and the north right of way line of Pardee Alley at the southwest corner of P.B. 456, Pg. 89, thence along the north right of way line of Pardee Alley and the south line of P.B. 456, Pg. 89, South 88°38'00" East a distance of 55.93 feet to a nail set in the north right of way of Pardee Alley and the south line of P.B. 456, Pg. 89 at the Point of Beginning;

Thence, from the Point of Beginning, leaving the north right of way line of Pardee Alley and the south line of

P.B. 456, Pg. 89, along a new division line, North 01°50'24" East a distance of 37.03 feet to a set nail;

Thence, along a new division line, North 87°33'54" East a distance of 6.00 feet to a set 5/8" iron pin with cap;

Thence, along a new division line, along the west face of a building the projection of said building line, generally North 01°50'24" East a distance of 82.00 feet to a point in the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89, said point witnessed by a cross set on a northerly projection of the said course at a distance of 3.00 feet;

Thence, along the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89,

South 87°39'00" East a distance of 25.00 feet to a point in the south right of way line of West 8th Street at the northeast corner of P.B. 456, Pg. 89, said point witnessed by a cross found on a northerly projection of the following course at a distance of 3.00 feet;

Thence, leaving the south right of way line of West 8th Street, and along the east line of P.B. 456, Pg. 89 being along a line between two adjoining buildings and the projections of said building lines, generally

South 01°45'43" West a distance of 118.71 feet to a point in the north line of Pardee Alley at the southeast corner of P.B. 456, Pg. 89, said point witnessed by a spike found west at a distance of 0.09 feet;

Thence, along the north right of way line of Pardee Alley and the south line of P.B. 456, Pg. 89; North 88°38'00" West a distance of 19.16 feet to the Point of Beginning;

Containing 0.06336 acres.

Subject to all existing easements and rights of way.

Based on a survey prepared by Baumann Land Survey, Inc. in December 2019.

Bearings based on the centerlines of Depot Street, West 8th Street, and Pardee Alley as shown on P.B. 456, Pg. 89.

2117 W. Eighth Street (New Split from original 2115 West 8th)

Situate in Section 30, Town 4, Fractional Range 1, Storrs Township, in the City of Cincinnati, Hamilton County, Ohio and being part of the lands conveyed to Education Matters, Inc. in O.R. 12690, Pg. 898 and shown on P.B. 456, Pg. 89 and being more particularly described as follows:

Beginning at a cross found at the intersection of the east right of way line of Depot Street and the north right of way line of Pardee Alley at the southwest corner of P.B. 456, Pg. 89, thence along the east right of way line of Depot Street and the west line of P.B. 456, Pg. 89, North 01°50'39" East a distance of

120.00 feet to a point at the intersection of the east right of way line of Depot Street and the south right of way line of West 8th Street at the northwest corner of P.B. 456, Pg. 89, said point witnessed by a bent 5/8" iron pin with cap found south at a distance of 0.15 feet;

Thence, along the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89,

South 87°39'00" East a distance of 49.92 feet to a point in the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89, said point witnessed by a cross set on a northerly projection of the following course at a distance of 3.00 feet;

Thence, leaving the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89, and along a new division line along the west face of a building and the projection of said building line, generally

South 01°50'24" West a distance of 82.00 feet to a set 5/8" iron pin with cap;

Thence, along a new division line, South 87°33'54" East a distance of 6.00 feet to a set nail;

Thence, along a new division line, South 01°50'24" West a distance of 37.03 feet to a nail set in the north right of way line of Pardee Alley and in the south line of P.B. 456, Pg. 89;

Thence, along the north right of way line of Pardee Alley and the south line of P.B. 456, Pg. 89,

North 88°38'00" West a distance of 55.93 feet to the point of beginning;

Containing 0.14214 acres.

Subject to all existing easements and rights of way.

Based on a survey prepared by Baumann Land Survey, Inc. in December 2019.

Bearings based on the centerlines of Depot Street, West 8th Street, and Pardee Alley as shown on P.B. 456, Pg. 89.

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 LPH THRIVES, LLC, an Ohio limited liability company and affiliate of Over-the-Rhine Community Housing, an Ohio nonprofit corporation (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 2113-2117 W. 8th Street, 2122 St. Michael Street, 2130 St. Michael Street, 2131 St. Michael Street, and 642-646 Neave Street (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 existing buildings located on the Property, and the construction of a new building on the Property, which new construction will be to LEED Silver 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 four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.
- Q. 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, 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 ten existing buildings and construct one new building on the Property to create, in aggregate, approximately 1,789 square feet of commercial space and approximately 67,505 square feet of residential space, consisting of 47 rental units (the "Improvements") at an estimated aggregate cost of \$9,415,634 to commence after the execution of this Agreement and to be completed no later than April 30, 2023; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling and construction shall be in compliance with applicable building code requirements and zoning regulations, and the new construction shall be in compliance with LEED Silver standards. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards as it relates to the new construction. 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 and construction, (B) the cost of remodeling and construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC and/or LEED standards identified in Section 1, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling and construction has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall

commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the 15th year of exemption.

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

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

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

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

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

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

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number

of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

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

Section 11. Small Business Enterprise Program.¹

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

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources.

The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

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

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

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

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

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

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

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 180 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction and remodeling.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately \$7,079,904 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

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

manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

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

Section 18. Revocation.

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

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under

this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). 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:

LPH Thrives, LLC
114 W. 14th Street
Cincinnati, Ohio 45212
Attn: Ben Eilerman, Project Manager

With a copy to:

CREA
30 South Meridian Street, Suite 400
Indianapolis, Indiana 46204

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

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

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

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

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

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

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

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement 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. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement 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
Reference source not found.

LPH THRIVES, LLC,
an Ohio limited liability company **Error!**

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

642 Neave St.

Parcel ID No. 149-0011-0286-00

All that certain lot of land situated in Section 30, Town 4, Fractional Range 1, Storrs Township in the City of Cincinnati, County of Hamilton, State of Ohio, known, numbered and designated as Lot 96 on the Plat of T & C Neave's Subdivision, a plat of which is recorded in Deed Book 122, page 278, and Plat Book 1, page 302, Hamilton County, Ohio Records, less and excepting, however, a tract of land 25.50 feet in front on the northerly side of St. Michael Street by 29 feet in depth and lying 74.50 feet east of Neave Street, heretofore conveyed by said grantor to Sybel Fisher, recorded in Deed Book 1268, page 301, Hamilton County, Ohio Records.

644 Neave St.

Parcel ID: 149-0011-0287-00

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

Beginning at a point in the East line of Neave Street, 29.05 feet North of the Northeast corner of Neave and St. Michael Street; thence in the East line of Neave Street, North 5 degrees 00' East 29.10 feet; thence South 85 degrees 26' East 59.00 feet; thence South 85 degrees 24' East 22.00 feet; thence North 5 degrees East 00.26 of a foot; thence South 85 degrees 31' East 18.50 feet; thence South 5 degrees 00' West 28.85 feet; thence North 85 degrees 44' West 99.50 feet to the East line of Neave Street and the place of beginning.

646 Neave St.

Plat Book 149, Page 0011, Parcel 0288

Situated in the County of Hamilton, State of Ohio, City of Cincinnati, and being more particularly described as follows:

Beginning at a point in the East line of Neave Street in said City of Cincinnati, fifty-eight and 15/100 (58.15) feet North of the northeast corner of Neave Street and St. Michael Streets, said point being also the northwest corner of land described in Registered Land Certificate No. 1140. Hamilton County, Ohio Recorder's Office; thence, South 85° 26' East fifty-nine (59) feet to a point; thence, South 85° 24' East twenty-two (22) feet to a point; thence, North 5° East.26, of a foot to a point; thence, South 85° 31' East eighteen and 50/100 (18.50) feet to a point in the East line of Lot No. 95 of T & C Neave Subdivision as per plat recorded in Plat Book I, pages 302 and 303, Hamilton County, Ohio Plat records; thence, North along said East line of Lot Nos. 94 and 95, twenty-eight (28) feet and 8 3/8', more or less, to the North line of said Lot No. 94; thence, West along said North line of Lot No. 94 one hundred (100) feet to the West line of said Lot No. 94 and the East line of Neave Street; thence, South along the West line of said Lot No. 94 and the East line of Neave Street twenty-nine (29) feet, more or less, to the place of beginning. Being the major portion of said Lot No. 94.

2122 St. Michael Street

APN: 149-0011-0278-00

Fronting Twenty-five (25) feet on the North side of St. Michael Street and extending back between parallel lines for a distance of One Hundred Sixteen (116) feet, being all of Lot No. 10 of John B. Purcell's Subdivision as the same is recorded in Deed Book 172, Page 272 of the Hamilton County, Ohio Recorder's Office.

2130 St. Michael Street

Parcel ID No. 149-0011-0282-00

Situate in the City of Cincinnati, Hamilton County, Ohio, and described as follows, to-wit:

Lot Number 107 of T. & C. Neave's Subdivision a plat of which is recorded in Book 122, page 278 Hamilton County Records, being 25 feet in front of the north side of St. Michaels Street and 116 feet in depth.

2131 St. Michael Street

Parcel Number: 149-11-347

Situate in the City of Cincinnati, Hamilton County, Ohio and being Lot No. 136 in T & C Neave Subdivision of lots in Storrs Township (now 21st Ward, Cincinnati) said lot being on the south side of St. Michael Street and 100 feet in depth, as described on said plat as recorded in Plat Book 1, Pages 302 and 303 of the Hamilton County, Ohio Records.

2113 W. Eighth Street

Plat Book 149, Page 11, Parcel 136

All that certain lot of land in Cincinnati, Hamilton County, Ohio, in Section 30, Township 4, Fractional Range I, of the Miami Purchase, bounded and described as follows:

Commencing at a point in the South line or Eighth Street seventy-five (75) feet East of Depot Street and extending thence eastwardly twenty-five (25) feet to a point in the South line or said Eighth Street; thence, southwardly parallel to Depot Street one hundred twenty (120) feet more or less to Pardee Alley; thence, westwardly with Pardee Alley twenty-five (25) feet to a point seventy-five (75) feet distant from Depot Street; thence, northwardly one hundred twenty (120) feet more or less to the outh line of Eighth treet and the place of beginning.

Prior Deed Book Reference: Official Record 3364, page 400

Hamilton County. Ohio Deed Records

2115 W. Eighth Street (New legal description post split into two parcels)

Situate in Section 30, Town 4, Fractional Range 1, Storrs Township, in the City of Cincinnati, Hamilton County, Ohio and being part of the lands conveyed to Education Matters, Inc. in O.R. 12690, Pg. 898 and shown on

P.B. 456, Pg. 89 and being more particularly described as follows:

Commencing at a cross found at the intersection of the east right of way line of Depot Street and the north right of way line of Pardee Alley at the southwest corner of P.B. 456, Pg. 89, thence along the north right of way line of Pardee Alley and the south line of P.B. 456, Pg. 89, South 88°38'00" East a distance of 55.93 feet to a nail set in the north right of way of Pardee Alley and the south line of P.B. 456, Pg. 89 at the Point of Beginning;

Thence, from the Point of Beginning, leaving the north right of way line of Pardee Alley and the south line of

P.B. 456, Pg. 89, along a new division line, North 01°50'24" East a distance of 37.03 feet to a set nail;

Thence, along a new division line, North 87°33'54" East a distance of 6.00 feet to a set 5/8" iron pin with cap;

Thence, along a new division line, along the west face of a building the projection of said building line, generally North 01°50'24" East a distance of 82.00 feet to a point in the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89, said point witnessed by a cross set on a northerly projection of the said course at a distance of 3.00 feet;

Thence, along the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89,

South 87°39'00" East a distance of 25.00 feet to a point in the south right of way line of West 8th Street at the northeast corner of P.B. 456, Pg. 89, said point witnessed by a cross found on a northerly projection of the following course at a distance of 3.00 feet;

Thence, leaving the south right of way line of West 8th Street, and along the east line of P.B. 456, Pg. 89 being along a line between two adjoining buildings and the projections of said building lines, generally

South 01°45'43" West a distance of 118.71 feet to a point in the north line of Pardee Alley at the southeast corner of P.B. 456, Pg. 89, said point witnessed by a spike found west at a distance of 0.09 feet;

Thence, along the north right of way line of Pardee Alley and the south line of P.B. 456, Pg. 89; North 88°38'00" West a distance of 19.16 feet to the Point of Beginning;

Containing 0.06336 acres.

Subject to all existing easements and rights of way.

Based on a survey prepared by Baumann Land Survey, Inc. in December 2019.

Bearings based on the centerlines of Depot Street, West 8th Street, and Pardee Alley as shown on P.B. 456, Pg. 89.

2117 W. Eighth Street (New Split from original 2115 West 8th)

Situate in Section 30, Town 4, Fractional Range 1, Storrs Township, in the City of Cincinnati, Hamilton County, Ohio and being part of the lands conveyed to Education Matters, Inc. in O.R. 12690, Pg. 898 and shown on P.B. 456, Pg. 89 and being more particularly described as follows:

Beginning at a cross found at the intersection of the east right of way line of Depot Street and the north right of way line of Pardee Alley at the southwest corner of P.B. 456, Pg. 89, thence along the east right of way line of Depot Street and the west line of P.B. 456, Pg. 89, North 01°50'39" East a distance of

120.00 feet to a point at the intersection of the east right of way line of Depot Street and the south right of way line of West 8th Street at the northwest corner of P.B. 456, Pg. 89, said point witnessed by a bent 5/8" iron pin with cap found south at a distance of 0.15 feet;

Thence, along the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89,

South 87°39'00" East a distance of 49.92 feet to a point in the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89, said point witnessed by a cross set on a northerly projection of the following course at a distance of 3.00 feet;

Thence, leaving the south right of way line of West 8th Street and the north line of P.B. 456, Pg. 89, and along a new division line along the west face of a building and the projection of said building line, generally

South 01°50'24" West a distance of 82.00 feet to a set 5/8" iron pin with cap;

Thence, along a new division line, South 87°33'54" East a distance of 6.00 feet to a set nail;

Thence, along a new division line, South 01°50'24" West a distance of 37.03 feet to a nail set in the north right of way line of Pardee Alley and in the south line of P.B. 456, Pg. 89;

Thence, along the north right of way line of Pardee Alley and the south line of P.B. 456, Pg. 89,

North 88°38'00" West a distance of 55.93 feet to the point of beginning;

Containing 0.14214 acres.

Subject to all existing easements and rights of way.

Based on a survey prepared by Baumann Land Survey, Inc. in December 2019.

Bearings based on the centerlines of Depot Street, West 8th Street, and Pardee Alley as shown on P.B. 456, Pg. 89.

Exhibit B to CRA Agreement

APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED TO EXECUTION VERSION

June 3, 2021

To: Mayor and Members of City Council 202102088
From: Paula Boggs Muething, City Manager
**Subject: Emergency Ordinance – Establishing New Fund for
Schmidlapp Music Income**

Attached is an Emergency Ordinance captioned:

ESTABLISHING fund no. 335, “Schmidlapp Endowments,” for the purpose of receiving interest from Schmidlapp Trust Fund 708 to stage music events in parks.

This Emergency Ordinance authorizes the establishment of fund no. 335, “Schmidlapp Endowments,” for the purpose of receiving interest from Schmidlapp Trust Fund 708 to stage music events in parks. Funds from the Schmidlapp Trust Fund 708 (“Trust Fund”) have been used for the purpose of staging music events in parks as required by the conditions of the original donation, and income from the Trust Fund has been deposited into Park Donations and Special Activity Fund 326.

The establishment of this new fund, Schmidlapp Endowments Fund 335, will allow the Cincinnati Park Board to better track expenditures from the Trust Fund consistent with similar trust funds managed by the Park Board.

The reason for the emergency is the immediate need to transfer the funds necessary to avoid a disruption in services.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager
Karen Alder, Finance Director

Attachment

EMERGENCY

KKF

- 2021

ESTABLISHING fund no. 335, “Schmidlapp Endowments,” for the purpose of receiving interest from Schmidlapp Trust Fund 708 to stage music events in parks.

WHEREAS, funds from the Schmidlapp Trust Fund 708 (“Trust Fund”) have been used for the purpose of staging music events in parks as required by the conditions of the original donation; and

WHEREAS, income from the Trust Fund has been deposited into Park Donations and Special Activity Fund 326; and

WHEREAS, the establishment of a new fund to receive income from the Schmidlapp Trust Fund 708 will allow the Cincinnati Park Board to better track expenditures from the Trust Fund consistent with similar trust funds managed by the Park Board; now, therefore,

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

Section 1. That the Director of Finance is authorized to establish new fund no. 335, “Schmidlapp Endowments,” for the purpose of receiving income from Schmidlapp Trust Fund 708 in order to stage music events.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to transfer the funds necessary to avoid a disruption in services.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

June 3, 2021

To: Mayor and Members of City Council 202102089
From: Paula Boggs Muething, City Manager
Subject: **LEED COMMUNITY REINVESTMENT AREA TAX EXEMPTION
AGREEMENT FOR 1410 VINE LLC**

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with 1410 Vine LLC, an affiliate of 3CDC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 1410 Vine Street in the Over-The-Rhine neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 6,572 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 \$3,630,000.

BACKGROUND/CURRENT CONDITIONS

This property is a multi-story vacant building in the Over-the-Rhine neighborhood of Cincinnati. It is within the OTR Historic District, and many Cincinnatians know this building as the former Wielert's Café—a saloon and beer garden that served as a home base for the infamous Boss Cox. The Developer submitted a CRA application to DCED requesting assistance in the redevelopment of this property.

DEVELOPER INFORMATION

1410 Vine, LLC is a subsidiary of Cincinnati Center City Development Corporation (3CDC). 3CDC is a non-profit organization that has invested over \$1.47 billion dollars in development in Downtown and Over-the-Rhine over the past 15 years. This investment has resulted in 300 apartment units, 534 condominiums, 156 hotel rooms, 320 shelter beds, 1,070,500 square feet of commercial space, and 4,925 parking

spaces. They recently completed a similar condominium development on the north side of Court Street.

PROJECT DESCRIPTION

Once completed, this project will consist of 6,572 square feet of commercial space. In connection with this project, it is estimated that 73 temporary construction jobs are created at a total annual payroll of \$2,270,000 and 44 full-time equivalent employees will be created at a total annual payroll of \$1,785,000.

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

PROPOSED INCENTIVE

The Ordinance provides for 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 15-year net 60% CRA Tax Abatement.

SUMMARY	
Forgone Public Benefit if Project Does not Proceed	
CPS PILOT (Forgone New Revenue)	(\$333,669)
VTICA (Forgone New Revenue)	(\$151,668)
Income Tax (Forgone New Revenue)	(\$598,028)
Total Public Benefit Lost	(\$1,083,365)
Incentive Value	
Annual Net Incentive to Developer	\$35,052
Total Term Incentive to Developer	\$525,782
City's Portion of Property Taxes Forgone	\$130,496
Public Benefit	
CPS PILOT	
Annual CPS Pilot	\$22,245
Total Term CPS PILOT	\$333,669
VTICA	
Annual VTICA	\$10,111
Total Term VTICA	\$151,668
Income Tax (Max)	\$598,028
Total Public Benefit (CPS PILOT/VTICA /Income Tax)	\$1,083,365
Total Public Benefit ROI*	\$2.06
City's ROI*	\$8.30
*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	

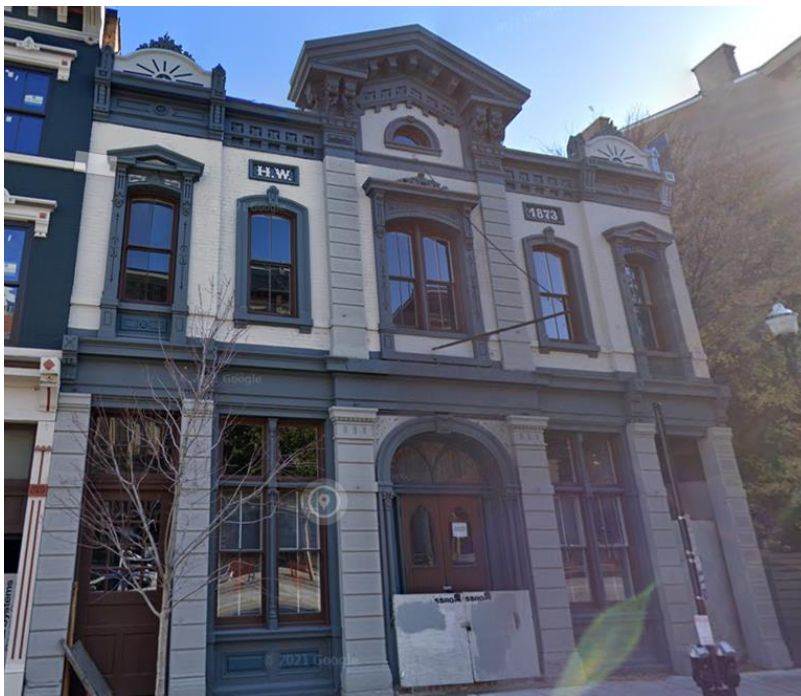
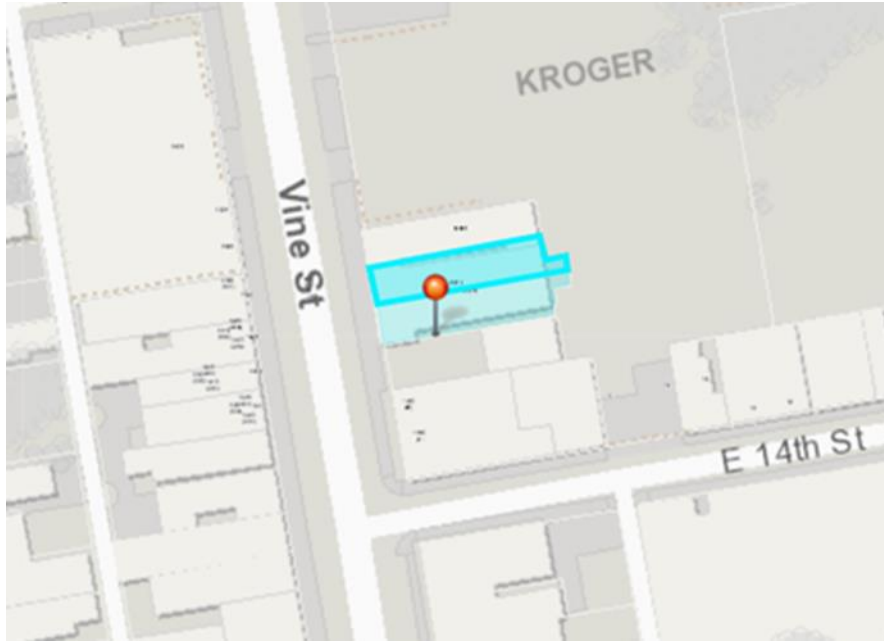
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. This is an Emergency Ordinance to allow 3CDC to commence construction at the earliest possible time.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



EMERGENCY

City of Cincinnati

TJL

AWB

An Ordinance No. _____ - 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with 1410 Vine, LLC, an affiliate of 3CDC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 1410 Vine Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 6,572 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 \$3,630,000.

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

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

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

WHEREAS, 1410 Vine, LLC (the “Company”) desires to remodel an existing building into approximately 6,572 square feet of commercial space on real property at 1410 Vine 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% of the exempt real property taxes, which funds shall be committed by the third-party organization to pay for streetcar operations that specially benefit 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 1410 Vine, LLC, an affiliate of 3CDC (the “Agreement”), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 1410 Vine Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 6,572 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 \$3,630,000.

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: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

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

SEE ATTACHED

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 1410 VINE, LLC, an an Ohio limited liability company (the "Company"), an affiliate of Cincinnati Center City Development Corporation (3CDC).

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 1410 Vine 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 a building located on the Property to LEED Silver 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 four or more dwelling units, in order to be eligible for tax

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

- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. 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 pay for streetcar operations that specially benefit 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 Streetcar operations in the Central Business District and Over-the-Rhine 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. _____-2021, passed by Cincinnati City Council on _____, 2021.
- 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, 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 the building on the Property into approximately 6,572 square feet of commercial space (the "Improvements") at an estimated aggregate cost of \$3,630,000 to commence after the execution of this Agreement and to be completed no later than November 1, 2022; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in her 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 standards, as defined by the U.S. Green Building Council. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 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 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 2022 nor extend beyond the earlier of (i) tax year 2026 or (ii) the end of the fifteenth (15th) year of exemption.

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

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

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

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

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

As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

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

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

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

Section 11. Small Business Enterprise Program.¹

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

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources.
The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
- (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.
- (v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as

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

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 SBE participation goals by submitting such information as may be requested from time to time by the City.

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

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 44 full-time permanent jobs and (ii) 73 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with 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 (i) \$1,785,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) \$2,270,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

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

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

Section 18. Revocation.

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

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

successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

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

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution in order to support streetcar operations. 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:

1410 Vine, LLC
Attention: Katie Westbrook, Development Manager
1203 Walnut Street,
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

1410 VINE, LLC,
an Ohio limited liability company

By: _____
Paula Boggs Muething, City Manager

By: _____

Date: _____, 2021

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 1410 Vine Street, Cincinnati, Ohio 45202
Parcel ID No.: Unit C - PPN: 080-0001-0266-00
Unit D - PPN: 080-0001-0267-00

Note: All capitalized terms used below in this legal description and not expressly defined herein shall have the meanings given to such terms in that certain Declaration of Condominium Ownership recorded in Official Record Book 13968, Page 1390 of the Hamilton County, Ohio Recorder's Office as amended by the First Amendment to Declaration of Condominium Ownership ("Declaration").

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and being known as the Condominium Unit Numbers as set forth below, of The Paint Building Condominium, as created by the Declaration, the Condominium Drawings for which are recorded in Plat Book 473, Page 77 et. seq. of the Hamilton County, Ohio Recorder's Office, as amended by the Amendment to Exhibit D to Condominium Declaration which is recorded in the Plat Books of the Hamilton County, Ohio Recorder's Office, together with said undivided interest in the Common Elements of the Condominium and any Limited Common Elements assigned to said Units, all on and subject to the terms of the Declaration, as amended by the foregoing First Amendment.

Unit C - PPN: 080-0001-0266-00
Unit D - PPN: 080-0001-0267-00

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

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 1410 VINE, LLC, an an Ohio limited liability company (the "Company"), an affiliate of Cincinnati Center City Development Corporation (3CDC).

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 1410 Vine 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 a building located on the Property to LEED Silver 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 four or more dwelling units, in order to be eligible for tax

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

- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. 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 pay for streetcar operations that specially benefit 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 Streetcar operations in the Central Business District and Over-the-Rhine 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. _____-2021, passed by Cincinnati City Council on _____, 2021.
- 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, 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 the building on the Property into approximately 6,572 square feet of commercial space (the "Improvements") at an estimated aggregate cost of \$3,630,000 to commence after the execution of this Agreement and to be completed no later than November 1, 2022; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in her 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 standards, as defined by the U.S. Green Building Council. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 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 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 2022 nor extend beyond the earlier of (i) tax year 2026 or (ii) the end of the fifteenth (15th) year of exemption.

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

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

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

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

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

As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

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

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

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

Section 11. Small Business Enterprise Program.¹

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

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources.

The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

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

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

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as

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

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 SBE participation goals by submitting such information as may be requested from time to time by the City.

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

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 44 full-time permanent jobs and (ii) 73 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with 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 (i) \$1,785,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) \$2,270,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

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

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

Section 18. Revocation.

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

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

successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

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

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution in order to support streetcar operations. 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:

1410 Vine, LLC
Attention: Katie Westbrook, Development Manager
1203 Walnut Street,
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

1410 VINE, LLC,
an Ohio limited liability company

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 1410 Vine Street, Cincinnati, Ohio 45202
Parcel ID No.: Unit C - PPN: 080-0001-0266-00
Unit D - PPN: 080-0001-0267-00

Note: All capitalized terms used below in this legal description and not expressly defined herein shall have the meanings given to such terms in that certain Declaration of Condominium Ownership recorded in Official Record Book 13968, Page 1390 of the Hamilton County, Ohio Recorder's Office as amended by the First Amendment to Declaration of Condominium Ownership ("Declaration").

Situated in the City of Cincinnati, County of Hamilton, State of Ohio and being known as the Condominium Unit Numbers as set forth below, of The Paint Building Condominium, as created by the Declaration, the Condominium Drawings for which are recorded in Plat Book 473, Page 77 et. seq. of the Hamilton County, Ohio Recorder's Office, as amended by the Amendment to Exhibit D to Condominium Declaration which is recorded in the Plat Books of the Hamilton County, Ohio Recorder's Office, together with said undivided interest in the Common Elements of the Condominium and any Limited Common Elements assigned to said Units, all on and subject to the terms of the Declaration, as amended by the foregoing First Amendment.

Unit C - PPN: 080-0001-0266-00
Unit D - PPN: 080-0001-0267-00

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

June 3, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

202102091

Subject: Emergency Ordinance – Apply for Transit Infrastructure Fund Grants

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to apply for grants awarded by the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund for the purpose of ensuring the timely completion of various road and bridge construction projects throughout the City.

Approval of this Emergency Ordinance will authorize the City Manager to apply for grants awarded by the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund for the purpose of ensuring the timely completion of various road and bridge construction projects throughout the City.

The Department of Transportation and Engineering (DOTE) intends to apply for grants awarded by the Southwest Ohio Regional Transit Authority (SORTA) Transit Infrastructure Fund by June 30, 2021, for fiscal year 2022 capital improvement projects, in order to ensure the timely completion of projects DOTE identifies as high priorities. A list of potential projects and planned sources for the local match is attached, although the list is subject to change and DOTE may apply for resources or projects not included in Attachment A. DOTE will request authorization from the City Council to accept and appropriate grant funding if awarded.

There are no FTE increases associated with these grants.

The implementation of these potential projects is in accordance with the “Connect” goal to “develop an efficient multi-modal transportation system that supports neighborhood livability” as described on pages 129-138 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need for DOTE to apply for grants awarded by the SORTA Transit Infrastructure Fund by June 30, 2021, for fiscal year 2022 capital improvement projects.

The Administration recommends passage of this Emergency Ordinance.

cc: Christopher A. Bigham, Assistant City Manager
Karen Alder, Finance Director

Attachment

EMERGENCY

KMB

- 2021

AUTHORIZING the City Manager to apply for grants awarded by the Southwest Ohio Regional Transit Authority Transit Infrastructure Fund for the purpose of ensuring the timely completion of various road and bridge construction projects throughout the City.

WHEREAS, the Department of Transportation and Engineering (DOTE) intends to apply for grants awarded by the Southwest Ohio Regional Transit Authority (SORTA) Transit Infrastructure Fund by June 30, 2021, for fiscal year 2022 capital improvement projects, in order to ensure the timely completion of projects DOTE identifies as high priorities; and

WHEREAS, DOTE has identified the attached list of potential projects as high priorities for which it intends to apply for assistance, although the list is subject to change and DOTE may apply for resources for projects not included in Attachment A; and

WHEREAS, depending on the terms of the grant award for each project, local match funds would be required for acceptance; and

WHEREAS, anticipated sources of local match funds, which would come from existing and future capital improvement program project accounts, are identified for each of the projects in Attachment A; and

WHEREAS, if the City is awarded any grants under the SORTA Transit Infrastructure Fund, DOTE will request authorization from the City Council in order to accept and appropriate such resources; and

WHEREAS, no additional FTEs are associated with these applications for grant funding; and

WHEREAS, the implementation of these potential projects is in accordance with the “Connect” goal to “develop an efficient multi-modal transportation system that supports neighborhood livability” as described on pages 129-138 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for grants awarded by the Southwest Ohio Regional Transit Authority (SORTA) Transit Infrastructure Fund to ensure the timely completion of various road and bridge construction projects throughout the City.

Section 2. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the terms 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 immediate need for the Department of Transportation and Engineering to apply for grants awarded by the SORTA Transit Infrastructure Fund by June 30, 2021, for fiscal year 2022 capital improvement projects.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Attachment A – Transit Infrastructure Grant Potential Applications

1. Western Hills Viaduct
2. River Rd – Anderson Ferry to Fairbanks
 - This project includes street rehabilitation.
 - The total construction cost is approximately \$5,000,000.
 - The local match will come from the Ohio Department of Transportation (ODOT) Urban Paving as well as existing and future capital programs.
3. Beekman Avenue Rehabilitation – Hople Street to Elmore Street
 - This project includes the following:
 - Rehabilitating the entire length,
 - Rehabilitating the retaining wall at 3138 Beekman Avenue,
 - Restriping to help control speeds,
 - Removing the pedestrian bridge, and
 - Making intersection improvements at Elmore Street to promote pedestrian safety.
 - The total construction cost is approximately \$2,800,000 for the following:
 - Rehabilitation - \$2,200,000
 - Bridge Removal - \$300,000
 - Intersection improvements - \$300,000
 - The design and local match will come from existing and future capital programs.
4. Paxton – Wasson Road to Marburg Avenue
 - This project includes the following:
 - Street rehabilitation and
 - Intersection improvements at Paxton/Isabella/Wasson intersection.
 - The total construction cost is approximately \$2,000,000.
 - The local match will come from existing and future capital programs.
5. Warsaw Avenue – Glenway Avenue to Grand Avenue
 - This project includes the following:
 - Rehabilitating entire limits,
 - Restriping with the community's preference, and
 - Making pedestrian safety improvements (RRFB, bump-outs).
 - The total construction cost is approximately \$1,000,000.
 - The local match for the rehabilitation portion will come from existing and future capital projects. The local match for the design and safety improvements needs to be identified.
6. Glenway Avenue – Warsaw Avenue to Shirley Place
 - This project includes street rehabilitation.
 - The total construction cost is approximately \$3,000,000.
 - The local match will come from existing and future capital programs.
7. Edwards Road Reconstruction – Observatory Avenue to Wasson Way
 - This project includes rehabilitating the entire length,
 - Potential left turn lanes on Observatory at Edwards Avenue,
 - Restriping Edwards Road, between Erie Avenue and Wasson Way,

Attachment A – Transit Infrastructure Grant Potential Applications

- Lower hump near Wasson Way, and
 - Safety improvements at Edwards Road and Madison Road.
 - The total construction cost is about \$1,300,000.
 - The design and local match will come from existing and future capital programs.
8. 8th St Improvements – Linn Street to Gest Street
- This project includes converting travel lanes to bus/bike lanes.
 - The total construction cost is about \$1,000,000.
 - The design and local match will need to be identified.
9. West North Bend Road – Marie Avenue to Hamilton Avenue
- This project includes street rehabilitation.
 - The total construction cost is approximately \$1,000,000.
 - The local match will come from existing and future capital programs.
10. Madison Road – Plainville Road to Glenshade Avenue
- This project includes the following:
 - Rehabilitating the entire length,
 - Restriping to clarify lane usage, and
 - Potential pedestrian improvements.
 - The total construction cost is approximately \$400,000.
 - The local match and design will come from existing and future capital programs.
11. Whetsel Avenue – Sierra Street to North Corp Line
- This project includes street rehabilitation.
 - The total construction cost is about \$750,000.
 - The local match will come from existing and future capital programs.
12. Art Museum Drive – Retaining wall on downhill side, new walk, and guardrail
- This project includes the following:
 - Landslide correction,
 - Installing a new guardrail to meet park standards, and
 - Installing a new walk.
 - The total construction cost is about \$1,000,000.
 - The design and local match will come from existing and future capital programs.

June 3, 2021

To: Mayor and Members of City Council 202102092
From: Paula Boggs Muething, City Manager
Subject: **CRA TAX EXEMPTION AGREEMENT FOR 60 EAST, LLC**

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with 60 East LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 60 E. McMicken Avenue in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing buildings into approximately 5,220 square feet of residential space, consisting of 5 two-bedroom residential units, and 1,800 square feet of commercial space, at a total construction cost of approximately \$1,178,160.

BACKGROUND/CURRENT CONDITIONS

60 East, LLC owns and intends to renovate the property located at 60 E McMicken Avenue in Over-the-Rhine, between Sharp Alley and Lang Street. The property contains two buildings that have long been vacant and in severe disrepair. After acquiring the property in 2020, 60 East, LLC completed emergency stabilization repairs, but the buildings still require substantial renovation to become habitable. In September 2020, the project was awarded a Notice of Funding Availability (NOFA) loan of \$280,000 in City Capital funding.

DEVELOPER INFORMATION

60 East, LLC is a limited liability corporation 100% owned by 8K Development, a Cincinnati-based developer and registered SBE. 8K and its affiliates have been in operation since 2009 and have grown into an integrated construction and property development company specializing in historic renovations. 8K has completed numerous historic rehab projects as developer and general contractor, including nearby renovation projects at 57 E McMicken Avenue and 1714 Vine Street.

PROJECT DESCRIPTION

The Developer is proposing the renovation of the three-story property located at 60 E McMicken Avenue to include five (5) two-bedroom residential rental units and one (1) 1,800 square foot storefront intended for an office tenant. Residential rents will be approximately \$1,100 per month and all 5 units will be affordable to households not to exceed 80% of the Area Median Income (AMI) for 10 years. Total project cost is estimated to be \$1,370,000, with hard construction cost estimated to be \$1,178,160. The project is estimated to take 12 months to complete and is anticipated to create 10 temporary construction jobs with an estimated total payroll of \$600,000. Following completion, the project is anticipated to create five (5) full time permanent jobs with an annual payroll of \$300,000.

PROPOSED INCENTIVE

DCED is recommending a 12-year, net 52% CRA tax exemption. The exemption applies only to the increase in improvement value attributed to the renovation.

Pursuant to the Commercial CRA policy established by City Council, this project is located in the Streetcar VTICA Area and is therefore subject to analysis based on project underwriting, VTICA contribution, and job creation to determine abatement terms. The project merits a 12-year, net 52% CRA Tax Abatement based on the following criteria:

- The project will create five (5) units of affordable housing at 80% AMI for 10 years.
- Financial underwriting showed that the project was in need of direct monetary assistance via NOFA, and thus, also in need of an abatement.
- Net 15% Streetcar VTICA contribution totals \$39,381 over 12 years.
- The project is anticipated to create 10 temporary construction jobs with a total annual payroll of \$600,000 and five (5) full time permanent jobs with a total annual payroll of \$300,000.
- The project anticipates a \$3.39 return for each dollar of City investment.

SUMMARY	
Incentive Value	
Annual Net Abatement (Savings to Developer)	\$11,377
Total Term Net Abatement (Savings to Developer)	\$136,519
City's Portion of Property Taxes Forgone	\$33,883
Public Benefit	
CPS PILOT	
Annual CPS Pilot	\$7,220
Total Term CPS PILOT	\$86,637

VTICA	
Annual VTICA	\$3,282
Total Term VTICA PILOT	\$39,381
Income Tax (Max)	\$75,600
New Permanent Jobs	5
Total Public Benefit (CPS PILOT/VTICA PILOT/Income Tax)	\$201,618
Total Public Benefit ROI	\$1.48
City's ROI	\$3.39

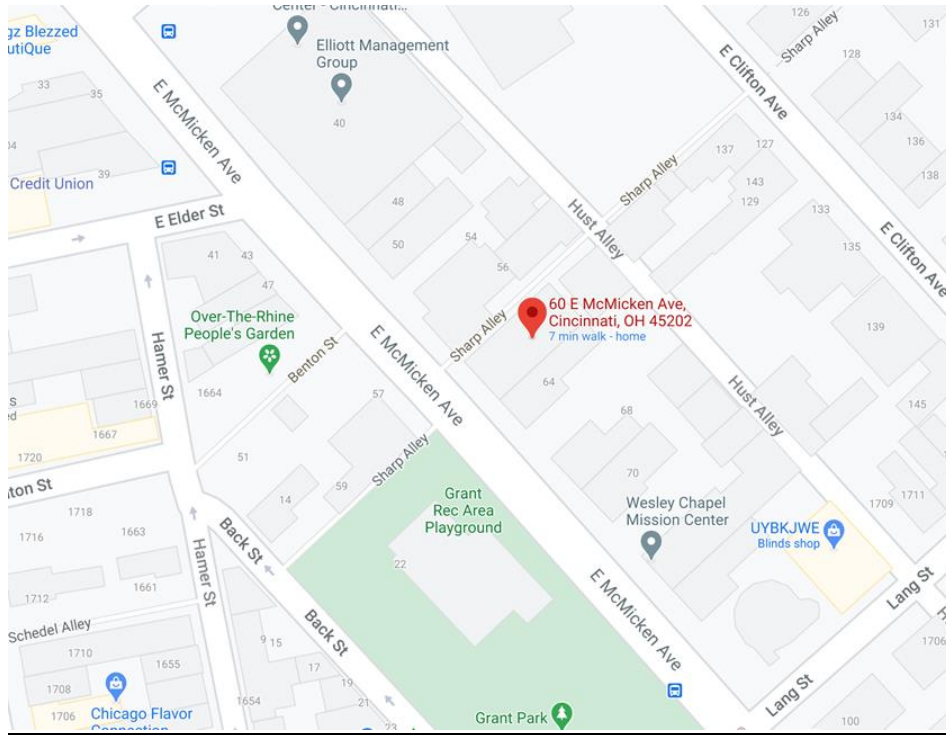
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



Property Location



60 E McMicken Avenue

EMERGENCY

City of Cincinnati

JML

AWB

An Ordinance No. _____

- 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with 60 East LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 60 E. McMicken Avenue in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing buildings into approximately 5,220 square feet of residential space, consisting of 5 two-bedroom residential units, and 1,800 square feet of commercial space, at a total construction cost of approximately \$1,178,160.

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

WHEREAS, Ordinance No. 275-2017 passed by this Council on September 27, 2017, as amended by Ordinance No. 339-2018, passed by this Council on October 31, 2018, sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area; 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, 60 East LLC (the “Company”) desires to remodel the existing buildings into approximately 5,220 square feet of residential space, consisting of 5 two-bedroom residential units, and 1,800 square feet of commercial space on real property at 60 E. McMicken Avenue located within the corporate boundaries of the City of Cincinnati (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*, in substantially the form of Attachment A to this ordinance, to authorize a real property tax exemption for the Improvements in accordance with the Statute; and

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

WHEREAS, the Board of Education of the Cincinnati City School District (the “Board of Education”), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as

may be amended, the “Board of Education Agreement”), has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to pay for streetcar operations that specially benefit 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* with 60 East LLC (the “Agreement”), thereby authorizing a 12-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 60 E. McMicken Avenue in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of the existing buildings into approximately 5,220 square feet of residential space, consisting of 5 two-bedroom residential units, and 1,800 square feet of commercial space, to be completed at a total construction cost of approximately \$1,178,160.

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: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

CRA Tax Exemption Agreement

SEE ATTACHED

Community Reinvestment Area Tax Exemption Agreement

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 60 EAST LLC, an Ohio limited liability company (the "Company").

Recitals:

- A. The City and the Company are parties to a *Funding Agreement* dated [____], 2021, pertaining to the development of the Property (the "Funding Agreement").
- B. 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").
- C. 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.
- D. 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.
- E. The Company is the sole owner of certain real property within the City, located at 60 East McMicken Avenue, 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 to remodel existing buildings located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project.
- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, nor 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 pay for streetcar operations that specially benefit 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 Streetcar operations in the Central Business District and Over-the-Rhine 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. _____-2021, passed by Cincinnati City Council on _____, 2021.
- 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, 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 two existing buildings on the Property into approximately 5,220 square feet of residential space, consisting of five (5) two-bedroom residential units, and 1,800 square feet of commercial space (the "Improvements") at an estimated aggregate cost of \$1,178,160 to commence after the execution of this Agreement and to be completed no later than June 30, 2023, *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in her 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 requirements and zoning regulations. 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 one hundred percent (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 twelve (12) 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 and (D) 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 2023 nor extend beyond the earlier of (i) tax year 2034 or (ii) the end of the twelfth (12th) year of exemption.

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

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

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

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

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement

including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

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

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

Section 11. Small Business Enterprise Program.¹

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

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
- (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.
- (v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.
- (vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be

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

construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 5 full-time permanent jobs and (ii) 10 full-time temporary construction jobs. 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 (i) \$300,000 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$600,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement or the Funding Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30)

days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

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

Section 18. Revocation.

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

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company

has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution in order to support streetcar operations. 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:

60 East LLC
Attention: Michael Chewning, Partner
57 E. McMicken Ave.
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

Error! Reference source not found.,
an Ohio limited liability company

By: _____
Paula Boggs Muething, City Manager

By: _____

Date: _____, 2021

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 60 E. McMicken Avenue, Cincinnati, Ohio 45202

Auditor's Parcel ID: 094-0005-0297-00

Situated in the City of Cincinnati, County of Hamilton, and the State of Ohio located at 60-62 East McMicken Avenue and situated in the City of Cincinnati, County of Hamilton, and State of Ohio. Being all that part of Block 2 in a subdivision made by General James Finley, and James C. Ludlow and recorded in Book 40, Pages 420, 421, and 422, in the records of Hamilton County, Ohio; being the whole of Lot no. 10 and 7 feet off the west side of Lot No. 9 in said Block 2 as now subdivided by the Executors of James Finley, deceased, and recorded in Deed Book 70, page 133, of the records of said County, together with the improvements thereon which are known and designated as 60 and 62 East McMicken Avenue, in the City of Cincinnati, in said County and State.

Said Lot No. 10 and 7 feet off the west side of Lot No. 9 bounded and described as follows:

Beginning in the northeast corner of Hamilton Road (now McMicken Avenue) and a 12 foot alley; thence eastwardly along the north side of McMicken Avenue 37 feet; thence northwardly 120 feet to a 12 alley; thence westwardly along said alley 37 feet to a point in the first named alley; thence southwardly along said alley 120 feet to the place of beginning. Being the same premises conveyed to Henry Bonner by Donald Shabazz and Gloria E. Shabazz be deed recorded at Book 7369, page 2141, Official Records, Hamilton County Recorder's Office.

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

Community Reinvestment Area Tax Exemption Agreement

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 60 EAST LLC, an Ohio limited liability company (the "Company").

Recitals:

- A. The City and the Company are parties to a *Funding Agreement* dated [____], 2021, pertaining to the development of the Property (the "Funding Agreement").
- B. 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").
- C. 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.
- D. 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.
- E. The Company is the sole owner of certain real property within the City, located at 60 East McMicken Avenue, 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 to remodel existing buildings located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project.
- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.

- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, nor 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 pay for streetcar operations that specially benefit 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 Streetcar operations in the Central Business District and Over-the-Rhine 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. _____-2021, passed by Cincinnati City Council on _____, 2021.
- 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, 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 two existing buildings on the Property into approximately 5,220 square feet of residential space, consisting of five (5) two-bedroom residential units, and 1,800 square feet of commercial space (the "Improvements") at an estimated aggregate cost of \$1,178,160 to commence after the execution of this Agreement and to be completed no later than June 30, 2023, *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in her 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 requirements and zoning regulations. 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 one hundred percent (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 twelve (12) 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 and (D) 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 2023 nor extend beyond the earlier of (i) tax year 2034 or (ii) the end of the twelfth (12th) year of exemption.

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

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

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

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

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement

including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

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

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

Section 11. Small Business Enterprise Program.¹

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

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources.

The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

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

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

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

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

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be

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

construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 5 full-time permanent jobs and (ii) 10 full-time temporary construction jobs. 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 (i) \$300,000 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$600,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement or the Funding Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30)

days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

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

Section 18. Revocation.

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

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company

has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution in order to support streetcar operations. 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:

60 East LLC
Attention: Michael Chewning, Partner
57 E. McMicken Ave.
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

Error! Reference source not found.,
an Ohio limited liability company

By: _____
Paula Boggs Muething, City Manager

By: _____

Date: _____, 2021

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 60 E. McMicken Avenue, Cincinnati, Ohio 45202

Auditor's Parcel ID: 094-0005-0297-00

Situated in the City of Cincinnati, County of Hamilton, and the State of Ohio located at 60-62 East McMicken Avenue and situated in the City of Cincinnati, County of Hamilton, and State of Ohio. Being all that part of Block 2 in a subdivision made by General James Finley, and James C. Ludlow and recorded in Book 40, Pages 420, 421, and 422, in the records of Hamilton County, Ohio; being the whole of Lot no. 10 and 7 feet off the west side of Lot No. 9 in said Block 2 as now subdivided by the Executors of James Finley, deceased, and recorded in Deed Book 70, page 133, of the records of said County, together with the improvements thereon which are known and designated as 60 and 62 East McMicken Avenue, in the City of Cincinnati, in said County and State.

Said Lot No. 10 and 7 feet off the west side of Lot No. 9 bounded and described as follows:

Beginning in the northeast corner of Hamilton Road (now McMicken Avenue) and a 12 foot alley; thence eastwardly along the north side of McMicken Avenue 37 feet; thence northwardly 120 feet to a 12 alley; thence westwardly along said alley 37 feet to a point in the first named alley; thence southwardly along said alley 120 feet to the place of beginning. Being the same premises conveyed to Henry Bonner by Donald Shabazz and Gloria E. Shabazz be deed recorded at Book 7369, page 2141, Official Records, Hamilton County Recorder's Office.

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

June 3, 2020

To: Mayor and Members of City Council 202102093
From: Paula Boggs Muething, City Manager
Subject: **CRA TAX EXEMPTION FOR BROADWAY SQUARE IV, LLC**

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with Broadway Square IV, LLC, an affiliate of The Model Group, Inc., and the Port of Greater Cincinnati Development Authority, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main Street in the Over-the-Rhine neighborhood of Cincinnati, connection with the remodeling of the existing buildings into approximately 4,272 square feet of commercial retail and office space and approximately 15,539 square feet of residential space consisting of 31 residential units, at a total construction cost of approximately \$5,178,022.

BACKGROUND/CURRENT CONDITIONS

Broadway Square IV is the \$8.4 million fourth phase of The Model Group's \$40 million Broadway Square master development plan in the Pendleton and Over-the-Rhine neighborhoods. Located at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main Street, the scattered site, mixed-use project includes a gut rehab of six historic buildings and will yield 31 apartment units, with a mix of affordable and market-rate, and 4,272 square feet of street-level commercial space. This project is being funded through a combination of developer equity, traditional debt, state and federal historic tax credits, as well as new market tax credits. Additionally, in September 2020, the City awarded the project a loan of \$400,000 in City Capital funds through DCED's 2020 Notice of Available Funding (NOFA).

DEVELOPER INFORMATION

Broadway Square IV, LLC is a limited liability corporation operated by The Model Group (TMG). TMG has developed more than \$750 million in real estate, including

over 400 historic properties in Ohio. TMG has extensive experience in developing mixed-use, mixed-income projects, particularly in the Pendleton and Over-the-Rhine neighborhoods.

PROJECT DESCRIPTION

The scattered-site, mixed-use project consists of the full gut rehabilitation of four historic buildings as well as the rehabilitation of the ground floor commercial space of two additional historic buildings for the creation of 31 residential rental units and 4,272 square feet of commercial space. Of the 31 rental residential units, 20 will be maintained as affordable, with six (6) to be made affordable to households earning 60 percent of the Area Median Income (AMI) and fourteen (14) affordable to households earning 80 percent of the AMI. The remaining eleven will be market rate with monthly rents ranging between \$850 and \$1,050. The unit count by type is 15 studio and 16 one-bedroom units. Lead and asbestos remediation are required.

The total project cost is approximately \$8.4 million with construction costs estimated to be approximately \$5.2 million. In addition to the \$400,000 City NOFA loan, Broadway Square IV will attract approximately \$2 million in Federal New Market Tax Credits, \$1.1 million in Federal Historic Tax Credit equity, \$638,000 in State Historic Tax Credit equity, and \$2.5 million in traditional debt.

The project will be done to National Parks Service Historic Guidelines and is targeting Enterprise Green Communities certification. Construction is anticipated to be completed in 13 months and is expected to create 107 temporary construction jobs with an annual payroll of \$2.5 million. Following completion, the project will create 9 full time jobs with an annual payroll of \$400,000 and 8 part time jobs with an annual payroll of \$120,000.

Broadway Square IV achieves Plan Cincinnati's Live Goal 3 (pages 164-178) by providing a full spectrum of housing options and improving housing quality and affordability. Additionally, the project accomplishes Plan Cincinnati's Live Goal 2 (pages 156-163) of creating a more livable community by activating property that has long been vacant in both the Pendleton and Over-the-Rhine neighborhoods.

PROPOSED INCENTIVE

DCED is recommending a 15-year, net 52% CRA tax exemption based on the 15% VTICA contribution and financial underwriting.

Pursuant to the Commercial CRA policy established by City Council, this project is located in the Streetcar VTICA Area and is therefore subject to analysis based on project underwriting, VTICA contribution, and job creation to determine abatement terms. The project merits a 15-year net 52% CRA Tax Abatement based on the following criteria:

- Net 15% Streetcar VTICA contribution totals to \$157,343
- Financial underwriting showed that the project was in need of direct monetary assistance via NOFA, and thus, also in need of an abatement.
- The Project will create 107 temporary construction jobs with a total payroll of \$2.5 million, 9 permanent full-time jobs with a total annual payroll of \$400,000, and 8 permanent part-time jobs with a total annual payroll of \$120,000.
- Project provides a \$2.56 return for every dollar of City investment.

SUMMARY	
Incentive Value	
Annual Net Abatement (Savings to Developer)	\$36,364
Total Term Net Abatement (Savings to Developer)	\$545,457
City's Portion of Property Taxes Forgone	\$135,379
Public Benefit	
CPS PILOT	
Annual CPS Pilot	\$23,077
Total Term CPS PILOT	\$346,155
VTICA	
Annual VTICA	\$10,490
Total Term VTICA PILOT	\$157,343
Income Tax (Max)	\$189,150
New Permanent Jobs	17
Total Public Benefit (CPS PILOT/VTICA PILOT/Income Tax)	\$692,649
Total Public Benefit ROI	\$1.27
City's ROI	\$2.56

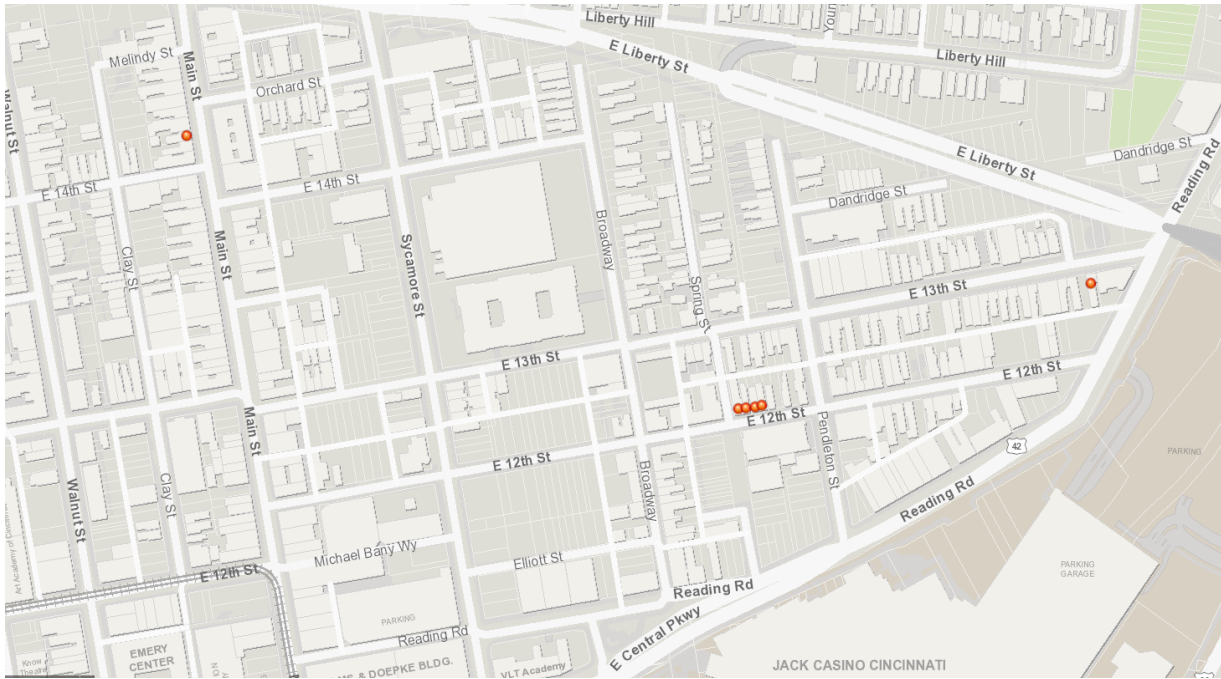
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

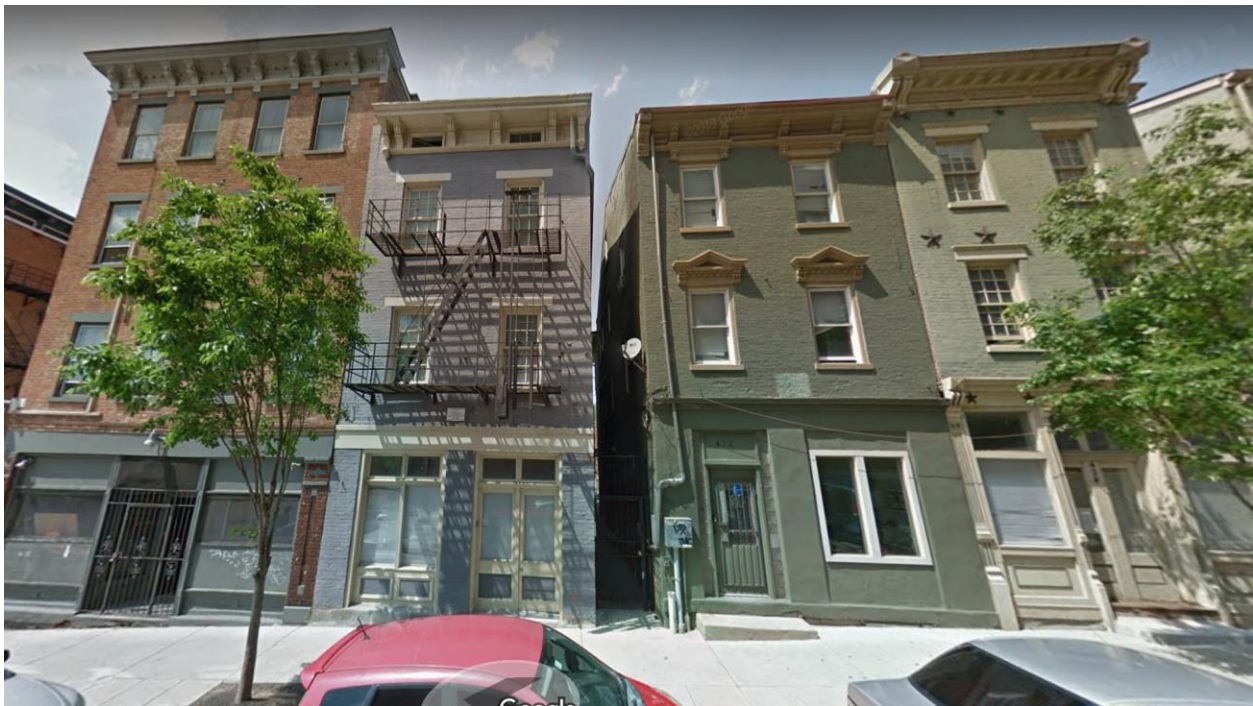
Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



Property Location



(left to right): 418, 420, 422, 424 E 12th Street



555 E 13th Street



1409 Main Street

EMERGENCY

City of Cincinnati

JML

AWB

An Ordinance No. _____

- 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with Broadway Square IV, LLC, an affiliate of The Model Group, Inc., and the Port of Greater Cincinnati Development Authority, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing buildings into approximately 4,272 square feet of commercial retail and office space and approximately 15,539 square feet of residential space consisting of 31 residential units, at a total construction cost of approximately \$5,178,022.

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 (“ORC”) Ohio Revised Code Sections 3735.65 through 3735.70 (the “Statute”); and

WHEREAS, Ordinance No. 275-2017 passed by this Council on September 27, 2017, as amended by Ordinance No. 339-2018, passed by this Council on October 31, 2018 (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, 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, Broadway Square IV, LLC (the “Company”) desires to remodel the existing buildings into approximately 4,272 square feet of commercial retail and office space and approximately 15,539 square feet of residential space consisting of 31 residential units on real property at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main Street located within the corporate boundaries of the City of Cincinnati (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*, in substantially the form of Attachment A to this ordinance, to authorize a real property tax exemption for the Improvements in accordance with the Statute; and

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

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

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

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to pay for streetcar operations that specially benefit 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* with Broadway Square IV, LLC and the Port of Greater Cincinnati Development Authority (the “Agreement”), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of the existing buildings into approximately 4,272 square feet of commercial retail and office space and approximately 15,539 square feet of residential space consisting of 31 residential units, to be completed at a total construction cost of approximately \$5,178,022.

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: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

CRA Tax Exemption Agreement

SEE ATTACHED

Community Reinvestment Area Tax Exemption Agreement

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"), BROADWAY SQUARE IV, LLC, an Ohio limited liability company and an affiliate of The Model Group, Inc. (the "Company"), and the PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, d/b/a THE PORT, an Ohio port authority (the "Owner").

Recitals:

- A. The City and the Company are parties to a certain *Funding Agreement* dated _____, 2021 (the "Funding Agreement"). Pursuant to the Funding Agreement, the City agreed to provide the Company with financial support for the Project (as defined below).
- B. 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").
- C. 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.
- D. 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.
- E. The Owner is the sole owner of certain real property within the City, located at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main 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 to remodel the buildings located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project.
- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax

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

- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. 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 pay for streetcar operations that specially benefit 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

{00337950-3}

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 Streetcar operations in the Central Business District and Over-the-Rhine 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. ____-2021, passed by Cincinnati City Council on _____, 2021.
- 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, 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 the existing buildings into approximately 4,272 square feet of commercial retail and office space and approximately 15,539 square feet of residential space consisting of 31 residential units on the Property (the "Improvements") at an estimated aggregate cost of \$5,178,022 to commence after the execution of this Agreement and to be completed no later than February 1, 2023; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in their 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 requirements and zoning regulations. 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

{00337950-3}

fullest extent authorized by the Statute, of one hundred percent (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 fifteen (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 and (D) 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 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the 15th 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

{00337950-3}

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

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

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

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

Section 11. Small Business Enterprise Program.

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

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
- (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

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

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

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

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 9 full-time permanent jobs, (ii) 107 full-time temporary construction jobs, and (iii) 8 part-time permanent 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.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$400,000 of additional annual payroll with respect to the full-time permanent jobs, (ii) \$2,500,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs, and (iii) \$120,000 of additional annual payroll with respect to the part-time permanent 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

{00337950-3}

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 (including, without limitation, its obligation to comply with the Funding Agreement), or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

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

Section 18. Revocation.

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

agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

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

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (*Default*) and the basis for revocation under Section 18 (*Revocation*). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution in order to support streetcar operations. 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.

{00337950-3}

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:

Broadway Square IV, LLC
1826 Race Street
Cincinnati, Ohio 45202
Attn: Jason Chamlee, Vice President

To Owner:

Port of Greater Cincinnati Development Authority
3 E. 4th Street, Unit 300
Cincinnati, Ohio 45202
Attn: []

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

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

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

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

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

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

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

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

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

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

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

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

principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

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

Section 36. Wage Enforcement.

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

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

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

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

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

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

{00337950-3}

(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

BROADWAY SQUARE IV, LLC,
an Ohio limited liability company

By: _____
Paula Boggs Muething, City Manager

By: _____

Date: _____, 2021

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY,
an Ohio port authority

Assistant City Solicitor

By: _____

Certified Date: _____

Printed Name: _____

Fund/Code: _____

Title: _____

Amount: _____

Date: _____, 2021

By: _____
Karen Alder, City Finance Director

Authorized by resolution dated _____

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

**Address: 418 E. 12th Street
Parcel ID: 075-0003-0064-00**

Situate in the City of Cincinnati, in the County of Hamilton and State of Ohio, and being known, numbered and designated as the whole of Lot 31 and the west 6 inches of Lot 30 of Joseph Ferneding's Subdivision as recorded in Deed Book 128, Page 592, Hamilton County, Ohio, Deed Records and beginning at a point on the northeast corner of East 12th Street and Spring Street; thence east on East 12th Street 25 ½ feet to the middle of a partition wall; thence north 88 ½ feet to Bodley Alley; thence west on said alley 25 ½ feet to Spring Street; thence south on Spring Street 88 ½ feet to the north line of East 12th Street and the place of beginning.

**Address: 420 E. 12th Street
Parcel ID: 075-0003-0223-00¹**

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

All that Lot Number 30 of Joseph Ferneding's Subdivision of Out Lots 6 & 7 recorded in Deed Book 128, Page 592, Recorder's Office, Hamilton County, Ohio, except the west 6 inches thereof, fronting 19 ½ feet on the north side of Twelfth Street and extending back, same width, to Bodley Alley. The 2 feet off the east side of said Lot now used in common with the owners of Lot Number 29 as a gangway shall forever remain gangway, unless owners of Lots Number 29 and 30 shall otherwise agree, the owners of Lot Number 29 leaving 2 feet for the same purposes.

**Address: 422 E. 12th Street
Parcel ID: 075-0003-0066-00**

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and being all of Lot No. 29 of J. Ferneding's Subdivision of Outlots 6 and 7 on the North side of Abigail Street, now East Twelfth Street, a plat of which is recorded in Deed Book 128, Pages 592 and 593 of the Hamilton County, Ohio Records; Said Lot 29 fronts 20 feet on the North side of Abigail Street, now East Twelfth Street, and extends back Northwardly the same width in rear as in front, 88.5 feet, to a 10 foot alley.

¹ Legal description for just the first floor to be provided.
{00337950-3}

Address: 424 E. 12th Street
Parcel ID: 075-0003-0225-00²

Situated, lying and being in the City of Cincinnati, County of Hamilton, State of Ohio, and bounded and described as follows:

Being known, numbered and designated as Lot Number 28 in Ferneding's Subdivision of Lots between Woodward, Broadway and Pendleton Streets, and the Cincinnati, Lebanon and Springfield Turnpike, as per plat recorded in Deed Book 128, Page 592, Recorder's Office of Hamilton County, Ohio; said Lot being 20 feet in front on the northerly side of Abigail Street and extending back a depth of 88 feet 6 inches to an alley, and lying at the distance of 65 feet east of Spring Street.

Subject to all Easements and Restrictions of Record.

Ohio
DESCRIPTION
of
Lot
28
in
Ferneding's
Subdivision
of
Lots
between
Woodward,
Broadway
and
Pendleton
Streets,
and
the
Cincinnati,
Lebanon
and
Springfield
Turnpike,
as
per
plat
recorded
in
Deed
Book
128,
Page
592,
Recorder's
Office
of
Hamilton
County,
Ohio;
said
Lot
being
20
feet
in
front
on
the
northerly
side
of
Abigail
Street
and
extending
back
a
depth
of
88
feet
6
inches
to
an
alley,
and
lying
at
the
distance
of
65
feet
east
of
Spring
Street.

Address: 555 E. 13th Street
Parcel ID: 075-0003-0064-00

Situate in the City of Cincinnati, Hamilton County, Ohio: Beginning on the South side of Thirteenth Street at a point 675 feet East of Pendleton Street; Running thence East on the South side of Thirteenth Street 25 feet; Thence South at right angles to Thirteenth Street 85 feet to a ten foot alley; Thence West on said alley 25 feet; Thence North 85 feet to Thirteenth Street at the place of beginning.

Address: 1409 Main Street
Parcel ID: 080-0001-0180-00

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

Commencing at a point on the West side of Main Street, 54 feet North of Allison Street (now Fourteenth Street); Running thence Northwardly on the West side of Main Street 24 feet 6 inches; Thence running westwardly on a line parallel with Allison Street 104 feet; Running thence Southwardly parallel with Main Street, 24 feet 6 inches; Running thence Eastwardly on a line parallel with Allison Street, 104 feet to the place of beginning on the West side of Main Street. Being a part of Outlot No. 29.

² Legal description for just the first floor to be provided.
{00337950-3}

Contract No. _____

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

Community Reinvestment Area Tax Exemption Agreement

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"), BROADWAY SQUARE IV, LLC, an Ohio limited liability company and an affiliate of The Model Group, Inc. (the "Company"), and the PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, d/b/a THE PORT, an Ohio port authority (the "Owner").

Recitals:

- A. The City and the Company are parties to a certain *Funding Agreement* dated _____, 2021 (the "Funding Agreement"). Pursuant to the Funding Agreement, the City agreed to provide the Company with financial support for the Project (as defined below).
- B. 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").
- C. 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.
- D. 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.
- E. The Owner is the sole owner of certain real property within the City, located at 418-424 E. 12th Street, 555 E. 13th Street, and 1409 Main 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 to remodel the buildings located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project.
- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax

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

- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. 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 pay for streetcar operations that specially benefit 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

{00337950-3}

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 Streetcar operations in the Central Business District and Over-the-Rhine 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. ____-2021, passed by Cincinnati City Council on _____, 2021.
- 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, 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 the existing buildings into approximately 4,272 square feet of commercial retail and office space and approximately 15,539 square feet of residential space consisting of 31 residential units on the Property (the "Improvements") at an estimated aggregate cost of \$5,178,022 to commence after the execution of this Agreement and to be completed no later than February 1, 2023; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in their 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 requirements and zoning regulations. 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

{00337950-3}

fullest extent authorized by the Statute, of one hundred percent (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 fifteen (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 and (D) 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 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the 15th 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

{00337950-3}

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

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

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

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

Section 11. Small Business Enterprise Program.

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

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources.

The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

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

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

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

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

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

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 9 full-time permanent jobs, (ii) 107 full-time temporary construction jobs, and (iii) 8 part-time permanent 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.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$400,000 of additional annual payroll with respect to the full-time permanent jobs, (ii) \$2,500,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs, and (iii) \$120,000 of additional annual payroll with respect to the part-time permanent 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

{00337950-3}

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 (including, without limitation, its obligation to comply with the Funding Agreement), or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

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

Section 18. Revocation.

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

agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

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

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (*Default*) and the basis for revocation under Section 18 (*Revocation*). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution in order to support streetcar operations. 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.

{00337950-3}

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:

Broadway Square IV, LLC
1826 Race Street
Cincinnati, Ohio 45202
Attn: Jason Chamlee, Vice President

To Owner:

Port of Greater Cincinnati Development Authority
3 E. 4th Street, Unit 300
Cincinnati, Ohio 45202
Attn: [_____]

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

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

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

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

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

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

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

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

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

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

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

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

principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

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

Section 36. Wage Enforcement.

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

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

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

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

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

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

{00337950-3}

(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

BROADWAY SQUARE IV, LLC,
an Ohio limited liability company

By: _____
Paula Boggs Muething, City Manager

By: _____

Date: _____, 2021

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY,
an Ohio port authority

Assistant City Solicitor

By: _____

Certified Date: _____

Printed Name: _____

Fund/Code: _____

Title: _____

Amount: _____

Date: _____, 2021

By: _____
Karen Alder, City Finance Director

Authorized by resolution dated _____

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

**Address: 418 E. 12th Street
Parcel ID: 075-0003-0064-00**

Situate in the City of Cincinnati, in the County of Hamilton and State of Ohio, and being known, numbered and designated as the whole of Lot 31 and the west 6 inches of Lot 30 of Joseph Ferneding's Subdivision as recorded in Deed Book 128, Page 592, Hamilton County, Ohio, Deed Records and beginning at a point on the northeast corner of East 12th Street and Spring Street; thence east on East 12th Street 25 ½ feet to the middle of a partition wall; thence north 88 ½ feet to Bodley Alley; thence west on said alley 25 ½ feet to Spring Street; thence south on Spring Street 88 ½ feet to the north line of East 12th Street and the place of beginning.

**Address: 420 E. 12th Street
Parcel ID: 075-0003-0223-00¹**

Situated in the City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

All that Lot Number 30 of Joseph Ferneding's Subdivision of Out Lots 6 & 7 recorded in Deed Book 128, Page 592, Recorder's Office, Hamilton County, Ohio, except the west 6 inches thereof, fronting 19 ½ feet on the north side of Twelfth Street and extending back, same width, to Bodley Alley. The 2 feet off the east side of said Lot now used in common with the owners of Lot Number 29 as a gangway shall forever remain gangway, unless owners of Lots Number 29 and 30 shall otherwise agree, the owners of Lot Number 29 leaving 2 feet for the same purposes.

**Address: 422 E. 12th Street
Parcel ID: 075-0003-0066-00**

Situate in the City of Cincinnati, County of Hamilton and State of Ohio, and being all of Lot No. 29 of J. Ferneding's Subdivision of Outlots 6 and 7 on the North side of Abigail Street, now East Twelfth Street, a plat of which is recorded in Deed Book 128, Pages 592 and 593 of the Hamilton County, Ohio Records; Said Lot 29 fronts 20 feet on the North side of Abigail Street, now East Twelfth Street, and extends back Northwardly the same width in rear as in front, 88.5 feet, to a 10 foot alley.

¹ Legal description for just the first floor to be provided.

Address: 424 E. 12th Street
Parcel ID: 075-0003-0225-00²

Situated, lying and being in the City of Cincinnati, County of Hamilton, State of Ohio, and bounded and described as follows:
Being known, numbered and designated as Lot Number 28 in Ferneding's Subdivision of Lots between Woodward, Broadway and Pendleton Streets, and the Cincinnati, Lebanon and Springfield Turnpike, as per plat recorded in Deed Book 128, Page 592, Recorder's Office of Hamilton County, Ohio; said Lot being 20 feet in front on the northerly side of Abigail Street and extending back a depth of 88 feet 6 inches to an alley, and lying at the distance of 65 feet east of Spring Street.
Subject to all Easements and Restrictions of Record.

Ohio,
for:
DESCRIPTION
ALLEY
R

Address: 555 E. 13th Street
Parcel ID: 075-0003-0064-00

Situate in the City of Cincinnati, Hamilton County, Ohio: Beginning on the South side of Thirteenth Street at a point 675 feet East of Pendleton Street; Running thence East on the South side of Thirteenth Street 25 feet; Thence South at right angles to Thirteenth Street 85 feet to a ten foot alley; Thence West on said alley 25 feet; Thence North 85 feet to Thirteenth Street at the place of beginning.

Address: 1409 Main Street
Parcel ID: 080-0001-0180-00

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

Commencing at a point on the West side of Main Street, 54 feet North of Allison Street (now Fourteenth Street); Running thence Northwardly on the West side of Main Street 24 feet 6 inches; Thence running westwardly on a line parallel with Allison Street 104 feet; Running thence Southwardly parallel with Main Street, 24 feet 6 inches; Running thence Eastwardly on a line parallel with Allison Street, 104 feet to the place of beginning on the West side of Main Street. Being a part of Outlot No. 29.

² Legal description for just the first floor to be provided.
{00337950-3}

Contract No. _____

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

June 3, 2021

To: Mayor and Members of City Council 202102094
From: Paula Boggs Muething, City Manager
Subject: **CRA TAX EXEMPTION AGREEMENT FOR 1623 PLEASANT STREET, LLC**

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with 1623 Pleasant Street, LLC, thereby authorizing an 8-year tax exemption for 100% of the value of improvements made to real property located at 1623 Pleasant Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing building to create approximately 3,530 square feet of residential space consisting of 8 residential units, at a total construction cost of approximately \$602,544.

BACKGROUND/CURRENT CONDITIONS

1623 Pleasant Street, LLC owns and intends to renovate and build an addition to the residential property located at 1623 Pleasant Street in the Over-the-Rhine neighborhood, just north of Liberty Street, between Elm and Race Streets. The property has long been vacant and is a former City-owned property. DCED solicited an RFP for the sale of the property in June 2019 and recommended to award the property to Kunst Development for the appraised market value of \$59,500. City Council approved the sale of this property on September 2, 2020 through Ordinance 290-2020. The project was recently approved at the Historic Conservation Board meeting on May 17, 2021. Kunst has now completed their pre-construction due diligence and is ready commence their renovation of the building into eight (8) market-rate affordable one-bedroom apartments.

DEVELOPER INFORMATION

1623 Pleasant Street LLC is a limited liability corporation operated by Kunst Development, a property developer and general contractor owned by John Blatchford. Kunst has development experience in the Over-the-Rhine Historic District and extensive knowledge of historic tax credits. The developer has successfully completed several similar historic rehab projects in Over-the-Rhine, including 205 W. McMicken, 207 W. McMicken, and 1667 Hamer Street.

PROJECT DESCRIPTION

The developer is proposing a gut renovation and small addition to the four-story, 3530 sq foot historic property located at 1623 Pleasant Street to include eight (8) market-rate one-bedroom, one-bathroom residential rental units. Rents will range between \$920-\$980 per month making them naturally affordable to households around 60% AMI. The project was awarded state and federal historic tax credits and renovations will be done with preservation in mind, repairing and restoring historic woodwork, doors, windows, layout, and masonry. A small addition will be added to the rear of the building to add an additional bedroom to floors 2-4. Total project cost is estimated to be \$803,653, with construction cost estimated to be \$602,544. The project is estimated to take twenty-four months to complete and will support the creation of 18 temporary construction jobs with a total payroll of \$500,000. One new permanent part time job will be created with an estimated annual payroll of \$18,000.

This project achieves Plan Cincinnati's Live Goal 3 (pages 164-178) by providing a full spectrum of housing options and improving housing quality and affordability. Additionally, the project accomplishes Plan Cincinnati's Live Goal 2 (pages 156-163) of creating a more livable community by activating property that has long been vacant in the northern portion of the Over-the-Rhine neighborhood. The project has not received any neighborhood opposition and received approval by the Historic Conservation Board on May 17, 2021. The developer is looking to commence construction this summer.

PROPOSED INCENTIVE

DCED is recommending an eight-year net 52% CRA tax exemption. The exemption applies only to the increase in improvement value attributed to the construction.

Pursuant to the Commercial CRA policy established by City Council, this project is located in the Streetcar VTICA Area and is therefore subject to analysis based on project underwriting, VTICA contribution, and job creation to determine abatement terms. The project merits an eight-year net 52% CRA Tax Abatement based on the following criteria:

- Net 15% Streetcar VTICA contribution totals to \$9,765
- Project will create 18 temporary construction jobs will a total payroll of \$250,000
- Project provides a \$2.54 return for every dollar of City investment

SUMMARY	
Incentive Value	
Annual Net Abatement (Savings to Developer)	\$4,231
Total Term Net Abatement (Savings to Developer)	\$33,852
City's Portion of Property Taxes Forgone	\$8,402
Public Benefit	
CPS PILOT	
Annual CPS Pilot	\$2,685
Total Term CPS PILOT	\$21,483
VTICA	
Annual VTICA	\$1,221
Total Term VTICA PILOT	\$9,765
Income Tax (Max)	\$11,592
New Permanent Jobs	0.5
Total Public Benefit (CPS PILOT/VTICA PILOT/Income Tax)	\$42,840
Total Public Benefit ROI	\$1.27
City's ROI	\$2.54

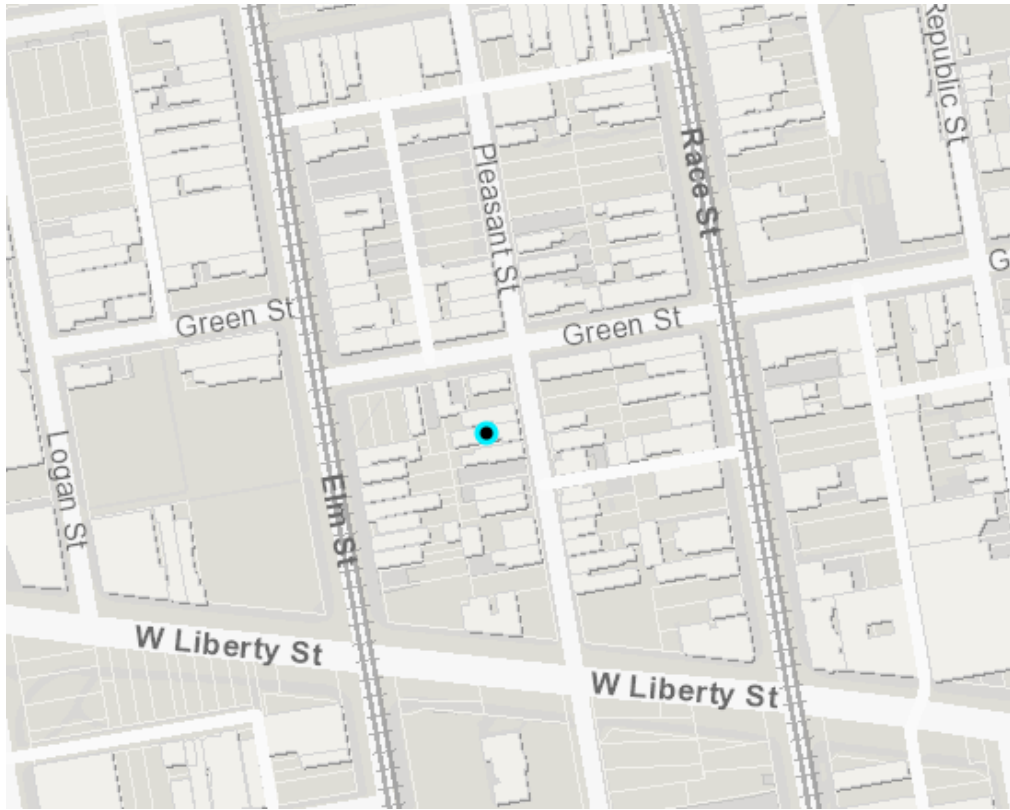
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



Property Location



1623 Pleasant Street

EMERGENCY

City of Cincinnati

JML

AWB

An Ordinance No. _____ - 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with 1623 Pleasant Street, LLC, thereby authorizing an 8-year tax exemption for 100% of the value of improvements made to real property located at 1623 Pleasant Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of the existing building to create approximately 3,530 square feet of residential space consisting of 8 residential units, at a total construction cost of approximately \$602,544.

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 (“ORC”) Ohio Revised Code Sections 3735.65 through 3735.70 (the “Statute”); and

WHEREAS, Ordinance No. 275-2017 passed by this Council on September 27, 2017, as amended by Ordinance No. 339-2018, passed by this Council on October 31, 2018 (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, 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, 1623 Pleasant Street, LLC (the “Company”) desires to remodel the existing building to create approximately 3,530 square feet of residential space consisting of 8 residential units on real property at 1623 Pleasant Street located within the corporate boundaries of the City of Cincinnati (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*, in substantially the form of Attachment A to this ordinance, to authorize a real property tax exemption for the Improvements in accordance with the Statute; and

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

WHEREAS, the Board of Education of the Cincinnati City School District (the “Board of Education”), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as may be amended, the “Board of Education Agreement”), has approved exemptions of up to

100% of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to pay for streetcar operations that specially benefit 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* with 1623 Pleasant Street, LLC (the "Agreement"), thereby authorizing an 8-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 1623 Pleasant Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of the existing building to create approximately 3,530 square feet of residential space consisting of 8 residential units, to be completed at a total construction cost of approximately \$602,544.

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: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance
CRA Tax Exemption Agreement

SEE ATTACHED

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

Community Reinvestment Area Tax Exemption Agreement

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 1623 PLEASANT STREET, 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. The Company is the sole owner of certain real property within the City, located at 1623 Pleasant 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.
- E. The Company has proposed to remodel the existing building located on the Property, 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.
- F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- G. 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.
- H. 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.

- I. 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.
- J. 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.
- K. 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").
- L. 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").
- M. The Company represents that within the past five (5) years neither the Company, nor 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.
- N. 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.
- O. 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 pay for streetcar operations that specially benefit 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.
- P. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine 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.
- Q. 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.

- R. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.
- S. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing building on the Property to create approximately 3,530 square feet of residential space consisting of eight (8) residential units (the "Improvements") at an estimated aggregate cost of \$602,544 to commence after the execution of this Agreement and to be completed no later than June 30, 2023 *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. 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 one hundred percent (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 eight (8) 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 and (D) 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 2023 nor extend beyond the earlier of (i) tax year 2030 or (ii) the end of the eighth (8th) year of exemption.

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

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

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

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

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

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

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

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

Section 11. Small Business Enterprise Program.¹

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

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources.

The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

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

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

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

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

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

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

enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 0.5 full-time permanent jobs and (ii) 18 part-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with 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 (i) \$18,000 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$250,000 of additional annual payroll prior to the completion of the Project with respect to the part-time temporary construction jobs.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may

extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

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

Section 18. Revocation.

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

B. **Prior Statutory Violations.** The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. **Generally.** As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this

Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution in order to support streetcar operations. 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:

1623 Pleasant Street, LLC
Attention: John Blatchford
207 W. McMicken Ave.
Cincinnati, Ohio 45214

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

Error! Reference source not found.,
an Ohio limited liability company

By: _____
Paula Boggs Muething, City Manager

By: _____

Date: _____, 2021

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Auditor's Parcel No.: 0094-0008-0030

Property Address: 1623 Pleasant Street, Cincinnati, Ohio 45202

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

Beginning at a point in the west line of Pleasant Street, 60.13 feet south of the southwest corner of Pleasant Street and Green Street; thence South 16° east 20.05 feet along the west line of Pleasant Street; thence South 73° 51' west 85.00 feet; thence north 16° west 20.05 feet; thence north 73° 51' east 85.00 feet to the point of beginning.

Community Reinvestment Area Tax Exemption Agreement

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 1623 PLEASANT STREET, 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. The Company is the sole owner of certain real property within the City, located at 1623 Pleasant 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.
- E. The Company has proposed to remodel the existing building located on the Property, 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.
- F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- G. 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.
- H. 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.

- I. 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.
- J. 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.
- K. 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").
- L. 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").
- M. The Company represents that within the past five (5) years neither the Company, nor 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.
- N. 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.
- O. 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 pay for streetcar operations that specially benefit 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.
- P. The Company acknowledges that Streetcar operations in the Central Business District and Over-the-Rhine 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.
- Q. 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.

- R. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.
- S. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing building on the Property to create approximately 3,530 square feet of residential space consisting of eight (8) residential units (the "Improvements") at an estimated aggregate cost of \$602,544 to commence after the execution of this Agreement and to be completed no later than June 30, 2023 *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. 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 one hundred percent (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 eight (8) 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 and (D) 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 2023 nor extend beyond the earlier of (i) tax year 2030 or (ii) the end of the eighth (8th) year of exemption.

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

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

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

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

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

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

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

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

Section 11. Small Business Enterprise Program.¹

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

(i) Including qualified SBEs on solicitation lists.

(ii) Assuring that SBEs are solicited whenever they are potential sources.

The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.

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

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

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

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

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

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

enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 0.5 full-time permanent jobs and (ii) 18 part-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with 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 (i) \$18,000 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$250,000 of additional annual payroll prior to the completion of the Project with respect to the part-time temporary construction jobs.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may

extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

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

Section 18. Revocation.

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

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this

Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution in order to support streetcar operations. 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:

1623 Pleasant Street, LLC
Attention: John Blatchford
207 W. McMicken Ave.
Cincinnati, Ohio 45214

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

Error! Reference source not found.,
an Ohio limited liability company

By: _____
Paula Boggs Muething, City Manager

By: _____

Date: _____, 2021

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Auditor's Parcel No.: 0094-0008-0030

Property Address: 1623 Pleasant Street, Cincinnati, Ohio 45202

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

Beginning at a point in the west line of Pleasant Street, 60.13 feet south of the southwest corner of Pleasant Street and Green Street; thence South 16° east 20.05 feet along the west line of Pleasant Street; thence South 73° 51' west 85.00 feet; thence north 16° west 20.05 feet; thence north 73° 51' east 85.00 feet to the point of beginning.

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

June 3, 2020

To: Mayor and Members of City Council

202102095

From: Paula Boggs Muething, City Manager

Subject: **LEED CRA TAX EXEMPTION FOR BLAIR LOFTS I, LTD**

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Blair Lofts I, LTD. and the Port of Greater Cincinnati Development Authority thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 3401 Reading Road and 609 Maple Avenue in the Avondale neighborhood of Cincinnati, in connection with the construction of a new building comprised of approximately 71,057 square feet of residential space, consisting of 64 rental units, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$10,022,542.

BACKGROUND/CURRENT CONDITIONS

Blair Lofts I, LTD intends to purchase property from a partner entity and build a four-story, sixty-four (64) unit apartment building located at the corner of Blair Avenue and Reading Road. Specifically, the site is located at 3401 Reading Road in the Avondale neighborhood of Cincinnati. The site formally housed a Catholic Church that has since been demolished and sold to one development partner. In the Spring of 2020, the Development entity was awarded 9% Low-Income Housing Tax Credits (LIHTC) by the Ohio Housing Finance Agency (OHFA) to construct the building. Since then, the Development has been awarded HOME funding from the City of Cincinnati's Notice of Funding Availability (HOME) and a grant from Children's Hospital.

DEVELOPER INFORMATION

Blair Lofts I, LTD is a partnership between Fairfield Homes, Inc., Avondale Development Corporation, and Kingsley and Company. Fairfield Homes Inc. owns over 4,000 affordable housing units throughout the Midwest and brings a wealth of construction and property management experience to the project. Avondale Development Corporation is a non-profit community partner that has led residential and economic development initiatives in Avondale since 2011. Kingsley and Company is a minority-owned commercial real estate investment and development firm with over ten years of experience in the greater Cincinnati region.

PROJECT DESCRIPTION

Blair Lofts I project will consist of the new construction of a four-story, sixty-four (64) units apartment building in the Avondale neighborhood of Cincinnati. The building will be serviced by a single elevator and shall be certified to LEED-Silver standards. The sixty-four units will consist of twenty-two (22) one-bedroom apartments, thirty-one (31) two-bedroom apartments, and eleven (11) three-bedroom apartments. This unit mix will allow a full spectrum of small to large families to live together in quality affordable housing

All sixty-four (64) apartment units will be reserved for households earning between thirty percent (30%) and sixty percent (60%) of the area median income (AMI). Ten (10) units shall be reserved for 30% AMI households, and fifty-four (54) units will be reserved for households earning 60% AMI. At the 30% AMI income targets, monthly rents are projected at \$344 for a one-bedroom, \$405 for a two-bedroom, and \$460 for a three-bedroom. At the 60% AMI income targets, monthly rents are projected at \$775 for a one-bedroom, \$925 for a two-bedroom, and \$1,040 for a three-bedroom.

Total project cost is projected at \$15.2 million, with construction cost at approximately \$10 million. Blair Lofts I will attract \$9.3 million in LIHTC equity, \$4.7 Term Loan from Cedar Rapids Bank & Trust, \$504,947 in Deferred Developer Fee, and a \$100,000 grant from Children's Hospital.

Construction will be completed in 12 months and will support the creation of 300 temporary construction jobs with a total annual payroll of \$5,000,000 and three (3) full-time permanent jobs with a total annual payroll of \$120,000.

Pendleton III Apartments achieves Plan Cincinnati's Live Goal 3 (pages 164-178) by providing a full spectrum of housing options and improving housing quality and affordability.

PROPOSED INCENTIVE

DCED is recommending a 15-year, net 67% CRA tax exemption. The exemption applies only to the increase in improvement value attributed to the renovation.

Pursuant to the Commercial CRA policy established by City Council, this project was deemed undercapitalized. Therefore, the project is subject to financial gap analysis. The project merits a fifteen-year (15 years) next 67% CRA Tax Abatement based on the following criteria.

- Due to the deep affordability requirements set by LIHTC and the City awarded HOME funds.
- Without the CRA tax abatement, cash flow will be significantly reduced, and the project would not support the debt service required to complete the construction.

SUMMARY	
Forgone Public Benefit if Project Does not Proceed	
CPS PILOT (Forgone New Revenue)	(\$921,271)
VTICA (Forgone New Revenue)	\$0
Income Tax (Forgone New Revenue)	(\$122,400)
Total Public Benefit Lost	(\$1,043,671)
Incentive Value	
Annual Net Incentive to Developer	\$124,697
Total Term Incentive to Developer	\$1,870,460
City's Portion of Property Taxes Forgone	\$360,304
Public Benefit	
CPS PILOT	
Annual CPS Pilot	\$61,418
Total Term CPS PILOT	\$921,271
VTICA	
Annual VTICA	\$0
Total Term VTICA	\$0
Income Tax (Max)	\$122,400
Total Public Benefit (CPS PILOT/VTICA /Income Tax)	\$1,043,671
Total Public Benefit ROI	\$0.56
City's ROI	\$0.34

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs

Property Location



Property Rendering



EMERGENCY

City of Cincinnati

TJL
AWB

An Ordinance No. _____

- 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Blair Lofts I, LTD. and the Port of Greater Cincinnati Development Authority thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 3401 Reading Road and 609 Maple Avenue in the Avondale neighborhood of Cincinnati, in connection with the construction of a new building comprised of approximately 71,057 square feet of residential space, consisting of 64 rental units, which construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total construction cost of approximately \$10,022,542.

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

WHEREAS, Ordinance No. 275-2017 passed by this Council on September 27, 2017, as amended by Ordinance No. 339-2018, passed by this Council on October 31, 2018, 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, Blair Lofts I, LTD. (the “Company”) desires to construct a new building comprised of approximately 71,057 square feet of residential space, consisting of 64 rental units on real property at 3401 Reading Road and 609 Maple Avenue 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 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 Blair Lofts I, LTD. and the Port of Greater Cincinnati Development Authority (the “Agreement”), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 3401 Reading Road and 609 Maple Avenue in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the construction of a new building comprised of approximately 71,057 square feet of residential space, consisting of 64 rental units, to be constructed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total construction cost of approximately \$10,022,542.

Section 2. That Council authorizes the City Manager:

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

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

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

SEE ATTACHED

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 among the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), BLAIR LOFTS I, LTD., an Ohio limited partnership (the "Company"), and the PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, an Ohio port authority (the "Owner").

Recitals:

- A. [The City and the Company are parties to a *Funding Agreement* dated _____, 2021 (the "Funding Agreement"), pursuant to which the City agreed to provide the Company with financial support for the Project (as defined below).]
- B. 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").
- C. 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.
- D. 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.
- E. 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.
- F. The Owner is the sole owner of certain real property within the City, located at 3401 Reading Road and 609 Maple Avenue, Cincinnati, Ohio 45229 (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.
- G. The Company has proposed the construction of a building located on the Property to LEED Silver 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.

- H. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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").
- N. 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").
- O. 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.
- P. 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.
- Q. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.
- R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the

Company, the Board of Education Agreement, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to construct a new building on the Property into approximately 71,057 square feet of residential space, consisting of 64 affordable residential rental units, all of which will be affordable to households earning at or below 60% of the area median income (the "Improvements") at an estimated aggregate cost of \$10,022,542.00 to commence after the execution of this Agreement and to be completed no later than January 1, 2023; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver standards, as defined by the U.S. Green Building Council. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 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 construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LEED Silver 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 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the fifteenth (15th) year of exemption.

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

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

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

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

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

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

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

Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

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

Section 11. Small Business Enterprise Program.¹

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

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
- (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.
- (v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.
- (vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

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

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

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 3 full-time permanent jobs and (ii) 300 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$120,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) \$5,000,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement [(including, without limitation, its obligation to comply with the **Funding Agreement**)], or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected,

collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

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

Section 18. Revocation.

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

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

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

be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). 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:

Blair Lofts I, LTD.
c/o Fairfield Homes, Inc.
603 West Wheeling Street
PO Box 190
Lancaster, Ohio 43130
Attention: Jennifer Walters, President

With a copy to:

Dinsmore & Shohl LLP
191 West Nationwide Blvd., Suite 300

Columbus, Ohio 43215
Attention: Jodi S. Diewald, Esq.

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 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. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement 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

BLAIR LOFTS I, LTD,
an Ohio limited partnership

By: _____
Paula Boggs Muething, City Manager

By: Gorsuch FHI Blair Lofts I, LLC,
an Ohio limited liability company,
its managing general partner

Date: _____, 2021

By: Gorsuch FHI Holdings, LLC,
an Ohio limited liability company,
its sole member

By: _____
Jennifer L. Walters, Member

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY,
an Ohio port authority

Assistant City Solicitor

By: _____

Certified Date: _____

Printed Name: _____

Fund/Code: _____

Title: _____

Amount: _____

Date: _____, 2021

By: _____
Karen Alder, City Finance Director

Authorized by resolution dated _____

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 3401 Reading Road, Cincinnati, Ohio 45229
Parcel ID No.: 107-0008-0181-00

A PARCEL OF LAND SITUATED IN SECTION 9, TOWN 3, FRACTIONAL RANGE 2, MILLCREEK TOWNSHIP, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CROSS NOTCH AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF BLAIR AVE (50' PUBLIC R/W) AND THE WEST RIGHT-OF-WAY OF READING RD (70' PUBLIC R/W):

THEN ALONG THE NORTH RIGHT-OF-WAY OF BLAIR AVE AN ASSUMED BEARING OF N85°56'35"W A DISTANCE OF 352.93 FEET TO A SET IRON PIN & CAP;

THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE COMMON PROPERTY LINE OF KINGSLEY INVESTMENT GROUP LLC (O.R. 13673 PG. 01316), N03°56'25"E A DISTANCE OF 158.74 FEET TO A SET IRON PIN AND CAP;

THENCE ALONG THE COMMON PROPERTY LINE OF CINCINNATI METROPOLITAN HOUSING AUTHORITY, (DB. 3307 PG. 203), S85°56'35"E A DISTANCE OF 21.38 FEET TO A FOUND CONCRETE MONUMENT WITH IRON PIN;

THENCE ALONG THE COMMON PROPERTY LINE OF CINCINNATI METROPOLITAN HOUSING AUTHORITY, N04°07'00"E A DISTANCE OF 141.6 FEET TO A POINT BEING REFERENCED BY AN PIN 0.65' DUE NORTH AND THE SOUTH RIGHT-OF-WAY OF MAPLE AVE;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF MAPLE AVE S81°31'37"E A DISTANCE OF 10.01 FEET TO A SET IRON PIN AND CAP;

THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE COMMON PROPERTY LINE OF HAMILTON COUNTY LAND REUTILIZATION CORPORATION (O.R. 13779 PG. 00597) S04°06'17"W A DISTANCE OF 140.39 FEET, TO A SET IRON PIN AND CAP, AND THE SOUTHWEST CORNER OF HAMILTON COUNTY LAND REUTILIZATION CORPORATION;

THENCE S85°56'35"E A DISTANCE OF 392.34 FEET TO A SET IRON PIN AND CAP AND THE WEST RIGHT-OF-WAY OF READING RD;

THENCE ALONG WEST RIGHT-OF-WAY OF READING RD S27°59'37"W A DISTANCE OF 173.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 1.447 ACRES, MORE OR LESS, SUBJECT HOWEVER TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS CONTAINING IN ANY INSTRUMENT OF RECORD PERTAINING TO THE ABOVE DESCRIBED TRACT OF LAND. THIS DESCRIPTION WAS PREPARED BY STEVEN J. LESSMAN OHIO

Property Address: 609 Maple Avenue, Cincinnati, OH 45229
Parcel ID No.: 107-0008-0091-00

SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, AND STATE OF OHIO, TO WIT:

A LOT OF GROUND ON THE SOUTH SIDE OF MAPLE AVENUE AVONDALE, COMMENCING AT A POINT IN THE SOUTH LINE OF SAID MAPLE AVENUE, 400.80 FEET WEST OF THE INTERSECTION OF MAPLE AVENUE AND READING ROAD, AND THE NORTHEAST CORNER OF A LOT SAID TO CLARENCE SCHAFFER, THENCE SOUTHWARDLY ON SAID SCHAFFNER'S WEST LINE 137.05 FEET MORE OR LESS, TO THE SOUTH LINE OF C.M. HOLLOW TRACT, THENCE WESTWARDLY ON SAID SOUTH LINE 40 FEET; THENCE NORTHWARDLY 140 FEET MORE OR LESS TO THE SOUTH LINE OF MAPLE AVENUE, THENCE EASTWARDLY ALONG THE SOUTH LINE OF MAPLE AVENUE, 40 FEET TO THE PLACE OF BEGINNING.

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

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 among the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), BLAIR LOFTS I, LTD., an Ohio limited partnership (the "Company"), and the PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY, an Ohio port authority (the "Owner").

Recitals:

- A. [The City and the Company are parties to a *Funding Agreement* dated _____, 2021 (the "Funding Agreement"), pursuant to which the City agreed to provide the Company with financial support for the Project (as defined below).]
- B. 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").
- C. 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.
- D. 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.
- E. 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.
- F. The Owner is the sole owner of certain real property within the City, located at 3401 Reading Road and 609 Maple Avenue, Cincinnati, Ohio 45229 (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.
- G. The Company has proposed the construction of a building located on the Property to LEED Silver 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.

- H. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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").
- N. 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").
- O. 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.
- P. 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.
- Q. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.
- R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the

Company, the Board of Education Agreement, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to construct a new building on the Property into approximately 71,057 square feet of residential space, consisting of 64 affordable residential rental units, all of which will be affordable to households earning at or below 60% of the area median income (the "Improvements") at an estimated aggregate cost of \$10,022,542.00 to commence after the execution of this Agreement and to be completed no later than January 1, 2023; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The construction shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver standards, as defined by the U.S. Green Building Council. The Company hereby represents that it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 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 construction, (B) the cost of construction, (C) the facts asserted in the application for exemption, (D) compliance with LEED Silver 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 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the fifteenth (15th) year of exemption.

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

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

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

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

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

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

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

Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

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

Section 11. Small Business Enterprise Program.¹

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

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
- (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
- (iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.
- (v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.
- (vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

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

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

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

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 3 full-time permanent jobs and (ii) 300 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$120,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) \$5,000,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

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

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

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

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

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement [(including, without limitation, its obligation to comply with the **Funding Agreement**)], or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected,

collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

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

Section 18. Revocation.

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

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

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

be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). 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:

Blair Lofts I, LTD.
c/o Fairfield Homes, Inc.
603 West Wheeling Street
PO Box 190
Lancaster, Ohio 43130
Attention: Jennifer Walters, President

With a copy to:

Dinsmore & Shohl LLP
191 West Nationwide Blvd., Suite 300

Columbus, Ohio 43215
Attention: Jodi S. Diewald, Esq.

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 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. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement 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

BLAIR LOFTS I, LTD,
an Ohio limited partnership

By: _____
Paula Boggs Muething, City Manager

By: Gorsuch FHI Blair Lofts I, LLC,
an Ohio limited liability company,
its managing general partner

Date: _____, 2021

By: Gorsuch FHI Holdings, LLC,
an Ohio limited liability company,
its sole member

By: _____
Jennifer L. Walters, Member

Date: _____, 2021

Authorized by resolution dated _____

Approved as to Form:

PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY,
an Ohio port authority

Assistant City Solicitor

By: _____

Certified Date: _____

Printed Name: _____

Fund/Code: _____

Title: _____

Amount: _____

Date: _____, 2021

By: _____
Karen Alder, City Finance Director

Authorized by resolution dated _____

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 3401 Reading Road, Cincinnati, Ohio 45229
Parcel ID No.: 107-0008-0181-00

A PARCEL OF LAND SITUATED IN SECTION 9, TOWN 3, FRACTIONAL RANGE 2, MILLCREEK TOWNSHIP, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CROSS NOTCH AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF BLAIR AVE (50' PUBLIC R/W) AND THE WEST RIGHT-OF-WAY OF READING RD (70' PUBLIC R/W):

THEN ALONG THE NORTH RIGHT-OF-WAY OF BLAIR AVE AN ASSUMED BEARING OF N85°56'35"W A DISTANCE OF 352.93 FEET TO A SET IRON PIN & CAP;

THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE COMMON PROPERTY LINE OF KINGSLEY INVESTMENT GROUP LLC (O.R. 13673 PG. 01316), N03°56'25"E A DISTANCE OF 158.74 FEET TO A SET IRON PIN AND CAP;

THENCE ALONG THE COMMON PROPERTY LINE OF CINCINNATI METROPOLITAN HOUSING AUTHORITY, (DB. 3307 PG. 203), S85°56'35"E A DISTANCE OF 21.38 FEET TO A FOUND CONCRETE MONUMENT WITH IRON PIN;

THENCE ALONG THE COMMON PROPERTY LINE OF CINCINNATI METROPOLITAN HOUSING AUTHORITY, N04°07'00"E A DISTANCE OF 141.6 FEET TO A POINT BEING REFERENCED BY AN PIN 0.65' DUE NORTH AND THE SOUTH RIGHT-OF-WAY OF MAPLE AVE;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF MAPLE AVE S81°31'37"E A DISTANCE OF 10.01 FEET TO A SET IRON PIN AND CAP;

THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE COMMON PROPERTY LINE OF HAMILTON COUNTY LAND REUTILIZATION CORPORATION (O.R. 13779 PG. 00597) S04°06'17"W A DISTANCE OF 140.39 FEET, TO A SET IRON PIN AND CAP, AND THE SOUTHWEST CORNER OF HAMILTON COUNTY LAND REUTILIZATION CORPORATION;

THENCE S85°56'35"E A DISTANCE OF 392.34 FEET TO A SET IRON PIN AND CAP AND THE WEST RIGHT-OF-WAY OF READING RD;

THENCE ALONG WEST RIGHT-OF-WAY OF READING RD S27°59'37"W A DISTANCE OF 173.68 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 1.447 ACRES, MORE OR LESS, SUBJECT HOWEVER TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS CONTAINING IN ANY INSTRUMENT OF RECORD PERTAINING TO THE ABOVE DESCRIBED TRACT OF LAND. THIS DESCRIPTION WAS PREPARED BY STEVEN J. LESSMAN OHIO

Property Address: 609 Maple Avenue, Cincinnati, OH 45229
Parcel ID No.: 107-0008-0091-00

SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON, AND STATE OF OHIO, TO WIT:

A LOT OF GROUND ON THE SOUTH SIDE OF MAPLE AVENUE AVONDALE, COMMENCING AT A POINT IN THE SOUTH LINE OF SAID MAPLE AVENUE, 400.80 FEET WEST OF THE INTERSECTION OF MAPLE AVENUE AND READING ROAD, AND THE NORTHEAST CORNER OF A LOT SAID TO CLARENCE SCHAFFER, THENCE SOUTHWARDLY ON SAID SCHAFFNER'S WEST LINE 137.05 FEET MORE OR LESS, TO THE SOUTH LINE OF C.M. HOLLOW TRACT, THENCE WESTWARDLY ON SAID SOUTH LINE 40 FEET; THENCE NORTHWARDLY 140 FEET MORE OR LESS TO THE SOUTH LINE OF MAPLE AVENUE, THENCE EASTWARDLY ALONG THE SOUTH LINE OF MAPLE AVENUE, 40 FEET TO THE PLACE OF BEGINNING.

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED