



# City of Cincinnati

801 Plum Street  
Cincinnati, OH 45202

## Agenda - Final

### Budget and Finance Committee

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

---

Monday, May 16, 2022

1:00 PM

Council Chambers, Room 300

---

ROLL CALL

## PRESENTATIONS

UC Economics Center

### AGENDA

- [202201202](#) PRESENTATION submitted by John P. Curp, Interim City Manager, dated 5/16/2022, regarding Income Tax Forecast.

**Sponsors:** City Manager

**Attachments:** [Transmittal](#)  
[Report](#)  
[Presentation](#)
- [202201160](#) COMMUNICATION, submitted by Councilmember Cramerding, from William E. Moller, Chair of Cincinnati Retirement System, regarding the unanimously approved motion making a recommendation to the Mayor and City Council to increase the Employer Contribution rate from 16.25% of pensionable payroll to 16.75% of pensionable payroll.

**Sponsors:** Cramerding

**Attachments:** [Communication](#)

3. [202201153](#) ORDINANCE (EMERGENCY) submitted by John P. Curp, Interim City Manager, on 5/11/2022, AUTHORIZING the City Manager to execute and implement the labor management agreement between the City of Cincinnati and the Cincinnati Building Trades Council, the updated terms of which are reflected in the summary attached hereto.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)  
[Ordinance](#)  
[Attachment](#)
4. [202201154](#) ORDINANCE (EMERGENCY) submitted by John P. Curp, Interim City Manager, on 5/11/2022, Authorizing the payment of \$69,530.63 from the capital improvement program project account no. 980x203x0000x7671x192009, "Tom Jones Commons," and \$5,873.37 from capital improvement program project account no. 980x203x0000x7671x212000, "Park Infrastructure Rehabilitation," as a moral obligation to PRUS Construction for services provided to the City related to the Tom Jones Commons project in Eden Park.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)  
[Ordinance](#)
5. [202201157](#) ORDINANCE (EMERGENCY) submitted by John P. Curp, Interim City Manager, on 5/11/2022, AMENDING Ordinance No. 227-2006 to correct the legal description attached thereto and REAUTHORIZING the City Manager to vacate and sell the public right-of-way in the Avondale neighborhood designated as Dolores Alley to the Hamilton County Mental Health and Recovery Services Board, the successor county instrumentality and agency of the Hamilton County Alcohol and Drug Addiction Services Board, to carry out the transaction as originally intended by Ordinance No 227-2006.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)  
[Ordinance](#)  
[Attachment](#)

6. [202201159](#) ORDINANCE submitted by John P. Curp, Interim City Manager, on 5/11/2022, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with EK Brown Properties LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 810 Plum Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 3,600 square feet of residential space consisting of 5 residential rental units at a total construction cost of approximately \$522,898.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)  
[Ordinance](#)  
[Exhibit A](#)
7. [202201161](#) ORDINANCE submitted by John P. Curp, Interim City Manager, on 5/11/2022, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 123 E. McMicken Avenue, LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 123 E. McMicken Ave in Over-the-Rhine, in connection with the remodeling of an existing building into approximately 1,530 square feet of commercial space at a total remodeling cost of approximately \$272,488.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)  
[Ordinance](#)  
[Attachment](#)

ADJOURNMENT

May 16, 2022

**FOR YOUR INFORMATION**

To: Mayor and Members of Council 202201202  
From: John P. Curp, Interim City Manager  
Subject: Income Tax Forecast

---

Attached is the Income Tax Forecast Report from the UC Economic Center (UC) and a copy of the UC presentation. Both items will be submitted to the Budget & Finance Committee on May 16, 2022. The administration wants to ensure that copies are distributed in advance of the meeting so that Councilmembers have time to review.

c: William "Billy" Weber, Assistant City Manager  
Karen Alder, Finance Director

Attachments

# Income Tax Forecast

FY2022-2027



## **TABLE OF CONTENTS**

HIGHLIGHTS OF KEY FINDINGS .....	1
INTRODUCTION .....	2
FORECAST.....	2
ECONOMIC CONDITIONS .....	4
Regional Demographic Characteristics.....	4
Regional Employment Characteristics .....	5
National and Regional Economic Outlook.....	6

## HIGHLIGHTS OF KEY FINDINGS

- Aggregate net income tax revenues are projected to recover quickly in FY2023 from the pandemic related stagnation and decline in FY 2021 and FY 2022. However, the compound annual average growth rate from FY 2022 through FY 2027 is expected to be higher at 2.5 percent, or 0.5 percent real growth when controlling for inflation.
- When isolating near-term job growth, the City of Cincinnati is expected to enter a period of stagnation. While regional job growth is expected, much of the job growth in the Cincinnati Metropolitan Statistical Area (Cincinnati, OH-KY-IN) is expected to occur outside of the City of Cincinnati.<sup>1</sup>
- COVID-19 related tax refund liability remains variable throughout FY 2022 through FY 2027. The Economics Center estimates that taxable earnings will continue to be at risk, especially factoring in a potential increase of earnings tax related refunds which have not yet been experienced as a widespread phenomena. Based on a comparison of past collections as well as historical significance to the City's budget, the Economics Center maintains an expected risk of 16.0 to 24.0 percent of earnings taxes being at risk due to a portion of workers in the City returning to the office but some also maintaining a hybrid work environment.

---

<sup>1</sup> Emsi

## INTRODUCTION

To assist the City of Cincinnati in planning and projections, the Economics Center estimated a six-year forecast of net income tax revenues and major components for the period of fiscal year (FY) 2022 to FY 2027. In 2013 the City of Cincinnati adjusted its accounting schedule from calendar year to a July-June fiscal year. All estimates presented in this report are for a July-June fiscal year, including historical data.

To prepare the forecast, the Economics Center analyzed historical tax revenue trends for the City of Cincinnati, as well as information on tax incentive payments and additional transfers of funds. This information was combined with data on national economic trends to develop the forecast projections. The Economics Center also examined data on regional industry employment and wages for the City. This analysis identified significant industry sectors influencing the local economy and illustrates the benefits to the local economy from its relatively diverse commercial base. While the City's economy is subject to national trends affecting its most significant industries, the diverse commercial base allows declines in one sector to be offset by growth in another.

## FORECAST

To forecast net income tax revenues for the six-year horizon, FY 2022 through FY 2027, the Economics Center analyzed historical patterns for total net revenues and its components.

Total net revenue estimates, along with upper- and lower-bounds constructed for 90.0 percent confidence intervals, and the forecast growth rates are presented in Table 1. Forecasted net revenues for FY2022 are estimated at \$383.2 million, a decrease of 6.44 percent from fiscal year 2021. While the actual growth rate varies annually, the expected compound annual nominal growth rate is 1.15 percent from FY 2022 to FY 2027. Inflation is expected to be 2.0 percent during this time period.<sup>2</sup>

**Table 1: Forecasted Net Income Tax Revenue and Growth Rates\* FY 2021 - FY 2027**

Fiscal Year	Forecasted Collections (\$M)	Percent Change	General Fund, Pred. (\$M)	General Fund, Smoothed (\$M)
<b>2021</b>	\$409.60		\$330.86	
<b>2022*</b>	\$383.24	-6.44%	\$321.43	\$321.43
<b>2023*</b>	\$398.37	3.95%	\$343.04	\$327.04
<b>2024*</b>	\$400.28	0.48%	\$344.69	\$332.65
<b>2025*</b>	\$402.48	0.55%	\$346.58	\$338.25
<b>2026*</b>	\$404.29	0.45%	\$348.14	\$343.86
<b>2027*</b>	\$405.84	0.38%	\$349.47	\$349.47

Source: Economics Center model results and calculations.

<sup>2</sup> Federal Reserve Bank, Table 1. Economic Projections of Federal Reserve Board Members and Federal Reserve Bank Presidents Under Their Individual Assumptions of Projected Appropriate Monetary Policy, March 2021



The Economics Center also calculated a smoothed general fund amount by making increases steady throughout the years of the forecast. This artificially shows consistent “steps” in terms of increases in funding. This was done by making consistent annual increases in the fund to potentially better show longer term budget approaches.

Additionally, the Economics Center analyzed the potential impacts of refunds due to increased levels of work from home and hybrid work environments. Fiscal year 2021 was expected to be impacted at a higher rate of telework earnings tax refund than years 2022-2027. This was due to the mandated quarantine in the Spring and into the Summer of calendar year 2020. As of May 2022, (the previous report cited April 2021 and many companies are moving towards what seems to be a permanent hybrid arrangement), many companies are still operating as a hybrid environment. It is also important to note that individuals whom were able to telework likely had higher taxable earnings than occupations in such industries as food service, accommodations, or retail.

The projected risk for earnings tax collections is expected stabilize in the next few years, as shown in Table 2. Additionally, a more widespread adoption of filing for earnings tax refunds may result in a lagged increase in work-from-home impacts. The Economics Center maintains a potential risk of 16.0 to 24.0 percent for FY 2022 through FY 2027 (with 16.0 percent being more likely than 24.0 percent). However, many factors ranging from individual company policies to future waves of COVID-19 outbreaks could affect these estimates.

**Table 2: Forecasted\* Adjusted Collections and Growth Rates FY 2021 - FY 2027**

<b>Fiscal Year</b>	<b>Forecasted General Fund</b> (\$M)	<b>Risk Adj. Lower Bound</b> (\$M)	<b>Risk Adj. Upper Bound</b> (\$M)
<b>2021</b>	\$330.86	\$330.86	\$330.86
<b>2022*</b>	\$321.43	\$304.82	\$341.27
<b>2023*</b>	\$343.04	\$278.37	\$422.74
<b>2024*</b>	\$344.69	\$277.11	\$428.75
<b>2025*</b>	\$346.58	\$276.15	\$434.97
<b>2026*</b>	\$348.14	\$275.01	\$440.70
<b>2027*</b>	\$349.47	\$273.80	\$446.08

Source: Economics Center model results and calculations.

## ECONOMIC CONDITIONS

The City of Cincinnati (26 zip code approximation) and the Cincinnati MSA are both expected to see population growth in the near-term future. The City will slightly outpace the region overall and be on pace with national growth.

**Table 3: Current Trends and Projected Growth, 2021-2027**

	City of Cincinnati	Cincinnati MSA	United States
Population Change %	4.0%	3.0%	4.0%
Jobs Change %	-1.0%	3.0%	5.0%
Current Average Earnings	\$87,785	\$71,927	\$75,544
COL Index	100.7	96.8	100

Source: Emsi Burning Glass.

### Regional Demographic Characteristics

Population within the City of Cincinnati (26 zip code approximation) is expected to grow at a rate of 5.7 percent from 2020-2030, a nominal increase of 24,285 net new residents, compared to 5.2 percent nationally, as shown in Table 4. Additional population growth is expected to occur in the Cincinnati MSA and will take place outside of the City of Cincinnati. The Cincinnati MSA is projected to grow by approximately 106,339 net new residents over this period, or at a rate of 4.8 percent, while the State of Ohio is estimated to remain relatively flat at 1.5 percent growth.

**Table 4: Projected Population Growth, 2020 – 2030**

Region	Population		Population Change	Growth Rate
	2020	2030		
City of Cincinnati	422,956	447,241	24,285	5.7%
Cincinnati MSA	2,232,421	2,339,246	106,339	4.8%
State of Ohio	11,693,217	11,867,529	174,312	1.5%
United States	329,484,123	346,460,056	16,975,933	5.2%

Source: Emsi Burning Glass

As shown in Table 5, The City of Cincinnati has a labor force participation rate of 63.0 percent, which is approximately four percentage points stronger than the national rate of 58.9 percent and the State of Ohio's rate of 58.7 percent. The rate of labor force participation in the Cincinnati MSA of 62.8 percent mirrors that of the City. Unemployment in the City of Cincinnati is at 5.0 percent, which lower than both the national rate of 5.2 percent and the State of Ohio at 5.2 percent.

**Table 5: Labor Force Characteristics**

Region	Labor Force Participation Rate	Unemployment Rate
City of Cincinnati	63.0%	5.0%
Cincinnati MSA	62.8%	4.7%
State of Ohio	58.7%	5.2%
United States	58.9%	5.2%

Source: Emsi Burning Glass

## Regional Employment Characteristics

Employment and wage data for the City illustrate key industries which are main drivers of earnings, and thus income tax revenues, locally. National conditions for these industries are likely to affect local performance.

Overall, the Greater Cincinnati Area is expected to grow by approximately 68,000 jobs between 2020 and 2030.<sup>3</sup> However, the additional net growth of jobs mask an underlying shift in the wages of the respective jobs that are both being lost as well as gained. During this ten-year period, the Cincinnati MSA will be losing approximately 15,000 jobs in retail trade, government, wholesale trade, management of companies, and utilities. These jobs have average earnings of approximately \$78,500 per year. The economy will also be adding approximately 83,000 jobs across all of the other industries, with the most gained in industries such as, but not limited to, accommodations, transportation, health care, arts and entertainment, and administrative support. These additional jobs represent averages wages of approximately \$57,000.

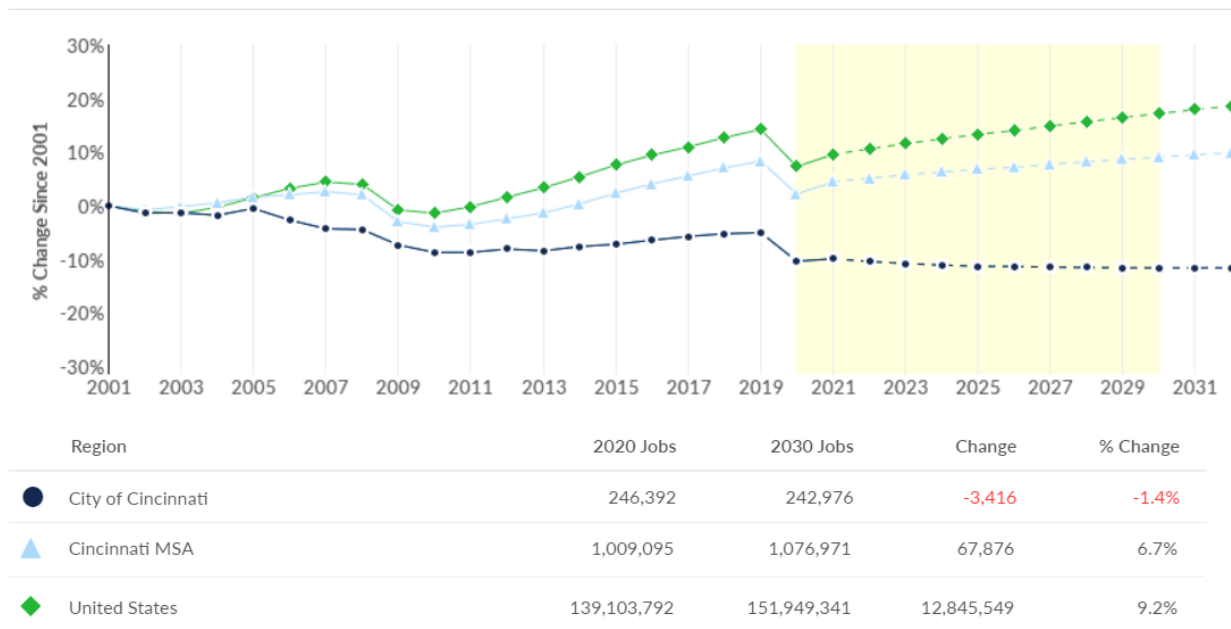
Figure 1 shows the job changes between 2001 and 2020 and the expected changes out through 2030. For the Greater Cincinnati region, job growth has returned from COVID-based contraction; however, the Cincinnati MSA is not expecting to reach pre-pandemic levels of employment by 2026. Between 2021 and 2030, the City of Cincinnati is expected to experience job loss of 1.4 percent, or shed 3,416 jobs over this period.

---

<sup>3</sup> Emsi

**Figure 1: Jobs by Region, 2020 – 2030**

Regional Trends



Source: Emsi Burning Glass

The top-five highest earning industries across the Greater Cincinnati region are Management, Utilities, Information, Finance and Insurance, and Professional and Scientific analysis. Management and Utilities are expected contractions of approximately 2,100 jobs between 2020 and 2030 whereas growth is expected within Finance and Insurance, Information, and Manufacturing of approximately 5,000 jobs. For the interest of earnings tax liabilities, the expected earnings loss (assuming average wages are held constant) would be approximately \$340 million for the top-2 job losing sectors and an increase of approximately \$530 million for the three of the top-five increasing sectors. When expanding the earnings potential to all industries within the Greater Cincinnati region, earnings (again assuming average wages are used when comparing industrial growth or decline) are estimated to increase by over \$3.6 billion based on changes in employment.

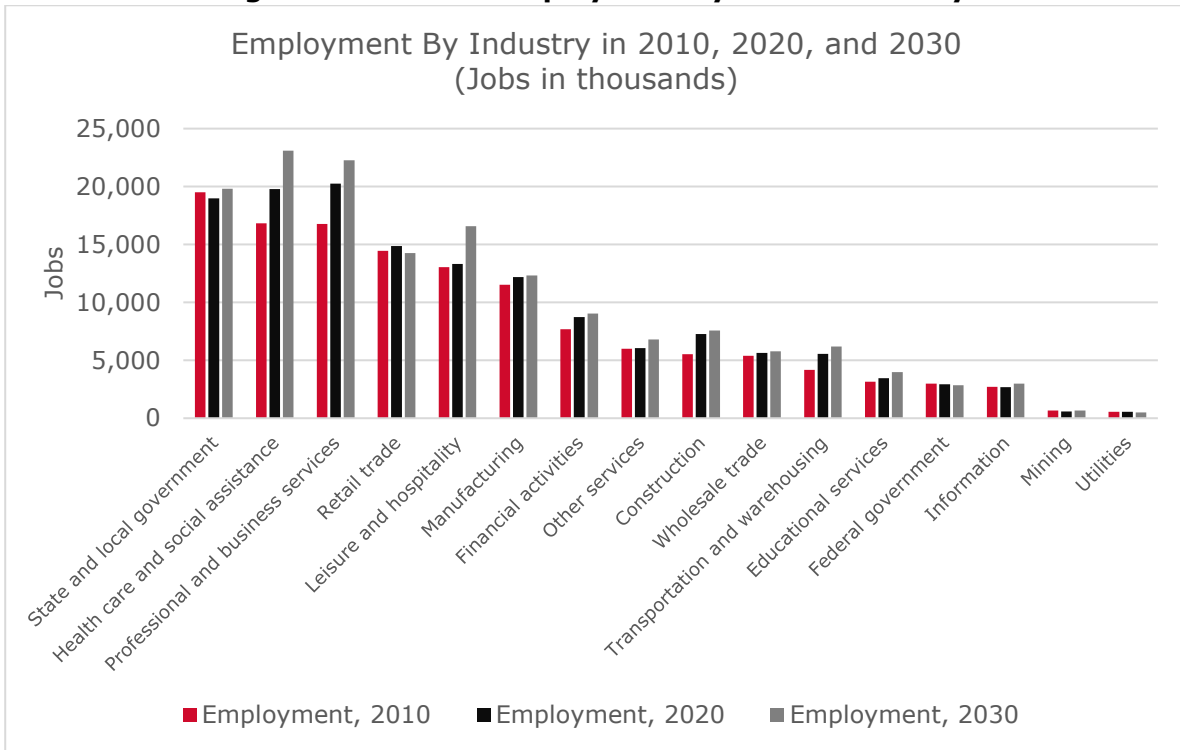
## National and Regional Economic Outlook

National economic dynamics influence the performance of the local economy. National projections for the key sectors previously discussed anticipate continued slowed growth in Manufacturing and accelerated growth in Health Care, professional and business services, and leisure and hospitality. Growth in professional and business services as well as manufacturing real GDP nationally is anticipated to be strong through 2030, followed by financial activities and wholesale trade. As illustrated in Figures 2 and 3, two of the highest value producing industries nationally are associated with the largest, projected employment growth.

The groupings most significant to the local economy in terms of total employment and wages – Health Care and Social Assistance and Professional and Business Services – are expected to see greater growth in employment nationally, and also account for significant economic output as measured by real GDP. Assuming the City economy follows national trends, gains in Health Care and Social Assistance and Financial Activities sectors, along

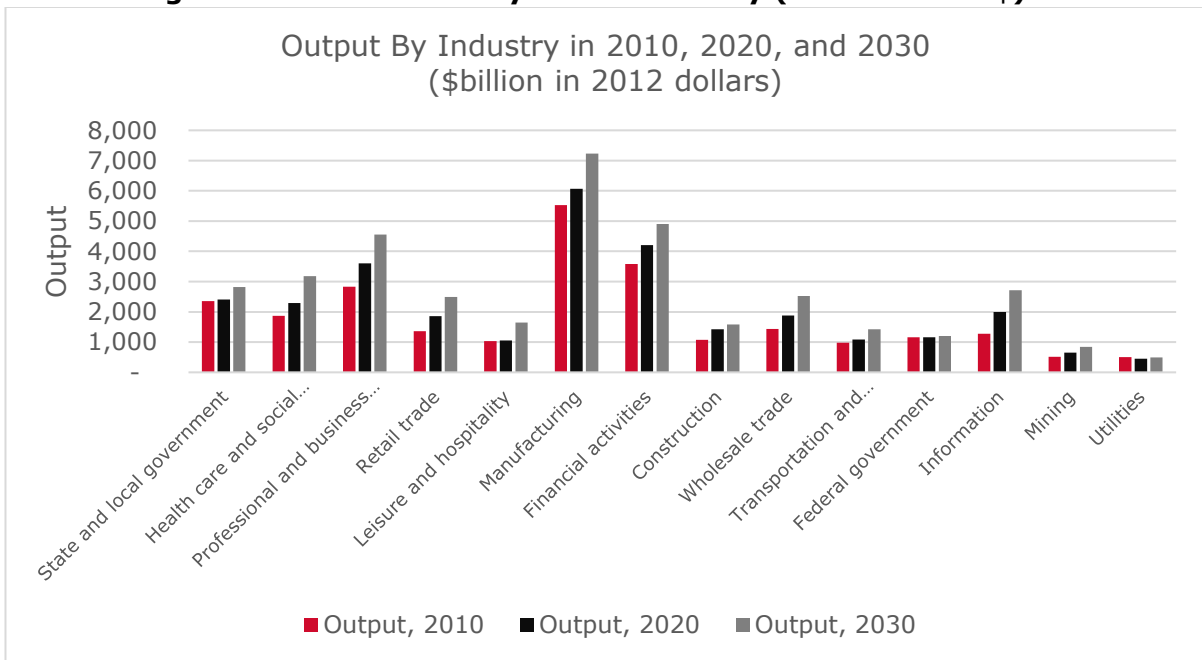
with gains to their respective output, may offset losses from declining employment elsewhere.

**Figure 2: National Employment by Select Industry**



Source: Bureau of Labor Statistics, Table 2.1-Employment by Major Industry Sector, 2010, 2020, and Projected 2030

**Figure 3: National GDP by Select Industry (Chained 2012\$)**



Source: Bureau of Labor Statistics, Table 2.2-Output by Major Industry Sector, 2010, 2020, and Projected 2030

In January of 2021, the Ohio Chamber of Commerce released its Economic Outlook, which is optimistic given the economic shock the Coronavirus Pandemic had on many industries and households. The Ohio Chamber cited significant losses in employment, production, and profits due to the pandemic as major contributing factors to the State of Ohio's worst quarter in its economic history. However, the Ohio Chamber is optimistic regarding the State's ability to rebound post-pandemic given the booming housing industry and Ohio consumers have more than \$1 trillion dollars in savings and revolving debt. Further, the 2021 Outlook noted that retail spending has rebounded and exceeded pre-pandemic spending levels. The Ohio Chamber of Commerce is expecting continued, albeit slowing economic growth.

JP Morgan's 2021 Economic Outlook is considerably optimistic and concludes that 2021 will experience strong economic growth and expects Real GDP to exceed pre-pandemic levels by September 2021.<sup>4</sup> Employment is likely to make small job gains during the first two quarters of 2021 and then accelerate as a result of vaccination which is likely to drive demand for social activities including vacation travel, family gatherings, and live sporting events. Further, JP Morgan expects employment to fully recover in the third quarter of 2022.

---

<sup>4</sup> [The pandemic and the recovery | J.P. Morgan Asset Management](#)



# City of Cincinnati Income Tax Forecast

FY2022-FY2027



# Earnings Tax Forecast

## FY2022-2027

- Population Trends
- Industry Trends
- Employment
- Forecast
- Potential Risk Implications

# Population Trends

## 2021-2027

	City of Cincinnati*	Cincinnati MSA	United States
<b>Population Change %</b>	4.0%	3.0%	4.0%
<b>Jobs Change %</b>	-1.0%	3.0%	5.0%
<b>Current Average Earnings</b>	\$87,785	\$71,927	\$75,544
<b>COL Index</b>	100.7	96.8	100

Source: Emsi Burning Glass.

\*Zip code approximation, Emsi

# Population Trends

## 2020-2030

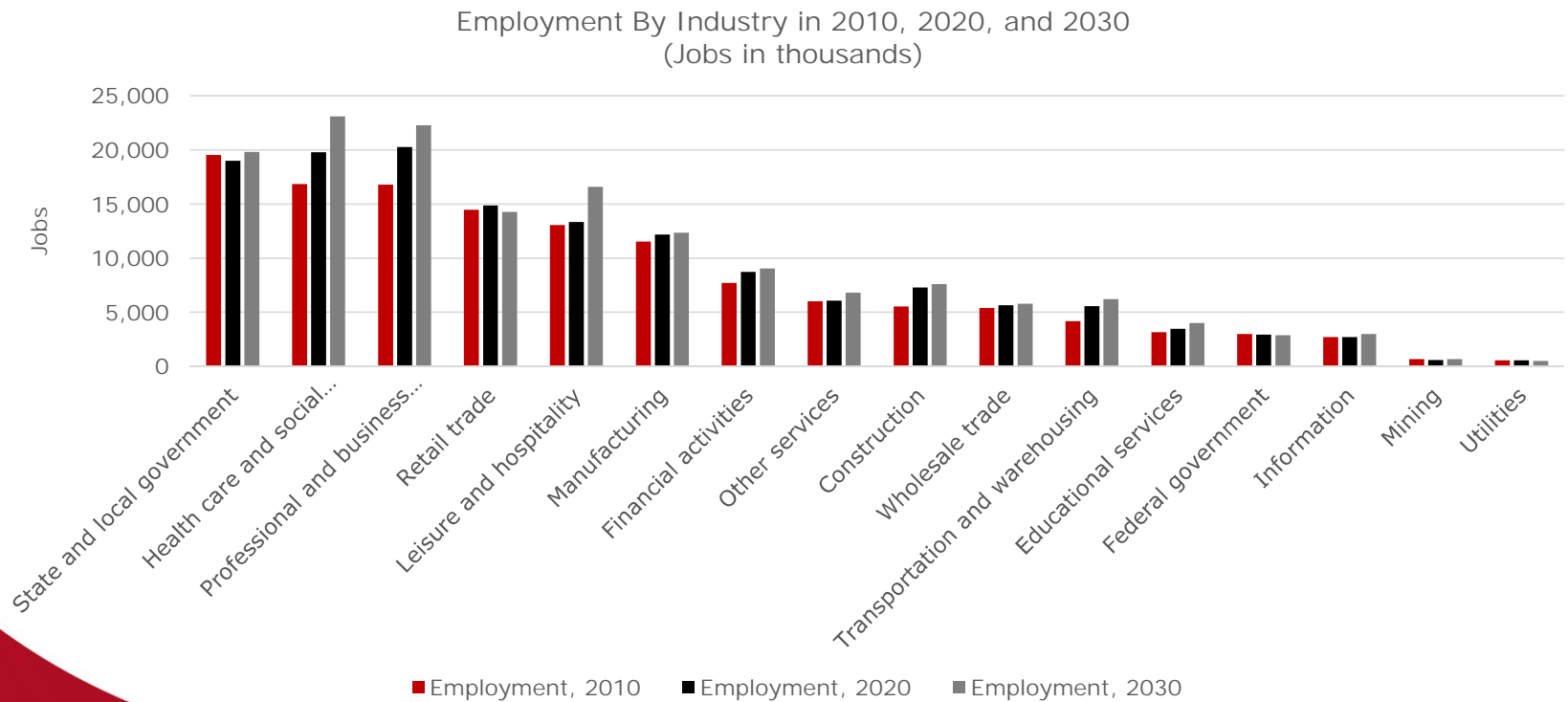
Region	Population		Population Change	Growth Rate
	2020	2030		
City of Cincinnati*	422,956	447,241	24,285	5.7%
Cincinnati MSA	2,232,421	2,339,246	106,339	4.8%
State of Ohio	11,693,217	11,867,529	174,312	1.5%
United States	329,484,123	346,460,056	16,975,933	5.2%

Source: Emsi Burning Glass.

\*Zip code approximation

# National Industry Trends

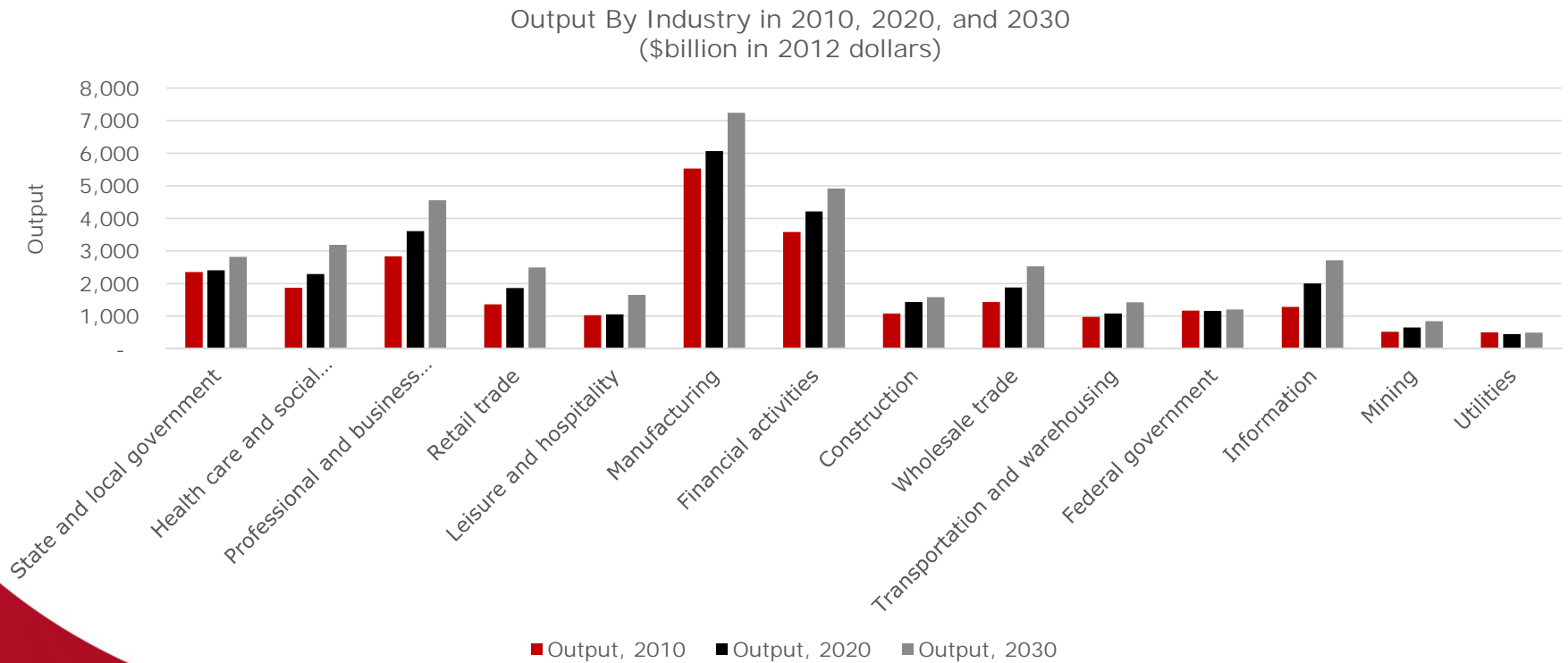
## 2010-2030



Source: BLS Employment by Major Industry, Table 2.1

# National Industry Trends

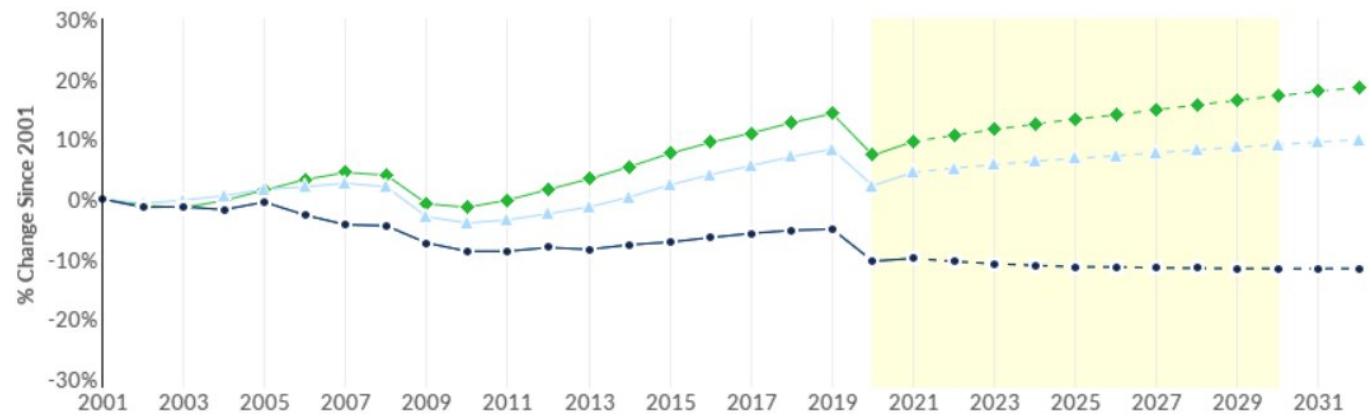
## 2010-2030



Source: BLS Output by Major Industry, Table 2.2

# Employment Trends

## 2020-2030



Region	2020 Jobs	2030 Jobs	Change	% Change
● City of Cincinnati	246,392	242,976	-3,416	-1.4%
▲ Cincinnati MSA	1,009,095	1,076,971	67,876	6.7%
◆ United States	139,103,792	151,949,341	12,845,549	9.2%

Source: Emsi Burning Glass.

# Estimated Collections and General Fund FY2022-2027

Fiscal Year	Forecasted Collections (\$M)	Percent Change	General Fund, Pred. (\$M)	General Fund, Smoothed (\$M)
2021	\$409.60		\$330.86	
2022*	\$383.24	-6.44%	\$321.43	\$321.43
2023*	\$398.37	3.95%	\$343.04	\$327.04
2024*	\$400.28	0.48%	\$344.69	\$332.65
2025*	\$402.48	0.55%	\$346.58	\$338.25
2026*	\$404.29	0.45%	\$348.14	\$343.86
2027*	\$405.84	0.38%	\$349.47	\$349.47

Source: Economics Center model results and calculations.

# Earnings Tax Forecast

## FY2022-2027

- There are two major different risk/confidence thresholds to be mindful of:
  - Confidence Intervals
    - Statistical measure of the model
    - Based on historical actuals
  - Employee/employer behavior
    - Work-from-home
    - Earnings tax refunds
- Based on a comparison of past collections as well as potential increases in refund utilization, the Economics Center maintains an expected risk of 16.0 to 24.0 percent of earnings taxes being at risk in part due to a portion of workers in the City returning to the office but some also maintaining a hybrid or entirely work-from-home work environment.



# Estimated Collections and General Fund FY2022-2027

Fiscal Year	Forecasted General Fund	90 CI Lower Bound	90 CI Upper Bound
	(\$M)	(\$M)	(\$M)
2021	\$330.86	\$330.86	\$330.86
2022*	\$321.43	\$304.82	\$341.27
2023*	\$343.04	\$278.37	\$422.74
2024*	\$344.69	\$277.11	\$428.75
2025*	\$346.58	\$276.15	\$434.97
2026*	\$348.14	\$275.01	\$440.70
2027*	\$349.47	\$273.80	\$446.08

Source: Economics Center model results and calculations.

Based on estimates of FY2021 and the 2022-2027 model/refund risks, these are the estimates for the forecasted general fund as well as potential lower and upper bounds for likely outcomes based on earnings tax legislation and refund utilization. These bounds represent the general fund less the funds that are most likely at risk for refund. Compound average growth is approximately 1.7% per year.

April 25, 2022

Mayor Aftab Pureval  
City of Cincinnati  
801 Plum Street, Suite 150  
Cincinnati, OH 45202

Re: Cincinnati Retirement System Board of Trustees Communication to City Council

Dear Mayor Pureval,

At its meeting of April 7, 2022, the Board of Trustees of the Cincinnati Retirement System unanimously approved the following motion, making a recommendation to the Mayor and City Council:

The City of Cincinnati Board of Trustees hereby recommends that the City Council increase the Employer Contribution rate to the Cincinnati Retirement System from 16.25% of pensionable payroll, to 16.75% of pensionable payroll.

The enclosed statement explains the background to this recommendation.

The CRS Board of Trustees requests that this item be placed on the City Council agenda as a communication item.

Sincerely,



William E. Moller, Chair  
Cincinnati Retirement System  
Board of Trustees

attachment

c: Members of City Council  
CRS Board Members  
John Curp, Interim City Manager  
Billy Weber, Assistant City Manager  
Michael Barnhill, CRS Executive Director



Statement  
CRS Board of Trustees Recommendation  
City Employer Contribution

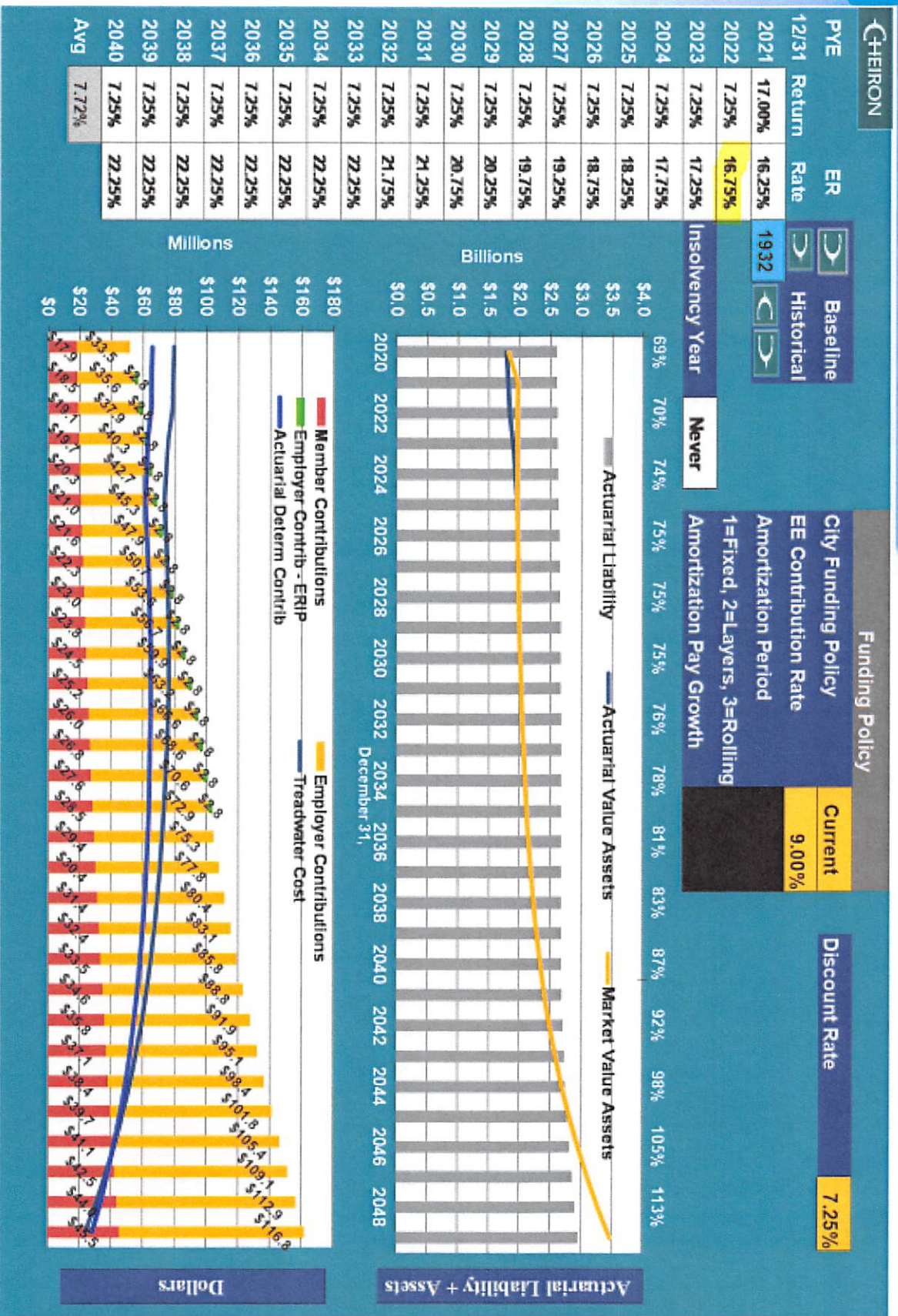
Over the past several months, the CRS Board has worked with its actuary, Cheiron, on an asset liability study. As part of this effort, Cheiron has produced a range of funding scenarios that project the impact of different actuarial assumptions including changes to the City's employer contribution rate (currently 16.25%).

At its meeting on April 7, 2022, the Board unanimously voted to recommend that the Mayor and City Council increase the City's employer contribution rate to 16.75%, an increase of 0.5%. The basis for this recommendation is the attached scenario produced by Cheiron. In this scenario, the CRS pension trust fund reaches 100% funding by 2045, as originally envisioned by the 2015 Collaborative Settlement Agreement. The scenario calls for annual increases in the employer contribution rate of 0.5% until the City's contribution rate reaches 22.25% in 2033. Each increase of 0.5% equates to approximately \$1.1mm of additional contributions (all fund sources).

At this time, the Board believes that modest incremental adjustments to the City's funding of the CRS can restore the City's pension system to full funding. Abrupt changes in the economy, however, such as protracted inflation or substantial downturns in investment returns, would require the Board to revisit this recommendation.

# CINCINNATI RETIREMENT SYSTEM

## Scenario to Fully Fund by 2045



May 11, 2022

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

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

202201153

**Subject: Emergency Ordinance: Authorizing the Implementation of the Cincinnati Building Trades Council Labor Management Agreement**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute and implement the labor management agreement between the City of Cincinnati and the Cincinnati Building Trades Council, the updated terms of which are reflected in the summary attached hereto.

This agreement provides the employees with a 5.0% wage increase (effective August 21, 2022), a 4.0% wage increase (effective August 20, 2023), and a 3.0% wage increase (effective August 18, 2024). Additionally, the agreement authorizes an increase to shift differential, with an \$0.80/hr. increase for second shift and a \$0.95/hr. increase for third shift. The agreement incorporates significant reforms in the corrective action process that creates administrative efficiencies and limits liability for the City. The parties agreed to additional operational and language changes. A summary of the agreement is attached hereto.

The reason for the emergency is the immediate need to enter into the labor and management agreement.

The Administration recommends passage of this Emergency Ordinance.

cc: Edward G. Ramsey, Human Resources Director

**EMERGENCY**

**KKF**

**- 2022**

**AUTHORIZING** the City Manager to execute and implement the labor management agreement between the City of Cincinnati and the Cincinnati Building Trades Council, the updated terms of which are reflected in the summary attached hereto.

WHEREAS, the current labor management agreement between the City of Cincinnati and the Cincinnati Building Trades Council expires on August 20, 2022; and

WHEREAS, the City and the Cincinnati Building Trades Council, through their respective negotiating teams, have reached tentative agreement on the terms of a successor agreement, the updated terms of which are reflected in the summary attached hereto; and

WHEREAS, the tentative agreement has a duration of three years beginning August 21, 2022 and expiring on August 16, 2025; and

WHEREAS, if the tentative agreement is approved, all employees in the Cincinnati Building Trades Council bargaining unit will receive a 5.0 percent increase to their base wages effective August 21, 2022, a 4.0 percent increase to their base wages effective August 20, 2023, and a 3.0 percent increase to their base wages effective August 18, 2024; and

WHEREAS, if the tentative agreement is approved, all Cincinnati Building Trades Council employees will be subject to streamlined and cost-effective disciplinary reforms; and

WHEREAS, if the tentative agreement is approved, the shift differential will be increased to \$0.80 per hour for the Cincinnati Building Trades Council employees working on second shift and \$0.95 per hour for Cincinnati Building Trades Council employees working on third shift; and

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

WHEREAS, the membership of the Cincinnati Building Trades Council bargaining unit ratified the terms of the negotiated labor management agreement on February 24, 2022; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute and implement the labor management agreement between the City of Cincinnati and the Cincinnati Building Trades

Council, the updated terms of which are reflected in the summary attached hereto.

Section 2. That the proper City officials are 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 to allow sufficient time for the City Administration and the Building Trades Council to initiate necessary planning to implement a successor labor management agreement between the City and the Cincinnati Building Trades Council to replace the agreement which expires on August 20, 2022.

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

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

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

---

## **Summary of Tentative Agreement with Cincinnati Building Trades**

### **Article 10: Hours of Work and Overtime**

- Shift differential to increase to \$0.80/hr and \$.95/hr for second and third shifts.

### **Article 16: Sick Leave**

- Expanded Medical Dental Leave to include minor children.

### **Article 30: Corrective Action**

- Streamlined the corrective action process and set “preponderance of the evidence” standard.

### **Article 31: Wages**

- 5% effective in the first year of the contract (August 21, 2022)
- 4% effective in the second year of the contract (August 20, 2023)
- 3% effective in the third year of the contract (August 18, 2024)

### **Article 34: Term of Agreement**

- 3-year agreement (August 21, 2022 to August 16, 2025)

**\*\* There were a few other articles that contained housekeeping changes.**

**The remaining articles will stay as current contract language.**



May 11, 2022

**To:** Mayor and Members of City Council **202201154**

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

**Subject: Emergency Ordinance – Parks: PRUS Construction Moral Obligation**

---

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the payment of \$69,530.63 from the capital improvement program project account no. 980x203x0000x7671x192009, “Tom Jones Commons,” and \$5,873.37 from capital improvement program project account no. 980x203x0000x7671x212000, “Park Infrastructure Rehabilitation,” as a moral obligation to PRUS Construction for services provided to the City related to the Tom Jones Commons project in Eden Park.

Approval of this Emergency Ordinance will authorize the Finance Director to make a payment of \$69,530.63 from the Cincinnati Parks capital improvement program project no. 980x203x122009, “Tom Jones Commons,” and \$5,873.37 from capital improvement program project account no. 980x203x0000x7671x212000, “Park Infrastructure Rehabilitation,” as a moral obligation to PRUS Construction for services provided to the City related to the Tom Jones Commons project in Eden Park.

PRUS Construction is the construction partner for the Tom Jones Commons project in Eden Park. The Parks Department’s Planning and Design Team approved a change order to the project in Spring of 2021. Current City policy stipulates departments must receive an approved change order request from the Office of Procurement prior to new work beginning.

Approval of this Emergency Ordinance as a moral obligation is also necessary due to City policies regarding the certification of any expenses over \$3,000. The Parks Department was reminded of these policies and is committed to receiving the proper approval and properly certifying resources in the future.

The reason for the emergency is the immediate need to make payment to PRUS Construction for the construction services that have been provided.

The Administration recommends passage of this Emergency Ordinance.

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

#### Attachment

**EMERGENCY**

**LES**

**- 2022**

**AUTHORIZING** the payment of \$69,530.63 from the capital improvement program project account no. 980x203x0000x7671x192009, “Tom Jones Commons,” and \$5,873.37 from capital improvement program project account no. 980x203x0000x7671x212000, “Park Infrastructure Rehabilitation,” as a moral obligation to PRUS Construction for services provided to the City related to the Tom Jones Commons project in Eden Park.

WHEREAS, PRUS Construction is the construction partner for the Tom Jones Commons project in Eden Park; and

WHEREAS, the Parks Department’s Planning and Design Team approved a change order to the Tom Jones Commons project in Spring 2021, and resources for the project were not properly certified prior to completion of construction; and

WHEREAS, Council desires to provide payment to PRUS Construction for the construction services rendered in an amount totaling \$75,404; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment of \$69,530.63 from the capital improvement program project account no. 980x203x0000x7671x192009, “Tom Jones Commons,” and \$5,873.37 from capital improvement program project account no. 980x203x0000x7671x212000, “Park Infrastructure Rehabilitation,” as a moral obligation to PRUS Construction for services provided to the City related to the Tom Jones Commons project in Eden Park.

Section 2. That the proper City officials are 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 make payment to PRUS Construction for the construction services that have been provided.

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

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

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

**Date:** May 6, 2022

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

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

**202201157**

**Subject: Ordinance – Amending Ordinance No. 227-2006 to correct the legal description of sale property**

---

Transmitted herewith is an ordinance captioned as follows:

**AMENDING** Ordinance No. 227-2006 to correct the legal description attached thereto and **REAUTHORIZING** the City Manager to vacate and sell the public right-of-way in the Avondale neighborhood designated as Dolores Alley to the Hamilton County Mental Health and Recovery Services Board, the successor county instrumentality and agency of the Hamilton County Alcohol and Drug Addiction Services Board, to carry out the transaction as originally intended by Ordinance No 227-2006.

The Administration recommends passage of this Ordinance.

AWG/CHM/(jdr)  
Attachment  
361937

cc: Andrew W. Garth, City Solicitor

EMERGENCY

City of Cincinnati

CHM

AWB

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

- 2022

**AMENDING** Ordinance No. 227-2006 to correct the legal description attached thereto and **REAUTHORIZING** the City Manager to vacate and sell the public right-of-way in the Avondale neighborhood designated as Dolores Alley to the Hamilton County Mental Health and Recovery Services Board, the successor county instrumentality and agency of the Hamilton County Alcohol and Drug Addiction Services Board, to carry out the transaction as originally intended by Ordinance No 227-2006.

WHEREAS, on August 2, 2006, Council approved Ordinance No. 227-2006, which authorized the City Manager to vacate and sell by quitclaim deed the public right-of-way in the Avondale neighborhood designated as Dolores Alley, as more particularly depicted on a vacation plat attached hereto as Attachment A and incorporated herein by reference (the "Property") to the Hamilton County Alcohol and Drug Addiction Services Board (the "ADAS Board"); and

WHEREAS, pursuant to a resolution adopted by the Board of County Commissioners, Hamilton County, Ohio ("Hamilton County Commissioners"), on September 13, 2006, and recorded in the Hamilton County Commissioners' Minutes Vol. 303, Image No. 11165 ("County Resolution"), the Hamilton County Commissioners dissolved the ADAS Board and created the Hamilton County Board of Alcohol, Drug Addiction, and Mental Health Services, now known as the Hamilton County Mental Health and Recovery Services Board, an instrumentality and agency of Hamilton County, Ohio (the "MHRS Board"); and

WHEREAS, Ohio Revised Code Section 723.04 calls for the City to record the original ordinance or a certified copy thereof declaring the vacation of a public street or alley in the official records of the Hamilton County Recorder; however, Section 1 of Ordinance No. 227-2006 contains scribes' errors in the legal description that render the ordinance unrecordable; and

WHEREAS, by virtue of the County Resolution and Ohio Revised Code Section 340.021, all right, title, and interest to all real property held by the ADAS Board has transferred to, and vested with, the MHRS Board following the dissolution of the ADAS Board; and

WHEREAS, the MHRS Board has now petitioned the City to correct the scribes' errors contained in Ordinance No. 227-2006 to permit the transaction to proceed as originally intended; and

WHEREAS, Council wishes to amend Ordinance No. 227-2006 to correct the legal description of the Property and to reauthorize the City Manager to convey the Property by quitclaim deed to the MHRS Board as the successor county instrumentality and agency of the ADAS Board, permitting the parties to proceed with the transaction; now, therefore,

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

Section 1. That Section 1 of Ordinance No. 227-2006 is hereby amended as follows:

Section 1. That Dolores Alley, as more particularly depicted on a vacation plat attached hereto as Attachment A and incorporated herein by reference, and more particularly described below, is no longer needed for municipal or street purposes: That Dolores Alley, belonging to the City of Cincinnati, is no longer needed for municipal or street purposes. The Alley is depicted on a plat that is on file in the office of the City Engineer, and is more particularly described as follows:

Situate in Section 14, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, State of Ohio, being all of a 15 foot unnamed Street, later called Dolores Alley, of the Burnet and Reeder's Subdivision as recorded in Plat Book 1, Pages 4 thru 7, Hamilton County Recorder's Office, and more particularly described as follows: Commencing at the ~~northeast~~ southeast corner of Martin Luther King, Jr. Drive and Highland Avenue, said point being the northwest corner of Lot 294; thence South ~~000~~ 00° 00' 53" East, 104.72 feet (105.00 feet Subdivision Plat) along said east line of Highland Avenue and the west line of said Lot 294, to the northeast corner of Highland Avenue and Dolores Alley, said point also being the southwest corner of said Lot 294 and the point of beginning; thence North 89° 52' 03" East, 245.45 feet (245.00 feet Subdivision Plat) along the north line of Dolores Alley and the south line of Lots 294 thru 303 to a point, said point being the southeast corner of Lot 303; thence along the east line of Lot 303 and the west line of Dolores Alley, North 00° 05' 49" West, 105.02 feet, (105.00 feet Subdivision Plat) to a point on the south line of Martin Luther King, Jr. Drive and the northeast corner of Lot 303; thence along the south line of Martin Luther King Jr. Drive, North 89° 47' 55" East, 15.03 feet (15.00 feet Subdivision Plat) to a point on the south line of Martin Luther King, Jr. Drive and the northwest corner of Lot 508; thence along the east line of Dolores Alley and the west lines of Lots 508 thru 511, South 00° 06' 19" East, 119.77 feet (120.00 feet Subdivision Plat) to a point; thence along the south line of Dolores Alley and the north line of the German Protestant Orphan Asylum and School Lot, South 89° 52' 03" West, 260.52 feet (260.00 feet Subdivision Plat) to a point on the east line of Highland Avenue; thence along the east line of Highland Avenue, North 00° 00' 53" West, 14.74 feet (15.00 feet Subdivision Plat), to the point of beginning.

Section 2. That existing Section 1 of Ordinance No. 227-2006 is hereby repealed.

Section 3. That Section 2 of Ordinance No. 227-2006 is hereby amended as follows:

Section 2. That the City Manager, being the officer having custody, supervision, and management of the Alley, is hereby authorized to sell it by quit-claim deed, to the Hamilton County Alcohol and Drug Addiction Services Board, or the successor county instrumentality or agency thereof, subject to any and all taxes and assessments that are a lien against it at the time of conveyance although the amounts thereof may not have been determined at that time.

Section 4. That existing Section 2 of Ordinance No. 227-2006 is hereby repealed.

Section 5. That all terms of Ordinance No. 227-2006 not amended in this ordinance remain in full force and effect.

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 close on the transaction contemplated by Ordinance 227-2006 so that the vacation and sale of Dolores Alley can proceed as originally intended.

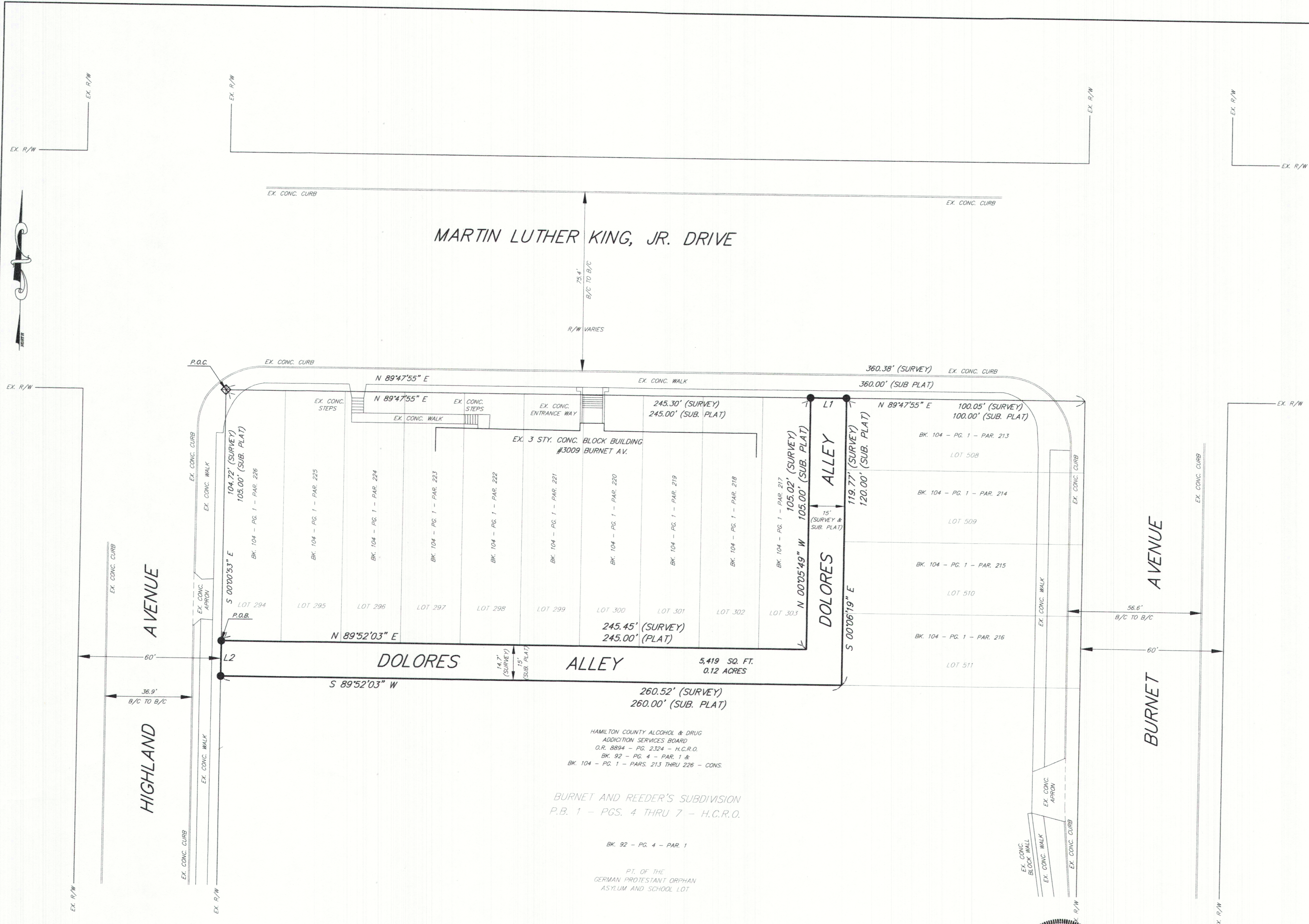
Passed: \_\_\_\_\_, 2022

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

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

\_\_\_\_\_  
Deletions are struck through. Additions are underlined.

**PLAT OF SALE**  
**for the HAMILTON COUNTY ALCOHOL &**  
**DRUG ADDICTION SERVICES BOARD**  
 AS SITUATED IN  
**SECTION 14 - TOWN. 3 - FRACTIONAL RANGE 2**  
**MILLCREEK TOWNSHIP - CITY OF CINCINNATI**  
**HAMILTON COUNTY, OHIO**  
**DOLORES ALLEY**  
**BURNET AND REEDER'S SUBDIVISION**  
**P.B. 1 - PGS. 4 THRU 7 - H.C.R.O.**



CLOSURE:  
 North: 10588.2411 East: 9999.8484  
 Line Course: N 89-52-03 E Length: 245.45  
 North: 10588.8087 East: 10245.2977  
 Line Course: N 00-05-49 W Length: 105.02  
 North: 10693.8285 East: 10245.1200  
 Line Course: N 89-47-55 E Length: 15.03  
 North: 10693.8814 East: 10260.1499  
 Line Course: S 00-06-19 E Length: 119.77  
 North: 10574.1116 East: 10260.3700  
 Line Course: S 89-52-03 W Length: 260.52  
 North: 10573.5091 East: 9999.8507  
 Line Course: N 00-00-53 W Length: 14.74  
 North: 10588.2491 East: 9999.8469  
 Perimeter: 760.53 Area: 5,419 Sq. Ft. 0.12 Acres  
 Mapcheck Closure - (Uses listed courses, radii, and deltas)  
 Error Closure: 0.0062 Course: N 10-19-38 W  
 Error North: 0.00803 East: -0.00146  
 Precision 1: 92,747.56

LEGEND:  
 CROSS NOTCH SET  
 5/8" IRON PIN SET (CAPPED)

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N 89°47'55" E	15.03' (SURVEY) 15.00' (SUB. PLAT)
L2	N 00°00'53" W	14.74' (SURVEY) 15.00' (SUB. PLAT)

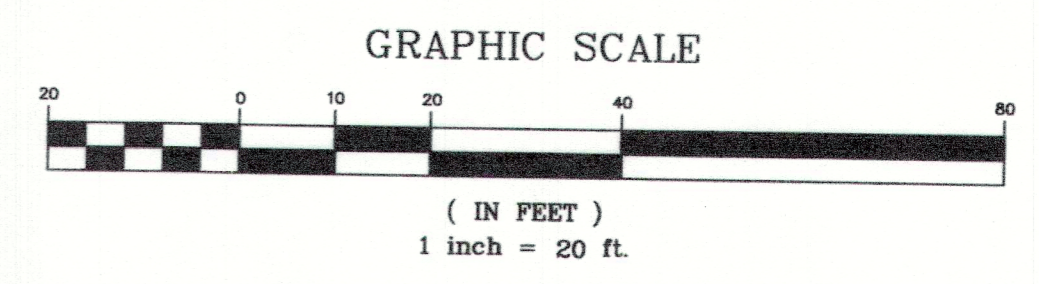
HAMILTON COUNTY ALCOHOL & DRUG  
 ADDICTION SERVICES BOARD  
 O.R. 8894 - PG. 2324 - H.C.R.O.  
 BK. 92 - PG. 4 - PAR. 1 &  
 BK. 104 - PG. 1 - PARS. 213 THRU 226 - CONS.  
 BURNET AND REEDER'S SUBDIVISION  
 P.B. 1 - PGS. 4 THRU 7 - H.C.R.O.

BK. 92 - PG. 4 - PAR. 1

PT. OF THE  
 GERMAN PROTESTANT ORPHAN  
 ASYLUM AND SCHOOL LOT



Robert E. Heidkamp  
 ROBERT E. HEIDKAMP, DEPUTY COUNTY SURVEYOR  
 REG. SURVEYOR NO. 7859 IN THE STATE OF OHIO



SURVEYOR'S NOTES:  
 NORTH DIRECTION AND BEARING SYSTEM BASED UPON  
 SURVEY OF "MARTIN LUTHER KING, JR. DRIVE"  
 IMPROVEMENT - PROJECT PARCEL: 1MO". THIS SURVEY  
 WAS DATED MARCH 1995 AND ON FILE AT THE H.C.E.O.  
 EVIDENCE OF OCCUPATION IS AS NOTED HEREON.  
 DATA SOURCES INCLUDE DOCUMENTS CITED HEREON.  
 EXISTING MONUMENTATION IS IN GOOD, USEABLE CONDITION  
 UNLESS OTHERWISE NOTED HEREON.  
 SET MONUMENTATION IS AS NOTED HEREON.

DATE: JULY 11, 2005		FILE NO.:
PROJ. NAME: BURNET AV		SCALE: 1" = 20'
DWG. NAME: BURNET1		DRAWN BY: MTR
REV:		CHECKED BY: REH
PLAT OF SALE PREPARED BY THE HAMILTON COUNTY ENGINEERS' OFFICE WILLIAM W. BRAYSHAW P.E.-P.S. HAMILTON COUNTY ENGINEER		



May 11, 2022

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

**From:** John P. Curp, Interim City Manager **202201159**

**Subject: Ordinance – Approving and Authorizing a Community Reinvestment Area Tax Exemption Agreement with EK Brown Properties LLC**

---

Attached is an Ordinance captioned:

**APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with EK Brown Properties LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 810 Plum Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 3,600 square feet of residential space consisting of 5 residential rental units at a total construction cost of approximately \$522,898.

**BACKGROUND/CURRENT CONDITIONS**

EK Brown Properties LLC plans to renovate the property located at 810 Plum Street in the Central Business District. The property is currently 40% occupied with a dental office on the first floor and office space on the upper floor. There are two additional vacant office spaces, one on the first floor and one on the second floor. EK Brown Properties LLC purchased the property in September 2019 for \$399,000.

**DEVELOPER INFORMATION**

EK Brown Properties LLC is owned by Eric Brown, a dentist who currently operates his dental business on the first floor of the project site.

**PROJECT DESCRIPTION**

EK Brown Properties LLC will complete the conversion of the larger, vacant second-floor office space to bring five (5) market-rate rental units on to the market. The residential units will include five (5) 500 square foot studio units with residential rents of approximately \$1,000 per month. Rents are naturally affordable to households making 80% of the Area Median Income based on HUD rent limits.

Total project cost is projected to be approximately \$1MM, including acquisition cost, with construction cost at \$522,898. The project is estimated to take seven (7) months to complete and is projected to support the creation of 50 temporary construction jobs with

a total annual payroll of \$210,000. The project is projected to retain four (4) full-time jobs with a total annual payroll of \$250,000. The developer intends to begin construction summer of 2022.

The proposed project is consistent with *Plan Cincinnati* (2012) within the Geographic Principle to “Focus revitalization on existing centers of activity” (p. 86). It is consistent with *Plan Cincinnati* within the Live Initiative Area’s Goals to “Create a more livable community” (p. 156) and “Provide a full spectrum of housing options, and improve housing quality and affordability” (p. 164), as well as a Strategy in the Compete Initiative Area to “Target investment to geographic areas where there is already economic activity” (p. 115). The proposed project will retain an existing business and bring residential units onto the market within the Downtown neighborhood center, an existing center of economic activity.

### **PROPOSED INCENTIVE**

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

<b>SUMMARY</b>	
<b>Incentive Value</b>	
Annual Net Incentive to Developer	\$4,663
<b>Total Term Incentive to Developer</b>	<b>\$55,958</b>
<b>City's Portion of Property Taxes Forgone</b>	<b>\$6,438</b>
<b>Potential TIF District (#3) Revenues Forgone</b>	<b>\$50,678</b>
<b>Public Benefit</b>	
CPS PILOT	
Annual CPS Pilot	\$2,959
Total Term CPS PILOT	<b>\$35,512</b>
VTICA	
Annual VTICA	\$1,345
Total Term VTICA	<b>\$16,142</b>
Income Tax (Max)	<b>\$56,205</b>
<b>Total Public Benefit (CPS PILOT/VTICA /Income Tax)</b>	<b>\$107,859</b>
Total Public Benefit ROI*	\$1.93
City's ROI*	\$1.27

\*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. Note that the property is located in the Downtown OTR West TIF District which impacts the standard City property tax calculation.

<b>PROFORMA WITHOUT ABATEMENT</b>	
Revenue	\$105,825
Operating Expenses and Reserves	\$36,789
Net Operating Income	\$69,036
Debt Service	\$61,200
Cash Flow After Debt Service	\$7,836
Cash on Cash Return	3.24%

<b>PROFORMA WITH ABATEMENT</b>	
Revenue	\$105,825
Operating Expenses and Reserves	\$31,938
Net Operating Income	\$73,887
Debt Service	\$61,200
Cash Flow After Debt Service	\$12,687
Cash on Cash Return	5.25%

Market rate of return: ~8-10%

Pursuant to the Commercial CRA policy established by City Council, this project is located within 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 twelve-year, net 52% CRA Tax Abatement based on the following criteria:

- Project underwriting revealed a low cash-on-cash rate of return for the early years of the investment.
- Net 15% Streetcar VTICA contribution totals to \$16,142
- Project will retain four full-time positions with a total annual payroll of \$250,000 and create 50 temporary construction jobs with a total annual payroll of \$210,000

### **PROJECT TEAM & TIMELINE**

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

- Assistant City Manager: William Weber
- DCED Director: Markiea L. Carter
- Project Attorney: Samantha Brandenburg

The anticipated council timeline is as follows:

- May 11, 2022: Introduction to City Council
- May 16, 2022: Budget and Finance (1)
- May 23, 2022: Budget and Finance (2)
- May 30, 2022: Budget and Finance (3)
- June 1, 2022: City Council for Final Approval

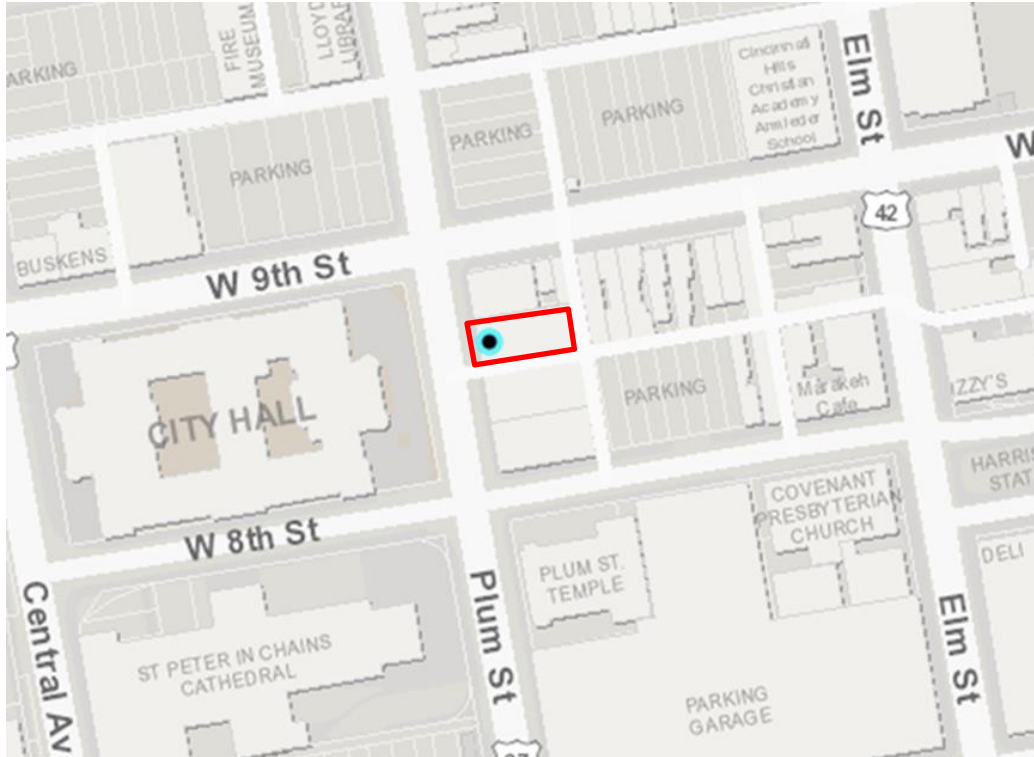
**RECOMMENDATION**

The Administration recommends approval of this Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



*Property Location*



*810 Plum Street*

City of Cincinnati

ZDS *AWB*

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

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with EK Brown Properties LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 810 Plum Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 3,600 square feet of residential space consisting of 5 residential rental units at a total construction cost of approximately \$522,898.

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, EK Brown Properties LLC (the "Company") desires to remodel an existing building into approximately 3,600 square feet of residential space consisting of 5 residential rental units on real property at 810 Plum 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 support the streetcar that specially benefits the property; and

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

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement* with EK Brown Properties 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 810 Plum Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 3,600 square feet of residential space consisting of 5 residential rental units, to be completed at a total construction cost of approximately \$522,898.

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 take effect and be in force from and after the earliest period allowed by law.

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

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

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



ATTACHMENT A

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 EK BROWN PROPERTIES 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, Ordinance No. 370-2020 passed on November 12, 2020, and Ordinance No. 24-2022 passed on February 2, 2022 (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 810 Plum 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 a 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 five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- 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, 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 support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- 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. \_\_\_\_\_-2022, passed by Cincinnati City Council on \_\_\_\_\_, 2022.
- 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 an existing building on the Property into approximately 3,600 square feet of residential space consisting of 5 residential rental units (the "Improvements") at an estimated aggregate cost \$522,898 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 or 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 (12<sup>th</sup>) year of exemption.

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

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

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

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

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

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

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

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

Section 11. Small Business Enterprise Program.<sup>1</sup>

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

---

<sup>1</sup> 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 (i) 4 full-time equivalent employees at the Property with a total annual payroll of \$250,000 (the "Retained Jobs"), and (ii) no existing employment at any other locations in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Retained by Company. The Company agrees to use its best efforts to retain the Retained Jobs in connection with the Project.

B. Jobs to be Created by Company. The Company agrees to use its best efforts to create 50 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.

C. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately \$210,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

D. 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.

E. 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 the streetcar. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

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

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

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

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

To the City:

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

To the Company:

Eric Brown  
EK Brown Properties LLC  
800 Stanton Ave  
Terrace Park, OH 45174

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

EK BROWN PROPERTIES LLC,  
**Error! Reference source not found.**

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

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

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

Printed Name: \_\_\_\_\_

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

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

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

Approved as to Form:

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

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

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

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

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

**Exhibit A to CRA Agreement**

**LEGAL DESCRIPTION OF PROPERTY**

Address: 810 Plum Street, Cincinnati, Ohio 45202  
Auditor's Parcel #: 077-0001-0030-00

**ALL THAT LOT OF GROUND SITUATED IN THE CITY OF CINCINNATI, OHIO AND DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE EAST SIDE OF PLUM STREET BETWEEN 8TH AND 9TH STREETS, DISTANT 47 FEET SOUTH FROM 9TH STREET, THENCE RUNNING EAST PARALLEL WITH 9TH STREET AND ALONG THE SOUTH LINE OF LOT NO. 215 IN JACOB BURNETT'S SUBDIVISION, 100 FEET TO AN ALLEY; THENCE SOUTH WITH THE WEST LINE OF SAID ALLEY 48 FEET TO AN ALLEY; THENCE WEST IN THE NORTH LINE OF SAID LAST MENTIONED ALLEY AND PARALLEL WITH 9TH STREET, 100 FEET TO PLUM STREET, THENCE NORTH WITH THE EAST LINE OF PLUM STREET, 48 FEET TO THE PLACE OF BEGINNING. BEING LOTS NO. 214 AND 213 IN JACOB BURNETT'S SUBDIVISION.**

---

**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 EK BROWN PROPERTIES 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, Ordinance No. 370-2020 passed on November 12, 2020, and Ordinance No. 24-2022 passed on February 2, 2022 (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 810 Plum 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 a 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 five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- 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, 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 support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- 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. \_\_\_\_\_-2022, passed by Cincinnati City Council on \_\_\_\_\_, 2022.
- 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 an existing building on the Property into approximately 3,600 square feet of residential space consisting of 5 residential rental units (the "Improvements") at an estimated aggregate cost \$522,898 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 or 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 (12<sup>th</sup>) year of exemption.

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

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

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

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

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

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

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

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

Section 11. Small Business Enterprise Program.<sup>1</sup>

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

---

<sup>1</sup> 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 (i) 4 full-time equivalent employees at the Property with a total annual payroll of \$250,000 (the "Retained Jobs"), and (ii) no existing employment at any other locations in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Retained by Company. The Company agrees to use its best efforts to retain the Retained Jobs in connection with the Project.

B. Jobs to be Created by Company. The Company agrees to use its best efforts to create 50 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.

C. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately \$210,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

D. 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.

E. 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 the streetcar. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

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

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

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

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

To the City:

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

To the Company:

Eric Brown  
EK Brown Properties LLC  
800 Stanton Ave  
Terrace Park, OH 45174

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

EK BROWN PROPERTIES LLC,  
**Error! Reference source not found.**

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

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

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

Printed Name: \_\_\_\_\_

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

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

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

Approved as to Form:

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

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

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

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

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

**Exhibit A to CRA Agreement**

LEGAL DESCRIPTION OF PROPERTY

Address: 810 Plum Street, Cincinnati, Ohio 45202  
Auditor's Parcel #: 077-0001-0030-00

ALL THAT LOT OF GROUND SITUATED IN THE CITY OF CINCINNATI, OHIO AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE OF PLUM STREET BETWEEN 8TH AND 9TH STREETS, DISTANT 47 FEET SOUTH FROM 9TH STREET, THENCE RUNNING EAST PARALLEL WITH 9TH STREET AND ALONG THE SOUTH LINE OF LOT NO. 215 IN JACOB BURNETT'S SUBDIVISION, 100 FEET TO AN ALLEY; THENCE SOUTH WITH THE WEST LINE OF SAID ALLEY 48 FEET TO AN ALLEY; THENCE WEST IN THE NORTH LINE OF SAID LAST MENTIONED ALLEY AND PARALLEL WITH 9TH STREET, 100 FEET TO PLUM STREET, THENCE NORTH WITH THE EAST LINE OF PLUM STREET, 48 FEET TO THE PLACE OF BEGINNING. BEING LOTS NO. 214 AND 213 IN JACOB BURNETT'S SUBDIVISION.

---

**Exhibit B to CRA Agreement**  
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

May 11, 2022

**To:** Mayor and Members of City Council **202201161**  
**From:** John P. Curp, Interim City Manager  
**Subject:** **ORDINANCE – CRA AGREEMENT WITH 123 E MCMICKEN AVENUE, LLC**

---

Attached is an Ordinance captioned:

**APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with 123 E. McMicken Avenue, LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 123 E. McMicken Ave in Over-the-Rhine, in connection with the remodeling of an existing building into approximately 1,530 square feet of commercial space at a total remodeling cost of approximately \$272,488.

#### **BACKGROUND/CURRENT CONDITIONS**

123 E McMicken Avenue, LLC (the “Developer”) currently owns the 142-year-old building located at 123 E. McMicken Avenue in Over-the-Rhine. Given the age of the property, it requires substantial reinvestment to bring it to market standards.

#### **DEVELOPER INFORMATION**

123 E McMicken Avenue, LLC is affiliated with OTR A.D.O.P.T. OTR A.D.O.P.T. has eleven years of experience in the preservation of historic buildings and has redeveloped properties in Over-the-Rhine and the West End. Previous projects include 1702 Central Parkway, 1620 Walnut Street, and 2013 Colerain Avenue.

#### **PROJECT DESCRIPTION**

The Developer plans to remodel the 142-year-old building into approximately 1,530 square feet of commercial space that will serve as Action Tank’s headquarters, as well as a coworking and community space for residents. The total project cost is expected to be approximately \$352,909. The project will support the creation of 1.5 Full-Time Equivalent jobs with \$46,800 in annual payroll and 2.5 temporary construction jobs with \$185,587 in annual payroll.

#### **PROPOSED INCENTIVE**

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

The exemption applies only to the increase in value of the building attributable to the project improvements.

<b>SUMMARY</b>	
<b>Incentive Value</b>	
Annual Net Incentive to Developer	\$2,219
<b>Total Term Incentive to Developer</b>	<b>\$33,282</b>
<b>City's Portion of Property Taxes Forgone</b>	<b>\$8,994</b>
<b>Public Benefit</b>	
<b>CPS PILOT</b>	
Annual CPS Pilot	\$1,408
<b>Total Term CPS PILOT</b>	<b>\$21,121</b>
<b>VTICA</b>	
Annual VTICA	\$640
<b>Total Term VTICA</b>	<b>\$9,601</b>
<b>Income Tax (Max)</b>	<b>\$46,217</b>
<b>Total Public Benefit (CPS PILOT/VTICA /Income Tax)</b>	<b>\$76,938</b>
Total Public Benefit ROI*	\$2.31
City's ROI*	\$8.55

\*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

<b>PROFORMA WITHOUT ABATEMENT</b>	
Revenue	\$31,624
Operating Expenses and Reserves	\$14,865
Net Operating Income	\$16,760
Debt Service	\$6,724
Cash Flow After Debt Service	\$10,035
Cash on Cash Return	9.50%

<b>PROFORMA WITH ABATEMENT</b>	
Revenue	\$31,624
Operating Expenses and Reserves	\$12,510
Net Operating Income	\$19,114
Debt Service	\$6,724
Cash Flow After Debt Service	\$12,389
Cash on Cash Return	11.70%

Market rate of return: ~8-10%

Pursuant to the Commercial CRA policy established by City Council, this project is located within the Streetcar VTICA Area and is therefore eligible for a 100% (net 52%), 15-year tax exemption. The project merits a fifteen-year, net 52% CRA Tax Abatement based on the following criteria:

- While the project proforma is healthy, the primary tenant to the building will be a lease with the non-profit Action Tank. DCED is recommending the incentive to limit the operating costs (including property taxes) that are passed along by the landlord to the tenant who is a nonprofit organization with limited resources.
- Net 15% Streetcar VTICA contribution totals to \$9,601
- The project will support the creation of 1.5 Full-Time Equivalent jobs with \$46,800 in annual payroll and 2.5 temporary construction jobs with \$185,587 in annual payroll.

### **PROJECT TEAM & TIMELINE**

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

- Assistant City Manager: Billy Weber (Ext. 3318)
- DCED Director: Markiea Carter (Ext. 1953)
- Project Attorneys: Samantha Brandenburg (Ext. 4704)

The anticipated Council timeline is as follows:

- May 11, 2022: Introduction to City Council
- May 16, 2022: Budget and Finance (1)
- May 23, 2022: Budget and Finance (2)
- May 30, 2022: Budget and Finance (3)
- June 1, 2022: City Council for Final Approval

### **RECOMMENDATION**

The Administration recommends approval of this Ordinance.

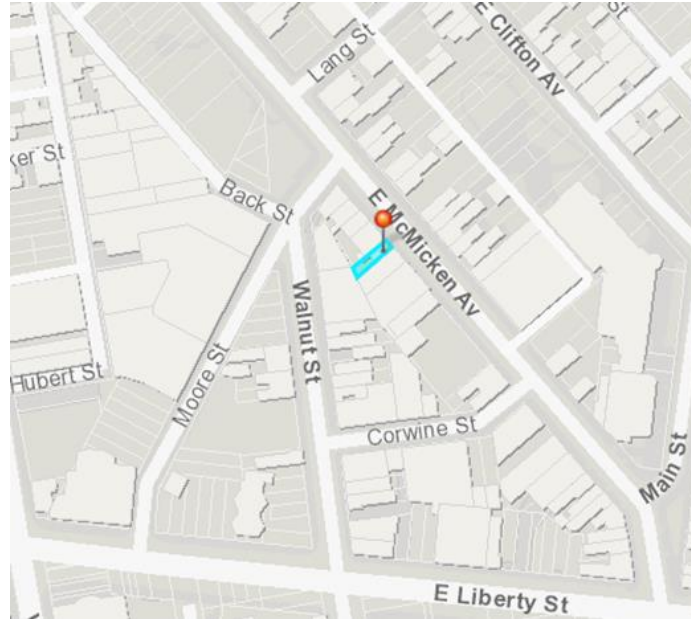
The project will bring a currently vacant building back into commercial use in Over-the-Rhine, further adding to the neighborhood's vibrancy. After 142 years, this property requires substantial reinvestment to bring it to market standards, and to enable it to contribute positively in the forthcoming decades.

Attachment: A. Property location and photographs

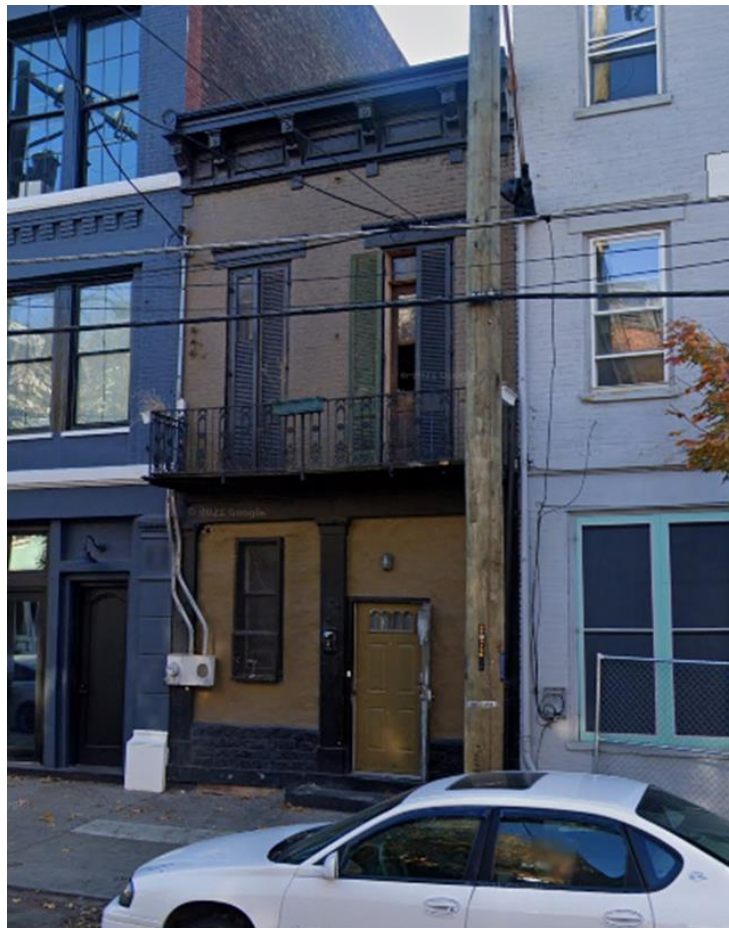
Copy: Markiea L. Carter, Director, Department of Community & Economic Development



**Attachment A: Property Location and Photographs**



*Property Location*



*123 E. McMicken Avenue*

# City of Cincinnati

ZDS *AWB*

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

-2022

**APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with 123 E McMicken Avenue, LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 123 E. McMicken Avenue in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 1,530 square feet of commercial space, at a total construction cost of approximately \$272,488.

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, 123 E McMicken Avenue, LLC (the “Company”) desires to remodel an existing building into approximately 1,530 square feet of commercial space on real property at 123 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 support the streetcar that specially benefits the property; and

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

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement* with 123 E McMicken Avenue, 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 123 E. McMicken Avenue in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 1,530 square feet of commercial space, to be completed at a total construction cost of approximately \$272,488.

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 take effect and be in force from and after the earliest period allowed by law.

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

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

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

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 123 E MCMICKEN AVENUE, 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, Ordinance No. 370-2020, passed on November 12, 2020, and Ordinance No. 24-2022, passed on February 2, 2022 (as amended, 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 123 E. 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.
- E. The Company has proposed to remodel a 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 five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- 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, 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 support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar’s enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- 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. \_\_\_\_\_-2022, passed by Cincinnati City Council on \_\_\_\_\_, 2022.

- 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 an existing building on the Property into approximately 1,530 square feet of commercial space (the "Improvements") at an estimated aggregate cost of \$272,488 to commence after the execution of this Agreement and to be completed no later than March 31, 2024 *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his or 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 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 2025 nor extend beyond the earlier of (i) tax year 2039 or (ii) the end of the fifteenth (15<sup>th</sup>) year of exemption.

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

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

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

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

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

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

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



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

Section 11. Small Business Enterprise Program.<sup>1</sup>

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, there are (i) 2 full-time equivalent employees in Cincinnati that will relocate to the Property with a total annual payroll of \$112,000 (the “Retained Jobs”), and (ii) the Company has no existing employment at any other locations in the State.

---

<sup>1</sup> 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 Retained by Company. The Company agrees to use its best efforts to retain or cause to be retained the Retained Jobs in connection with the Project.

B. Jobs to be Created by Company. The Company agrees to use its best efforts to create or cause to be created (i) 1.5 full-time equivalent permanent jobs and (ii) 2.5 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.

C. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$46,800 of additional annual payroll with respect to the full-time equivalent permanent jobs and (ii) \$185,587 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

D. 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.

E. 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 the streetcar. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

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

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

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

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

To the City:

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

To the Company:

123 E McMicken Avenue, LLC  
1311 Vine Street  
Cincinnati, Ohio 45202  
Attention: Ashley Feist

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 36. Wage Enforcement.

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

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

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

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

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative

bodies”) to release to the City’s Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City’s request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

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

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

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

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

CITY OF CINCINNATI,  
an Ohio municipal corporation

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

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

123 E MCMICKEN AVENUE, LLC,  
**Error! Reference source not found.**

By: 123 E McMicken Avenue Manager, LLC  
**Error! Reference source not found.**  
its managing member

By: \_\_\_\_\_  
Daniel Klingler, Manager

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

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

Approved as to Form:

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

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

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

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

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



**Exhibit A to CRA Agreement**

**LEGAL DESCRIPTION OF PROPERTY**

Address: 123 E. McMicken Avenue, Cincinnati, Ohio 45202  
Auditor's Parcel No.: 094-0007-0221-00

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

**That certain lot being Fourteen (14) feet and Ten (10) inches off the Northerly side of Lot Number One Hundred and Sixty-four (164) on the plat on Hugh Moore's Subdivision, made under order of partition of the Superior Court of Cincinnati in the year, 1918, said Lot One Hundred Sixty-Four (164) fronting Twenty (20) feet on the Southeasterly side of the Hamilton Road back to the rear line of the lots fronting on Walnut Street.**

**Subject to rights of access and maintenance obligations benefitting the contiguous property known as 125 East McMicken Avenue as contained in a deed recorded in Official Record Volume 5969, Page 1023, Hamilton County, Ohio Records.**

**094-0007-0221-00**

**Exhibit B to CRA Agreement**  
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED