



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Budget and Finance Committee

Chairperson Reggie Harris
Vice Chair Jeff Cramerding
Councilmember Mark Jeffreys
Councilmember Scotty Johnson
Vice Mayor Jan-Michele Kearney
Councilmember Liz Keating
Councilmember Meeka Owens
Councilmember Seth Walsh
President Pro Tem Victoria Parks

Monday, May 8, 2023

1:00 PM

Council Chambers, Room 300

AGENDA

COMMUNITY REINVESTMENT AREA AGREEMENTS

1. [202301235](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/26/2023, **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with MCA Center, LLC, an affiliate of Model Group, Inc., thereby authorizing a fifteen-year tax exemption for 100% of the value of improvements made to real property located at 414 Walnut Street and 115 Fifth Street in the Central Business District of Cincinnati, in connection with the remodeling of two existing buildings into mixed-use space containing, in aggregate, approximately 47,103 square feet of commercial space, approximately 27,826 square feet of office space, and approximately 124,302 square feet of residential space, consisting of approximately 156 residential units, at a total construction cost of approximately \$52,700,523. (Subject to the [Temporary Prohibition List](#) <<https://www.cincinnati-oh.gov/law/ethics/city-business>>)

Sponsors: City Manager

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

2. [202301246](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 4/26/2023, **APPROVING AND AUTHORIZING** the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Findlay Parkside, LLC, an affiliate of The Model Group, Inc., thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1804 Vine Street, 31 E. McMicken Avenue, 1812-1816 Vine Street, 1822 Vine Street, 29 E. McMicken Avenue, 118 Findlay Street, 1720 Elm Street, and 116 W. Elder Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the

remodeling of existing buildings into a mixed-use development consisting of, in aggregate, approximately 16,456 square feet of commercial space and approximately 31,403 square feet of residential space, comprised of approximately 51 residential rental units, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling cost of approximately \$15,710,420. (Subject to the [Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>](https://www.cincinnati-oh.gov/law/ethics/city-business))

Sponsors: City Manager

Attachments: [Transmittal](#)

[Ordinance](#)

[Attachment](#)

3. [202301299](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/3/2023, **APPROVING, AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Allez Bar & Bakery, LLC, thereby authorizing a fifteen-year tax exemption for one hundred percent of the value of improvements made to real property located at 6012 Madison Road in the Madisonville neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 5,056 square feet of commercial space, at a total construction cost of approximately \$1,600,000.

Sponsors: City Manager

Attachments: [Transmittal](#)

[Ordinance](#)

[Attachment](#)

GRANTS AND DONATIONS

4. [202301291](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/3/2023, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency, FY 2023 Port Security Grant Program (ALN 97.056), in an amount of up to \$134,983 to support the Cincinnati Police Department's Marine Unit Emergency Response and the Port of Cincinnati Ohio River Surveillance Camera Network and up to \$262,500 to support the Cincinnati Fire Department's Fire Boat Refurbishment Project; and **AUTHORIZING** the Director of Finance to deposit the grant funds in an amount up to \$134,983 for the Police Department into Law Enforcement Grant Fund 368x8553, Project Account No. 23PORT, and to deposit the grant funds in an amount up to \$262,500 for the Fire Department into Fire Grant Fund 472x8542.

Sponsors: City Manager

Attachments: [Transmittal](#)

[Ordinance](#)

5. [202301297](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager,

on 5/3/2023, **ESTABLISHING** new capital improvement program project account no. 980x232x232311, "Transportation Safety Action Plan Grant," to provide grant resources to conduct a transportation safety action plan ("TSAP") to prevent deaths and serious injuries on City of Cincinnati roadways; **AUTHORIZING** the City Manager to accept and appropriate a grant in an amount of up to \$250,000 from the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) Grant Program (ALN 20.939) to newly established capital improvement program project account no. 980x232x232311, "Transportation Safety Action Plan Grant," to conduct a TSAP to prevent deaths and serious injuries on City of Cincinnati roadways; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

Sponsors: City Manager

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

6. [202301304](#) **ORDINANCE**, submitted by Councilmember Owens, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the City Manager and the employees of the Office of Councilmember Owens to solicit and accept donations of money, in-kind contributions, and other things of value from the Cincinnati business community, individual benefactors, and other available sources to host Social Service Day; and **AUTHORIZING** the Director of Finance to deposit funds donated to the City of Cincinnati for Social Service Day into Fund No. 314, "Special Events."

Sponsors: Owens

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

PAYMENTS

7. [202301292](#) **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 5/3/2023, **Authorizing** the payment of \$5,200 from the Cincinnati Police Department Law Enforcement Grant Fund non-personnel operating budget account no. 368x227x4200x7289x22WELL as a moral obligation to E-S Press, Inc. for outstanding charges for a guest speaker at the Emotional Survival for Law Enforcement as a part of the Mental Health America training course in January 2023.

Sponsors: City Manager

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

ASSESSMENTS

8. [202301293](#) **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 5/3/2023, **LEVYING** assessments for unpaid costs incurred by the City in making emergency repairs to sidewalks, sidewalk areas, curbs, and gutters at various

locations in the City through the City of Cincinnati's Sidewalk Safety Program, in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169.

Sponsors: City Manager

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

REPORTS

9. [202301285](#) **REPORT**, dated 5/3/2023, submitted Sheryl M. M. Long, City Manager, regarding the Department of Finance Reports for the Month Ended March 31, 2023.

Sponsors: City Manager

Attachments: [Report](#)
[Attachment I](#)
[Attachment II](#)

ADJOURNMENT

April 26, 2023

To: Mayor and Members of City Council

202301235

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Approving and Authorizing a CRA Tax Abatement with MCA Center, LLC

Attached is an Emergency Ordinance captioned:

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with MCA Center, LLC, an affiliate of Model Group, Inc., thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 414 Walnut Street and 115 Fifth Street in the Central Business District of Cincinnati, in connection with the remodeling of two existing buildings into mixed-use space containing, in aggregate, approximately 47,103 square feet of commercial space, approximately 27,826 square feet of office space, and approximately 124,302 square feet of residential space, consisting of approximately 156 residential units, at a total construction cost of approximately \$52,700,523.

BACKGROUND/CURRENT CONDITIONS

MCA Center, LLC will be renovating the office buildings located at 414 Walnut Street and 115 Fifth Street in the Central Business District neighborhood of Cincinnati. 414 Walnut Street is home to the Mercantile Library. This project will transform the mostly vacant buildings into 156 apartment units (124,302 square feet of residential space), 47,103 square feet of commercial space and 27,826 square feet of office space, as well as the expansion of the Mercantile Library.

DEVELOPER INFORMATION

MCA Center, LLC is affiliated with The Model Group, who has developed more than \$750 Million in real estate, including over 400 historic properties in Ohio. This includes a diverse mix of market rate and affordable residential, as well as commercial real estate. TMG has extensive experience working with multiple funding sources, routinely layering them together in complex financing structures to maximize the impact of scarce resources and get challenging projects completed.

RECOMMENDATION

The Administration recommends approval of this Ordinance.

CRA Tax Abatement

Common Ground Community Development, LLC Page 2 of 4

Attachment: Project Outline

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

Project Outline

<u>Project Description Details</u>	<u>Explanation</u>
Project Name	Mercantile Library Redevelopment
Street Address	414 Walnut Street 115 Fifth Street
Property Condition	Office buildings currently sit mostly vacant; The Mercantile Library is in 414 Walnut Street.
Neighborhood	Central Business District
Incentive Application Process	Commercial CRA – Streetcar (Non-LEED)
Recent or other projects by Developer	Findlay Market Square
Approval at planning commission/Neighborhood support	Downtown Residents Council has submitted a letter of support
Plan Cincinnati Goals	Achieves the Compete Initiative Area Goal 2 (pages 114-120) and Sustain Initiative Area Goal 2 (pages 193-198) of Plan Cincinnati

Project Image



<u>Incentive Summary Category</u>	<u>Explanation</u>
Abatement Term and amount	15-year, net 59.5%
Construction Cost & Private investment committed	\$52,700,523 in hard construction costs, \$23,878,311 in soft costs; Developer has received a construction loan for up to \$33,000,000.
Sq. Footage by Use	124,302 – residential 47,103 – commercial 27,826 – office
Number of units and rental ranges	156 residential units Ranging from \$1,350/month- \$4,800/month
Jobs created/retained and payroll (living wage)	Projected to create 72 FTE positions at \$2,546,600 in annual payroll (avg. of \$35,369 annually per job)
“But For”	This project would not proceed without an abatement; the developer would lose money on the project post-construction with their projected ROI
Cash on Cash Return for developer (Market return between 8-12%, depends on investment risk)	Without Abatement: Year 5: -1.88% (stabilized vacancy) With Abatement: Year 5: 2.6% (stabilized vacancy)
LEED or other environmental build	Non-LEED
Neighborhood VTICA	Streetcar VTICA – 7.5%, with payments beginning in year 10 of the agreement.
Total Public Benefit (Benefits Realized vs Taxes Forgone)	\$4.65 of new CPS/VTICA/Income taxes for each \$1 forgone
Projected Income Tax Revenue	\$3,374,333
MBE/WBE Goals	N/A
Transit Access/Walkability	Sits along Streetcar line near Fountain Square stop, one block from METRO’s Government Square hub 96 Walk Score
Geography	Located in an Opportunity Zone
Historic Preservation/Existing Building Renovation	This project will renovate two largely vacant office buildings and bring them back into use, as well as result in the expansion of the historic Mercantile Library.
Public Infrastructure Improvements	N/A

Rent	Affordable to Salary	City Jobs (Min Salary exceeds affordable salary)
\$1350.00	\$53,520	Building And Ground Maintenance Crew Leader, Assistant Parking Services Supervisor, Building and Grounds Crew Leader, Automotive Street Cleaning Equipment Operator
\$4,800.00	\$192,000	Director Level and Higher

AMI	1	2	3	4	5	6	7	8
30%	\$20,100	\$22,950	\$25,800	\$28,650	\$32,470	\$37,190	\$49,910	\$46,360
50%	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$49,250	\$63,050
60%	\$40,140	\$45,840	\$51,600	\$57,300	\$61,920	\$66,480	\$59,100	\$75,660
80%	\$53,520	\$61,120	\$68,800	\$76,400	\$82,560	\$88,640	\$78,800	\$100,880

EMERGENCY

ZDS

- 2023

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement* with MCA Center LLC, an affiliate of The Model Group, Inc., thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 414 Walnut Street and 115 Fifth Street in the Central Business District of Cincinnati, in connection with the remodeling of two existing buildings into mixed-use space containing, in aggregate, approximately 47,103 square feet of commercial space, approximately 27,826 square feet of office space, and approximately 124,302 square feet of residential space, consisting of approximately 156 residential rental units, at a total construction cost of approximately \$52,700,523.

WHEREAS, to encourage the development of real property and the acquisition of personal property, Council, 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 (“R.C.”) Sections 3735.65 through 3735.70 (the “Statute”); and

WHEREAS, Ordinance No. 275-2017 passed by Council on September 27, 2017, as amended by Ordinance No. 339-2018, passed by Council on October 31, 2018, 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, MCA Center LLC (the “Company”) desires to remodel two existing buildings on real property at 414 Walnut Street and 115 Fifth Street located within the corporate boundaries of the City of Cincinnati into mixed-use space containing, in aggregate, approximately 47,103 square feet of commercial space, approximately 27,826 square feet of office space, and approximately 124,302 square feet of residential space, consisting of approximately 156 residential rental units (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 percent 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 percent of the exempt real property taxes; and

WHEREAS, the City of Cincinnati’s Department of Community and Economic Development estimates that the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately \$605,552; 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 7.5 percent of the exempt real property taxes for years ten through fifteen of the exemption, 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 R.C. 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 MCA Center LLC (the “Agreement”), thereby authorizing a fifteen-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 414 Walnut Street and 115 Fifth Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of two existing buildings into mixed-use space containing, in aggregate, approximately 47,103 square feet of commercial space, approximately 27,826 square feet of office space, and approximately 124,302 square feet of residential space, consisting of approximately 156 residential rental units, to be completed at a total construction cost of approximately \$52,700,523.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City of Cincinnati (the “City”) in substantially the form of Attachment A to this ordinance; and
- (ii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Department of Development, in accordance with Ohio Revised Code Section 3735.672, and to the Board of Education of the Cincinnati City School District, as necessary; and
- (iii) to take all necessary and proper actions to fulfill the City’s obligations under the Agreement.

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

Passed: _____, 2023

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 MCA CENTER LLC, an Ohio limited liability company (the "Company"), an affiliate of The Model Group, Inc.

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 414 Walnut Street and 115 Fifth 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 two buildings located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project.
- 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, and has remitted with the Application the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City.
- 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 three (3) 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, 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. Notwithstanding the foregoing, the Company is willing to make a 7.5% VTICA contribution (the "VTICA Contribution") for years 10 through 15 of the exemption period, and the Department of Community and Economic Development believes that, on balance, the Project merits the assistance described in this Agreement because of the financial constraints of the Project, the value of the VTICA Contribution, the scale and significance of the investment in the Property and the transformative nature of the Project, the job and payroll creation in connection with the Project, and the impact that a continuous 15% contribution would have on the Project's feasibility.

- Q. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the term of the abatement beginning in the 10th year of exemption.
- S. This Agreement has been authorized by Ordinance No. _____-2023, passed by Cincinnati City Council on _____, 2023.
- T. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel two existing buildings on the Property into mixed-use space containing, in aggregate, approximately 47,103 square feet of commercial space, approximately 27,826 square feet of office space, and approximately 124,302 square feet of residential space, consisting of approximately 156 residential rental units (collectively, the "Improvements") at an estimated aggregate cost of Fifty-Two Million Seven Hundred Thousand Five Hundred Twenty-Three Dollars (\$52,700,523) to commence after the execution of this Agreement and to be completed no later than December 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 (15th) year of exemption.

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

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

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(B)(3), 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(B)(4), 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 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(B), 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(B), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

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

Section 11. Small Business Enterprise Program.¹

A. Compliance with Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"), which includes SBEs owned by minorities and women ("MBEs" and "WBEs", respectively, as used within CMC Chapter 324, and collectively with SBEs, "Certified Firms"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve (i) the City's goal of voluntarily meeting thirty percent (30%) SBE participation, and (ii) a sub-goal, being the Company's Project-specific voluntary commitment, of meeting the City's economic inclusion program goals to achieve a standard of no less than: fifteen percent (15%) MBE participation; and fifteen percent (15%) WBE participation. A list of SBEs, MBEs, and WBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE, MBE, or WBE. The Company shall comply with the provisions of CMC Chapters 323 and 324, including without limitation taking at least the following affirmative steps:

- (i) Including qualified Certified Firms on solicitation lists.
- (ii) Assuring that Certified Firms are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to Certified Firms to provide services, to supply materials, or to bid on construction contracts, as applicable.
- (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum Certified Firm participation.

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

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

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

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

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

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, there are (i) 182 full-time equivalent employees at the Property with a total annual payroll of \$8,190,000 (the "Retained Jobs"), and (ii) the Company has 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 (i) 72 full-time equivalent permanent jobs, and (ii) 1,101 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) \$2,546,600 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$15,848,351 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(B), 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(B)(5) 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 (C) 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(C) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(B)(7), 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 (C) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (C) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62, 5709.63, or 5709.632 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. 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(C), 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 three (3) 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(C).

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:

MCA Center LLC
Attn: Jason Chamlee
1826 Race Street
Cincinnati, OH 45202

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

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

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

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

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

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

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

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(B)(6), 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, 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

MCA CENTER LLC,
an Ohio limited liability company

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

By: _____

Date: _____, 2023

Printed Name: _____

Title: _____

Date: _____, 2023

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

PARCEL ONE:

Auditor's Parcel No.: 081-0003-0126-00

Situate in Section 18, Town 4, Fractional Range 1, Miami Purchase, Cincinnati Township, in the City of Cincinnati, Hamilton County, Ohio, being part of In Lots 139 and 140 of said city and being more particularly described as follows: Beginning at a point in the east line of Walnut Street (a 66 foot street) which is North 16° 11' West, 51.33 feet from the north line of Fourth Street (a 66 foot street); thence North 16 deg. 11' West, along the east line of Walnut Street, 148.47 feet to the south line of Mercantile Place; thence North 74° 03' 30" East, along the south line of Mercantile Place, 110.13 feet to the westerly line of the land described in Registered Land Certificate of Title 62144; thence along the westerly line of said Registered Land, South 16° 13' East 60.17 feet, South 74° 03' 30" West 10 feet, South 16° 13' East 76.46 feet, North 74° 00' East 0.73 feet and South 16° 13' East 11.73 feet; and thence South 74° 00' West 100.95 feet to the place of beginning. ~~Being the same premises described in Registered Land Certificate of Title No. 170856.~~

PARCEL TWO:

Auditor's Parcel No.: 083-0001-0141-00

Situate, lying and being in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio and being all of Lots 12 through 15 and part of Lot 11 of Hamilton County Subdivision as recorded in Deed Book V-2, Page 417, Hamilton County Recorder's Office, and also being part of In Lots 139 and 140 of the In Lots as recorded in Deed Book E-2, Pages 62 to 66, Hamilton County Recorder's Office and also being all of Tract B (a fee simple estate), all of Tract C (a fee simple estate) and all of Tract E (a fee simple estate) and also being part of Tract A (a fee simple estate) and part of Tract D (a fee simple estate) of Registered Land Certificate No. 78982 (City of Cincinnati) which is recorded in Hamilton County, Ohio Registered Land Records, and also being all of Traction Place (a 10 foot alley), and also being part of Mercantile Place (an 18 foot street), and being more particularly described as follows:

Beginning at the intersection of the south line of Fifth Street (a 130 foot street) and the west line of Traction Place (a 10 foot alley); thence North $81^{\circ} 08' 30''$ East along the south line of Fifth Street 112.70 feet to the west line of Tract B-2, Parcel 2 (Federal Reserve Bank); thence South $9^{\circ} 23' 30''$ East along the west line of Tract B-2, Parcel 2, and the west line of Tract B-2, Parcel 1 (Federal Reserve Bank) 334.83 feet to a point in the north line of Fourth Street (said point being 225.00 feet westwardly from the northwest corner of Fourth Street and Main

Street (a 66 foot street); thence South $81^{\circ} 04' 50''$ West along the north line of Fourth Street 172.52 feet to the east line of Walnut Street (a 66 foot street); thence North $9^{\circ} 06' 00''$ West along the east line of Walnut Street 51.33 feet to the south line of the property presently owned by the Cincinnati College, an Ohio corporation, thence North $81^{\circ} 04' 50''$ East along said south line and 51.33 feet north of and parallel to the north line of Fourth Street 100.95 feet to the west line of Tract C of Registered Land Certificate No. 78982; thence North $9^{\circ} 08' 10''$ West along said west line 11.73 feet to the south line of Tract E of Registered Land Certificate No. 78982; thence South $81^{\circ} 04' 50''$ West along said south line 0.73 feet to the west line of said Tract E; thence North $9^{\circ} 08' 10''$ West along said west line 76.46 feet to the north line of said Tract E; thence North $81^{\circ} 08' 20''$ East along said north line 10.00 feet to a point in the west line of Tract C of Registered Land Certificate No. 78982; thence North $9^{\circ} 08' 10''$ West along said west line and the west line extended northwardly 75.17 feet to a point 15 feet north of the south line of Mercantile Place (an 18 foot street); thence South $81^{\circ} 08' 30''$ West along a line 15 feet north of and parallel to the south line of Mercantile Place 51.99 feet to the west line of Traction Place; thence North $9^{\circ} 06' 00''$ West along the west line of Traction Place 120.20 feet to the south line of Fifth Street and the Place of Beginning and containing 33,378 square feet, more or less.

Included in the above described Tract are the following parcels of land registered under Registered Land Certificate Nos. 177272 and 177273:

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

Tract A

Beginning at a point in the north line of Fourth Street (a 66 foot street) a distance of 225.22 feet - westwardly from the northwest corner of Fourth Street and Main Street (a 66 foot street); thence North $16^{\circ} 27'$ West a distance of 63.00 feet; thence South 74° West a distance of 11.72 feet; thence South 16° East a distance of 63.00 feet to the north line of Fourth Street; thence North 74° East along the north line of Fourth Street a distance of 12.24 feet to the Place of Beginning.

Tract B

Beginning at a point in the north line of Fourth Street (a 66 foot street) a distance of 237.46 feet westwardly from the northwest corner of Fourth Street and Main Street (a 66 foot street); thence North 16° West a distance of 63.00 feet; thence South 74° West a distance of 21.50 feet; thence South 16° East a distance of 63.00 feet to the north line of Fourth Street; thence North 74° East along the north line of Fourth Street a distance of 21.50 feet to the Place of Beginning.

Tract C

Beginning at a point in the North line of Fourth Street (a 66 foot street) a distance of 258.96 feet westwardly from the northwest corner of Fourth Street and Main Street (a 66 foot street); thence North $16^{\circ} 00'$ a distance of 90 feet; thence North 74° East a distance of 7.14 feet; thence 16° West a distance of 26.31 feet; thence South 74° West a distance of 23.86 feet; thence North 16° West a distance of 83.19 feet to the north line of said Registered Land; thence South $74^{\circ} 03' 30''$ West along the north line of said Registered Land, a distance of 12.55 feet; thence South $16^{\circ} 13'$ East a distance of 136.45 feet; thence South 74° West a distance of 9.27 feet; thence South $16^{\circ} 13'$ East a distance of 63.06 feet to a point in the north line of Fourth Street and thence North 74° East along the north line of Fourth Street, a distance of 37.79 feet to the Place of Beginning.

Tract D

From a point in the north line of Fourth Street (a 66 foot street) which is 258.96 feet westwardly from the northwest corner of Fourth Street and Main Street (a 66 foot street); measure North 16° West a distance of 63.00 feet to the Place of Beginning; thence North 74° East a distance of 33.22 feet; thence North $16^{\circ} 28' 20''$ West a distance of 136.46 feet to the north line of said Registered Land; thence South $74^{\circ} 03' 30''$ West along the north line of said Registered Land a distance of 48.82 feet; thence South 16° East a distance of 83.19 feet; thence North 74° East a distance of 23.86 feet; thence South 16° East a distance of 26.31 feet; thence South 74° West a distance of 7.14 feet; thence South 16° East a distance of 27.00 feet to the Place of Beginning.

Tract E

From a point in the north line of Fourth Street (a 66 foot street) which is South 74° West a distance of 296.75 feet from the northwest corner of Fourth Street and Main Street (a 66 foot street); measure North $16^{\circ} 13'$ West a distance of 63.06 feet to the Place of Beginning; thence North 74° East a distance of 9.27 feet; thence North $16^{\circ} 13'$ West a distance of 76.45 feet; thence South $74^{\circ} 03' 30''$ West a distance of 10 feet; thence South $16^{\circ} 13'$ East a distance of 76.46 feet; thence North 74° East a distance of 0.73 feet to the Place of Beginning.

PARCEL THREE:

Auditor's Parcel No.: 083-0001-0257-00

Beginning at the intersection of the east line of Walnut Street (a 66 foot street) and the south line of Mercantile Place (a 15 foot alley), thence North $81^{\circ} 08' 30''$ East, along the south line of said Mercantile Place, a distance of 110.14 feet to the westerly line of that part of Mercantile Place vacated by Ordinance 345-1968, City of Cincinnati; thence North $9^{\circ} 08' 10''$ West along the westerly line of said vacated Mercantile Place, a distance of 15 feet; thence South $81^{\circ} 08' 30''$ West, along the northerly line of said Mercantile Place, as narrowed, and the North line of Mercantile Place a distance of 110.13 feet to the east line of said Walnut Street; thence South $9^{\circ} 06''$ East, along the east line of said Walnut Street, a distance of 15 feet to the place of beginning.

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

April 26, 2023

To: Mayor and Members of City Council

202301246

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Approving and Authorizing a Community Reinvestment Area Tax Exemption Agreement with Findlay Parkside, LLC

Attached is an Emergency Ordinance captioned:

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Findlay Parkside, LLC, an affiliate of The Model Group, Inc., thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1804 Vine Street, 31 E. McMicken Avenue, 1812-1816 Vine Street, 1822 Vine Street, 29 E. McMicken Avenue, 118 Findlay Street, 1720 Elm Street, and 116 W. Elder Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of existing buildings into a mixed-use development consisting of, in aggregate, approximately 16,456 square feet of commercial space and approximately 31,403 square feet of residential space, comprised of approximately 51 residential rental units, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling cost of approximately \$15,710,420.

BACKGROUND/CURRENT CONDITIONS

In March 2023, The Model Group (TMG) (the “Developer”) completed their applications for financial assistance for the project called Findlay Parkside. This application included properties that had already received a Commercial CRA tax abatement from the City under the name “Findlay Exchange” approved by Council Ordinance 374-2022. Findlay Parkside, LLC, an affiliate of TMG, plans to rehabilitate ten (10) historic, mixed-use buildings at 1804 Vine, 31 E McMicken, 1812 Vine, 1814 Vine, 1816 Vine, 1822 Vine, 29 E McMicken, 118 Findlay, 1720 Elm, and 116 W Elder in the Over-the-Rhine neighborhood.

The Developer holds title to all parcels for the Findlay Parkside project. The City sold 116 W Elder Street to Nassau Avenue Investments, LLC (another affiliate of the Developer) in 2021 for \$1. The buildings are 97% vacant and contain apartment units and commercial storefronts.

DEVELOPER INFORMATION

This project is being developed by Findlay Parkside, LLC, an affiliate of the Developer. The Developer has developed more than \$750 million in real estate, including over 400 historic properties in Ohio. This includes a mix of market rate and affordable residential, as well as commercial real estate. Previous mixed-use projects include Willkommen (OTR), Broadway Square (Pendleton), Paramount Square (Walnut Hills), and Market Square Phases I-III (OTR).

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. This Ordinance is an emergency in nature because the Developer has an April financial closing deadline, particularly for the New Market Tax Credits.

Attachment: Project Outline

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

Project Outline

<u>Project Description Details</u>	<u>Explanation</u>
Project Name	Findlay Parkside
Street Address	1804 Vine, 31 E McMicken, 1812 Vine, 1814 Vine, 1816 Vine, 1822 Vine, 29 E McMicken, 118 Findlay, 1720 Elm, and 116 W Elder
Property Condition	Ten (10) historic buildings are 97% vacant and contain apartments units and commercial storefronts. Eckerlin Meats currently occupies part of the first floor of 116 W Elder and will remain post-construction. The City sold 116 W Elder Street to Nassau Avenue Investments, LLC (another affiliate of TMG) in 2021 for \$1. Developer holds title to all properties.
Neighborhood	Over-the-Rhine
Incentive Application Process	Commercial CRA – Downtown Streetcar Area (LEED)
Recent or other projects by Developer	Wilkommen, Broadway Square, Paramount Launch, Griffon Apartments, Peebles Apartments
Approval at planning commission/Neighborhood support	Planning Commission N/A Developer has received more than 15 letters of support to-date from area businesses and organizations.
Plan Cincinnati Goals	Achieves the Compete Initiative Area Goal 2 (pages 114-120), Live Initiative Area Goals 2 and 3 (pages 156-177) and Sustain Initiative Area Goal 2 (pages 193-198) of <i>Plan Cincinnati</i> (2012)

Project Images



1804 Vine Street and 31 E McMicken Avenue from Vine Street



1812-1816 Vine Street from Vine Street



1822 Vine Street from Vine Street



1804-1816 Vine Street, 29-31 E McMicken Avenue from E McMicken Avenue



118 Findlay Street, 1720 Elm Street, 116 W Elder Street

<u>Incentive Summary Category</u>	<u>Explanation</u>
Abatement Term and amount	15-year, net 52%
Construction Cost & Private investment committed	\$15,710,420 in hard construction costs, \$2,715,200 in acquisition costs, \$7,331,736 in soft costs, and \$2,680,880 in developer fee; Developer will utilize New Market Tax Credits, State and Federal Historic Tax Credits as well as senior debt. Developer is also committing up to \$4,467,681 in sponsor and investor equity, including the entire \$2,680,880 developer fee.
Sq. Footage by Use	16,456 sf – commercial, 31,403 sf – residential (net sf)
Number of units and rental ranges	51 (25 studios, 20 1-BR, 6 2-BR), \$800-\$1,500, the Developer is proposing to keep 51% of the units affordable to households at 80% AMI
Jobs created/retained and payroll (living wage)	Projected to retain 5 FTE at \$150,000 in annual payroll and create 48 FTE positions at \$1,080,000 in annual payroll (avg. of \$23,207.55 annually per job)
“But For”	This project would not proceed without an abatement; the developer would lose money on the project for at least 15 years post-construction with their projected ROI
Cash on Cash Return for developer (Market return between 8-12%, depends on investment risk)	Without Abatement: Year 5: -2% (stabilized vacancy) With Abatement: Year 5: 1% (stabilized vacancy)
LEED or other environmental build	LEED Silver
Neighborhood VTICA	Streetcar VTICA – 15%
Total Public Benefit (Benefits Realized vs Taxes Forgone)	\$1.17 of new CPS/VTICA/Income taxes for each \$1 forgone
Projected Income Tax Revenue	\$431,892
MBE/WBE Goals	SBE Goal of 30%
Transit Access/Walkability	All or part of the Project sits along or within walking distance of the 6, 16, 17, 19, 20, 21, 24, 46, 49, 64, 67, 78 and Metro Plus bus routes and Streetcar route; also located in or within walking distance of Findlay Market, Washington Park, the OTR Vine Street Business District, and the OTR Main Street Business District

Geography	Located in Opportunity Zones and the OTR-West End Neighborhood Revitalization Strategy Area
Historic Preservation/Existing Building Renovation	This project will renovate ten (10) historic buildings, preserving and reactivating them for future use
Public Infrastructure Improvements	N/A

Rent	Affordable to Salary	City Jobs (Min Salary exceeds affordable salary)
\$800.00	\$32,000.00	Health Caseworker, Video Production Specialist, Lifeguard, Pool Monitor, Community Center Director 2
\$1,500.00	\$60,000.00	Permit Technician 3, Industrial Waste Inspector, Law Enforcement Instructor, Building Inspector 1, Optician

AMI	1	2	3	4	5	6	7	8
30%	\$20,100	\$22,950	\$25,800	\$28,650	\$32,470	\$37,190	\$49,910	\$46,360
50%	\$33,450	\$38,200	\$43,000	\$47,750	\$51,600	\$55,400	\$49,250	\$63,050
60%	\$40,140	\$45,840	\$51,600	\$57,300	\$61,920	\$66,480	\$59,100	\$75,660
80%	\$53,520	\$61,120	\$68,800	\$76,400	\$82,560	\$88,640	\$78,800	\$100,880

EMERGENCY

SSB

- 2023

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Findlay Parkside, LLC, an affiliate of The Model Group, Inc., thereby authorizing a fifteen-year tax exemption for 100 percent of the value of improvements made to real property located at 1804 Vine Street, 31 E. McMicken Avenue, 1812-1816 Vine Street, 1822 Vine Street, 29 E. McMicken Avenue, 118 Findlay Street, 1720 Elm Street, and 116 W. Elder Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of existing buildings into a mixed-use development consisting of, in aggregate, approximately 16,456 square feet of commercial space and approximately 31,403 square feet of residential space, comprised of approximately 51 residential rental units, which remodeling shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling cost of approximately \$15,710,420.

WHEREAS, to encourage the development of real property and the acquisition of personal property, Council, 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 (“R.C.”) Sections 3735.65 through 3735.70 (the “Statute”); and

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

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

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

WHEREAS, Findlay Parkside, LLC (the “Company”) desires to remodel existing buildings on real property at 1804 Vine Street, 31 E. McMicken Avenue, 1812-1816 Vine Street, 1822 Vine Street, 29 E. McMicken Avenue, 118 Findlay Street, 1720 Elm Street, and 116 W. Elder Street located within the corporate boundaries of the City of Cincinnati into a mixed-use development consisting of, in aggregate, approximately 16,456 square feet of commercial space and approximately 31,403 square feet of residential space, comprised of approximately 51 residential rental units, to LEED or LBC standards (the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

WHEREAS, the Board of Education of the Cincinnati City School District (the “Board of Education”), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as may be amended, the “Board of Education Agreement”), has approved exemptions of up to 100 percent 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 percent of the exempt real property taxes; and

WHEREAS, the City’s Department of Community and Economic Development estimates that the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately \$114,764; 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 fifteen percent of the exempt real property taxes, which funds shall be committed by the third-party organization to support the streetcar that specially benefits the property; and

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

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Findlay Parkside, LLC (the “Agreement”), thereby authorizing a fifteen-year tax exemption for 100 percent of the assessed value of improvements to be made to real property located at 1804 Vine Street, 31 E. McMicken Avenue, 1812-1816 Vine Street, 1822 Vine Street, 29 E. McMicken Avenue, 118 Findlay Street, 1720 Elm Street, and 116 W. Elder Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of existing buildings into a mixed-use development consisting of, in aggregate, approximately 16,456 square feet of commercial space and approximately 31,403 square feet of residential space, comprised of approximately 51 residential rental units, to be constructed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total remodeling cost of approximately \$15,710,420.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City of Cincinnati (the “City”) in substantially the form of Attachment A to this ordinance; and
- (ii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Department of Development, in accordance with Ohio Revised Code Section 3735.672, and to the Board of Education of the Cincinnati City School District, as necessary; and
- (iii) to take all necessary and proper actions to fulfill the City’s obligations under the Agreement.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the

emergency is the immediate need to allow the remodeling described in this ordinance and the corresponding revitalization of the City of Cincinnati and the benefits to the City's economic welfare to begin at the earliest possible time.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

Contract No. _____

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

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and FINDLAY PARKSIDE, 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. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. The Company is the sole owner of certain real property within the City, located at 1804 Vine Street, 31 E. McMicken Avenue, 1812-1816 Vine Street, 1822 Vine Street, 29 E. McMicken Avenue, 118 Findlay Street, 1720 Elm Street, and 116 W. Elder Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- F. The Company has proposed the remodeling of several buildings located on the Property to LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, within the boundaries of the City of Cincinnati, as more fully described in Section 1

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herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain Tax Incentive Agreement effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past three (3) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is

15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

- Q. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.
- S. This Agreement has been authorized by Ordinance No. _____-2023, passed by Cincinnati City Council on _____, 2023.
- T. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing buildings on the Property into a mixed-use development consisting of approximately 16,456 square feet of commercial space and approximately 31,403 square feet of residential space, comprised of approximately 51 residential rental units (the "Improvements") at an estimated aggregate cost of \$15,710,420 to commence after the execution of this Agreement and to be completed no later than December 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 and zoning regulations, as well as complying with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council. The Company hereby represents that either or both of the following clauses (a) and (b) are true: (a) it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver, Gold or Platinum standards, or (b) it has registered with the International Living Future Institute and/or the Cascadia Green Building Council with intent to certify compliance with LBC standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

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Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, (D) compliance with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2025 nor extend beyond the earlier of (i) tax year 2039 or (ii) the end of the 15th year of exemption.

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

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

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(B)(3), 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(B)(4), 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 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(B), 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(B), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

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

Section 11. Small Business Enterprise Program.¹

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

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

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

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

(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, (a) there are 5 full-time equivalent employees at the Property with a total annual payroll of \$150,000 (the "Retained Jobs"), and (b) the Company has 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 (i) 48 full-time permanent jobs and (ii) 168.5 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) \$1,080,000 of additional annual payroll with respect to the full-time permanent jobs and (ii) \$4,158,000 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(B), 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(B)(5) 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(C) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(B)(7), 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 (C) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (C) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62, 5709.63, 5709.632 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. 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(C), 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 three (3) 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(C).

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:

Findlay Parkside, LLC
c/o Model Group
Attention: Jason Chamlee
1826 Race Street
Cincinnati, Ohio 45202

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

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

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

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

obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

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

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

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

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(B)(6), 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, 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.

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(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

FINDLAY PARKSIDE, LLC,
an Ohio limited liability company

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

By: _____

Date: _____, 2023

Printed Name: _____

Title: _____

Date: _____, 2023

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 1804 Vine Street, Cincinnati, Ohio 45202
Auditor's Parcel No.: 094-0005-0440-00

Situated in Section 13, Town 3, Fractional Range 2 Between the Miamis, Millcreek Township, The City of Cincinnati, Hamilton County, Ohio, and being all of Tract 1 of Nassau Avenue Investments, LLC, as recorded in Official Record 14016, Page 2074 of the Hamilton County Recorder's Office containing 0.1186 acres and being further described as follows:

Begin at the northeast intersection of the east right of way of Vine Street (66') and the south right of way of East Elder Street (30'), said intersection being the southeast corner of Cincinnati Central Credit Union, Inc, as recorded in Official Record 12725, Page 560; thence, departing said East Elder Street, and with the east right-of-way of said Vine Street, North 09°39'00" West, 36.00 feet to the northwest corner of said Cincinnati Central Credit Union, Inc., being referenced by a set cross north at North 80°06'00" East, 3.00 feet and the True Point of Beginning:

thence, from the true point of beginning and departing said Cincinnati Central Credit Union, Inc, and with the east right-of-way of said Vine Street, North 09° 39' 00" West, 44.00 feet to the southwest corner of Cincy Investment X, LLC as recorded in Official Record 13109, Page 1213, said corner being referenced by a set cross notch at South 80°16'20" West, 3.00 feet;

thence, departing the east right-of-way of said Vine Street, and with the south line of said Cincy Investment X, LLC and also with the south line of said SLG Properties, LLC as recorded in Official Record 13918, Page 1587, North 80° 16' 20" East, 126.13 feet to the west right-of-way of East McMicken Avenue (66'), said point being referenced by a set cross notch at North 80°16'20" East, 3.00 feet;

thence, departing said SLG Properties, LLC, and with the west right-of-way of said East McMicken Avenue, South 41° 02' 00" East, 35.28 feet to the northeast corner of Lighthouse Worship Center as recorded in Official Record 7962, Page 1722, said corner being referenced by a set cross notch at North 80°21'00" East, 3.00 feet,

thence, departing the west right-of-way of said East McMicken Avenue, and with the north and west lines of said Lighthouse Worship Center, the following two courses: South 80° 21' 00" West, 65.13 feet,

thence, South 09° 39' 00" East, 13.70 feet to the northeast corner of said Cincinnati Central Credit Union, Inc;

thence, departing said Lighthouse Worship Center, and with the north line of said Cincinnati Central Credit Union, Inc, South 80° 06' 00" West, 79.37 feet to the True Point of Beginning containing 0.1186 acres of land, more or less.

Property Address: 31 E. McMicken Avenue, Cincinnati, Ohio 45202
Auditor's Parcel No.: 094-0005-0441-00

Commented [BS1]: The application listed this property as 1810 Vine Street, but per Auditor/CAGIS, it is currently identified as 31 E. McMicken Avenue.

Date: January 23, 2023, Rev. March 30, 2023
Description: 1810 Vine Street and 31 E. McMicken Avenue Consolidation - Parcel 2
Location: City of Cincinnati
Hamilton County, Ohio



Situated in Section 13, Town 3, Fractional Range 2 Between the Miamis, Millcreek Township, The City of Cincinnati, Hamilton County, Ohio, and being all of Parcels 1 and 2 of Nassau Avenue Investments, LLC, as recorded in Official Record 14169, Page 2991 of the Hamilton County Recorder's Office containing 0.0499 acres and being further described as follows:

Begin at the northeast intersection of the east right of way of Vine Street (66') and the south right of way of East Elder Street (30'), said intersection being the southeast corner of Cincinnati Central Credit Union, Inc, as recorded in Official Record 12725, Page 560; thence, departing said East Elder Street, and with the east right-of-way of said Vine Street, North 09°39'00" West, 100.00 feet to the northwest corner of Cincy Investment X, LLC as recorded in Official Record 13109, Page 1213, said corner being referenced by a set cross notch at South 80°16'20" West, 3.00 feet and the True Point of Beginning;

thence, from the true point of beginning and departing said Cincy Investment X, LLC, and with the east right-of-way of said Vine Street North 09° 39' 00" West, 20.02 feet to the southwest corner of Nassau Avenue Investments, LLC as recorded in Official Record 14016, Page 2070, said corner being referenced by a set cross notch at South 77°47'30" West, 3.00 feet;

thence, departing the east right-of-way of said Vine Street, and with the south lines of said Nassau Avenue Investments, LLC as recorded in Official Record 14016, Page 2070, North 77° 47' 30" East, 99.22 feet to the west right-of-way of East McMicken Avenue, said point being referenced by a set cross notch at North 77°47'30" East, 3.00 feet;

thence, departing said Nassau Avenue Investments, LLC as recorded in Official Record 14016, Page 2070 and with the west right-of-way of said East McMicken Avenue, South 41° 02' 00" East, 24.42 feet to the northeast corner of SLG Properties LLC as recorded in Official Record 13918, Page 1587, said corner being referenced by a set cross notch at North 78° 36' 20" East, 3.00 feet;

thence, departing the west right-of-way of said East McMicken Avenue, and with the north line of said SLG Properties LLC, South 78° 36' 20" West, 55.83 feet to the northeast corner of said Cincy Investment X, LLC;

thence, departing said SLG Properties LLC and with the north line of said Cincy Investment X, LLC, South 78° 24' 27" West, 56.06 feet to the True Point of Beginning containing 0.0499 acres of land, more or less.

The above description was prepared from a consolidation plat made on November 14, 2022 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

94-5-441

Property Address: Vine Street, Cincinnati, Ohio 45202 (formerly identified as 1812-14 Vine Street)
Auditor's Parcel No.: 094-0005-0439-00

Situated in Section 13, Town 3, Fractional Range 2 Between the Miamis, Millicreek Township, The City of Cincinnati, Hamilton County, Ohio, and being all of Parcels 1 and 2 of Nassau Avenue Investments, LLC, as recorded in Official Record 14016, Page 2070 and also being all of Tract 2 of Nassau Avenue Investments, LLC, as recorded in Official Record 14016, Page 2074 of the Hamilton County Recorder's Office containing 0.0649 acres and being further described as follows.

Begin at the northeast intersection of the east right of way of Vine Street (66') and the south right of way of East Elder Street (30'), said intersection being the southeast corner of Cincinnati Central Credit Union, Inc, as recorded in Official Record 12725, Page 580; thence, departing said East Elder Street, and with the east right-of-way of said Vine Street, North 09°39'00" West, 120.02 feet to the northwest corner of Nassau Avenue Investments, LLC, as recorded in Official Record 14016, Page 2074, said corner being referenced by a set cross notch at South 77° 47' 30" West, 3.00 feet and the True Point of Beginning:

thence, from the true point of beginning, departing said Nassau Avenue Investments, LLC, as recorded in Official Record 14016, Page 2074, and with the east right-of-way of said Vine Street, North 09° 39' 00" West, 45.19 feet to the southwest corner of Parcel 3 of Nassau Avenue Investments, LLC, as recorded in Official Record 14016, Page 2070, said corner being referenced by a set cross notch at South 77° 18' 25" West, 3.00 feet;

thence, departing the east right-of-way of said Vine Street, and with the South line of said Parcel 3 of Nassau Avenue Investments, LLC, as recorded in Official Record 14016, Page 2070, North 77° 18' 25" East, 72.03 feet to the west right-of-way of East McMillan Avenue, said point being referenced by a set cross notch at North 77° 18' 25" East, 3.00 feet;

thence, departing said Parcel 3 of Nassau Avenue Investments, LLC, as recorded in Official Record 14016, Page 2070, and with the west right-of-way of said East McMillan Avenue, South 41° 02' 00" East, 29.33 feet to the northeast corner of Tract 2 of Nassau Avenue Investments, LLC, as recorded in Official Record 14016, Page 2074;

thence, departing the west right-of-way of said East McMillan Avenue, and with the north and west lines of said Tract 2 of Nassau Avenue Investments, LLC, as recorded in Official Record 14016, Page 2074, the following two courses: South 77° 47' 30" West, 47.28 feet;

thence, South 09° 39' 00" East, 20.08 feet a point on the north line of Parcel 1 of Nassau Avenue Investments, LLC, as recorded in Official Record 14169, Page 2991;

thence, departing said Tract 2 of Nassau Avenue Investments, LLC, as recorded in Official Record 14016, Page 2074 and with the north line of said Parcel 1 of Nassau Avenue Investments, LLC, as recorded in Official Record 14169, Page 2991, South 77° 47' 30" West, 40.00 feet to the True Point of Beginning containing 0.0649 acres of land, more or less.

Property Address: 1816 Vine Street, Cincinnati, Ohio 45202
Auditor's Parcel No.: 094-0005-0310-00

Situate in the City of Cincinnati, Hamilton County, State of Ohio, being part of Lot No. 26 of James Findlay Subdivision as per plat recorded in Deed Book R. No. 2, Page 334 of the Hamilton County Recorder's Office and more fully described as follows:

BEGINNING at a point in the East side of Vine Street, at the Northwest corner of the lot now owned by Anna Shuster, which point is also 121.32 feet South of McMicken Avenue, thence at an angle 87 deg. 01' Seventy-Two and 36/100 (72.36) feet to McMicken Avenue; thence Northwestwardly with McMicken Avenue, Forty (40) feet; thence Westwardly Fifty-One (51) feet to the East side of Vine Street, thence Southwardly along the East side of Vine Street, Thirty-Five (35) feet to the place of beginning; said beginning point being shown on the Auditor's Plat as One Hundred and Twenty-One (121) feet South of McMicken Avenue.

{00381830-1}

16

Property Address: 1822 Vine Street, Cincinnati, Ohio 45202
Auditor's Parcel No.: 094-0005-0309-00

Situated in Cincinnati City, Hamilton County, Ohio.

All that certain lot or parcel of ground lying and situated at the intersection of Hamilton Road (now McMicken Avenue) and Vine Street in the City of Cincinnati, Ohio described as follows:

Commencing at the intersection of said streets, thence running southwardly along the eastwardly line of Vine Street, 86.62 feet to the northwardly line of John Becker's brick wall, which wall is the northwardly line of John Becker's lot, thence eastwardly along the brick wall of John Becker's house 51.30 feet, more or less, to McMicken Avenue (formerly Hamilton Road); thence along Hamilton Road (now McMicken Avenue), 98.40 feet to Vine Street and the place of beginning, being a triangular lot.

Property Address: 29 E. McMicken Avenue, Cincinnati, Ohio 45202
Auditor's Parcel No.: 094-0005-0312-00

Situated in the City of Cincinnati, County of Hamilton and State of Ohio, to-wit: Lying near the junction of Vine Street and Hamilton Road (now McMicken Avenue) and fronting twenty (20) feet more or less on the Southerly side of said Hamilton Road (now McMicken Avenue) and extending back between parallel lines to a lot conveyed by John Ridiman and wife to Michael Brauer, lying next Southeastwardly of a lot formerly owned by Mrs. Rice. Said premises being more particularly described as follows: Beginning at a point in the Southwesterly line of McMicken Avenue one hundred and forty-four and 87/100 (144.87) feet Northwesterly from the intersection of McMicken Avenue and Elder Street; thence Northwesterly along said Southerly line of McMicken Avenue twenty-three and one-half (23-1/2) feet to a point; thence Westerly from said two points between parallel lines to a line parallel to and forty (40) feet East of Vine Street, being forty-seven and 44/100 (47.44) feet in depth on the Northerly and fifty-nine and 64/100 (59.64) feet in depth on the Southerly line, as per survey made by B.W. Harrison, County Surveyor, recorded in Volume 21, Page 5, of the Records of the Office of the Surveyor of Hamilton County, Ohio.

Property Address: 118 Findlay Street, Cincinnati, Ohio 45202
Auditor's Parcel No.: 096-0006-0055-00

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

Beginning at the northwest corner of Findlay and Pleasant Streets in said city; running thence westwardly along the north line of Findlay Street Twenty-Five (25) feet to a point; thence northwardly on a line parallel with the west line of Pleasant Street One Hundred (100) feet to the south line of Forbus Alley; thence eastwardly along the south line of Forbus Alley Twenty-Five (25) feet to the west line of Pleasant Street; thence southwardly along the west line of Pleasant Street One Hundred (100) feet to the Place of Beginning. Being Lot No. Nine (9) of Square "H" of the Subdivision laid out by James Findlay and J.D. Garrard, a Plat of which Subdivision is recorded in Deed Book No. 47, Page 319 of the records of Hamilton County, Ohio.

{00381830-1}

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Property Address: 1720 Elm Street, Cincinnati, Ohio 45202
Auditor's Parcel No.: 094-0008-0128-00

Situate in the City of Cincinnati, Hamilton County, Ohio, and being all of Lot 39 of Block "F" as subdivided by the Commissioners in Partition of the Estates of James and Jane Findlay, deceased, said Lot 39 fronting twenty-five (25) feet on the east side of Elm Street and running back eastwardly between parallel lines a distance of ninety-three (93) feet to a twelve foot alley.

Property Address: 116 W. Elder Street, Cincinnati, Ohio 45202
Auditor's Parcel No.: 094-0008-0276-00

Situate in Section 13, Fractional Range 2, Town 3, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being all of Lots 7, 8 and 9 of Findlay and Garrard's Subdivision as recorded in Deed Book 45, Page 319 of the Hamilton County Recorder's Office and being more particularly described as follows:

Beginning at the intersection of the East line of Pleasant Street, 30' R/W and the North line of Elder Street, 45' R/W measure in said East line North 16° 32' 28" West, 80.31 feet to a point in the South line of Sellew Alley 12' R/W, thence with said South line North 73° 49' 45" East, 60.00 feet to a point in the West line of a tract of land belonging to Michael Luken as recorded in Deed Book 4312 Page 1353; thence with said West line South 16° 32' 28" East, 80.28 feet to a point in the North line of said Elder Street; thence, with said North line South 73° 47' 50" West, 60.00 feet to the Place of Beginning. Containing 4,818 square feet of land, more or less. Subject to all legal highways easements and restriction of record. Based on drawing G-44-10-80 of the City Engineer's Office. Bearings based on line survey #29-22 of the City Engineer's office.

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION
TO BE ATTACHED TO EXECUTION VERSION

{00381830-1}

19

May 3, 2023

To: Mayor and Members of City Council

202301299

From: Sheryl M.M. Long, City Manager

Subject: Emergency Ordinance – Approving and Authorizing CRA Tax Exemption Agreement with Allez Bar & Bakery, LLC

Attached is an Emergency Ordinance captioned:

APPROVING, AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Allez Bar & Bakery, LLC, thereby authorizing a fifteen-year tax exemption for one hundred percent of the value of improvements made to real property located at 6012 Madison Road in the Madisonville neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 5,056 square feet of commercial space, at a total construction cost of approximately \$1,600,000.

BACKGROUND/CURRENT CONDITIONS

The property, located at 6012 Madison Road, is a vacant, historic building in the Madisonville NBD. It has been in a distressed and hazardous condition (including a collapsed roof and other structural issues) for many years. The focus of the project thus far has been to prevent continued deterioration and promote the building's return to productive economic use. To date, the City has awarded a total of \$947,750 in CDBG funds to Madisonville Community Urban Revitalization Corporation (MCURC) and the Hamilton County Land Reutilization Corporation (HCLRC) for the purchase and stabilization of the property. The following is summary of the use of funds:

- **FY19 - \$275K NBDIP grant awarded to MCURC for acquisition, stabilization, and renovation.** The property was acquired; however, the project stalled due to a lack of funds needed to complete the scale of stabilization required.
- **FY21 – Additional \$200K in NBDIP funds awarded to MCURC for building stabilization.** This award was an amendment to the 2019 funding agreement, and the contract was structured so that the loan would be forgiven upon completion of the construction and project milestones.
- **FY22 – \$200K in FY21 funds folded into a \$672,750 CDBG grant to the HCLRC and MCURC.** Building stabilization is currently underway and anticipated to be completed by June 2023.

After stabilization, MCURC will sell the property to Allez Bar & Bakery LLC (“Allez”). Allez applied for a Commercial CRA Tax Exemption to help defray the cost of the business's expansion to this second, much larger location in Madisonville, which will include a \$2M privately financed investment by Allez.

BUSINESS INFORMATION

Tom McKenna and Patrick Hague are the principal owners of Allez OTR, which has operated out of a 950-sf location on Main St. for 5+ years. Despite the limited size of the current location, the owners have been highly successful in growing the business, which has received both local and national recognition. In 2021, Food & Wine Magazine listed Allez OTR among the 100 best bakeries in America.

The expansion to Madisonville will enable Allez to fuel business growth through a second, much larger location, Allez Bar & Bakery. With expanded capacity and retail offerings, Allez will 1) add 15 new jobs (FTEs include bread manufacturing, restaurant, retail, sales and part-time positions include dishwashers, nighttime porter, host/hostess, retail clerk, barista, and delivery driver for a total annual payroll of \$499,200), 2) broaden services in the Madisonville NBD, and 3) bring a once hazardous and blighted property back to productive use.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: Project Outline

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

Project Outline

<u>Project Description Details</u>	<u>Explanation</u>
Project Name	Allez Bar & Bakery
Street Address	6012 Madison Road
Property Condition	Historic building currently vacant and undergoing stabilization; The business will acquire the building after stabilization is complete.
Neighborhood	Madisonville
Incentive Application Process	Commercial CRA application
Recent or other projects by Developer	The business currently operates out of a 950-sf location on Main St. in Over-the-Rhine, which it has operated out of for 5 yrs. It will keep its current location.
Approval at planning commission/Neighborhood support	Planning Commission N/A
Plan Cincinnati Goals	Achieves the Compete Initiative Area Goal 2 (pages 114-120) and Sustain Initiative Area Goal 2 (pages 193-198) of Plan Cincinnati

Project Image



<u>Incentive Summary Category</u>	<u>Explanation</u>
Abatement Term and amount	15-yr CRA 100% (Net 52%).
Construction Cost & Private investment committed	\$1,600,000 in hard construction costs, \$52,000 in acquisition costs, and \$413,500 in soft costs; Allez is working with Cincinnati Development Fund and National Development Council to finance construction and business expansion.
Sq. Footage by Use	5,056 sf - commercial
Number of units and rental ranges	No residential units
Jobs created/retained and payroll (living wage)	Projected to create 15 FTE positions at \$499,200 in annual payroll.
“But For”	Allez is seeking a Commercial CRA to help defray the costs of their expansion

	into this much larger second location. Allez is privately financing the \$1,600,000 redevelopment of the property. The estimated total cost of the project, including soft costs & acquisition, is \$2,065,500. While the business will be taking on new loan payments to finance the construction, this tax incentive will reduce the annual cost of ownership to the business resulting from the expansion.
Cash on Cash Return for developer (Market return between 8-12%, depends on investment risk)	The project will not result in an income-producing property for the applicant as they will occupy the property with their business. This metric does not apply to company expansion initiatives where the company is the owner/occupant.
LEED or other environmental build	Non-LEED
Neighborhood VTICA	Neighborhood VTICA – 15%
Total Public Benefit (Benefits Realized vs Taxes Forgone)	\$6.25 of new CPS/VTICA/Income taxes for each \$1 forgone
Projected Income Tax Revenue	\$163,944
MBE/WBE Goals	SBE Goal of 30%
Transit Access/Walkability	Sits along Route 11 24/7 Bus Route, and Route 12 Madisonville Commuter Service Route
Geography	Located in Madisonville NRSA
Historic Preservation/Existing Building Renovation	This project will bring a once hazardous and blighted historic building back to productive use. Allez will be redeveloping 5,056 square feet for the following: <ul style="list-style-type: none"> • Increasing bread and pastry production capacity (50% of first floor) • Café/bistro that will be open 5-6 days a week (40% of building) • Retail outlet for breads, pastries, and sandwiches (10% of building)
Public Infrastructure Improvements	N/A

EMERGENCY

TJL

- 2023

APPROVING, AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with Allez Bar & Bakery, LLC, thereby authorizing a fifteen-year tax exemption for one hundred percent of the value of improvements made to real property located at 6012 Madison Road in the Madisonville neighborhood of Cincinnati, in connection with the remodeling of an existing building into approximately 5,056 square feet of commercial space, at a total construction cost of approximately \$1,600,000.

WHEREAS, to encourage the development of real property and the acquisition of personal property, Council 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 (“R.C.”) Sections 3735.65 through 3735.70 (the “Statute”); and

WHEREAS, Ordinance No. 275-2017 passed by Council on September 27, 2017, as amended by Ordinance No. 339-2018, passed by Council on October 31, 2018, 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, Allez Bar & Bakery, LLC (the “Company”) desires to remodel an existing building into approximately 5,056 square feet of commercial space on real property at 6012 Madison Road 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 one hundred percent 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 thirty-three percent of the exempt real property taxes; and

WHEREAS, the City's Department of Community and Economic Development estimates that the real property tax exemption for the Improvements will provide an annual net benefit to the Company in the amount of approximately \$14,269; 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 fifteen percent of the exempt real property taxes, which funds shall be committed by the third-party organization to facilitate permanent improvements and neighborhood services furthering redevelopment in the neighborhood of the Improvements and to support affordable housing on a City-wide basis; 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 R.C. 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 Allez Bar & Bakery, LLC (the "Agreement"), thereby authorizing a fifteen-year tax exemption for one hundred percent of the assessed value of improvements to be made to real property located at 6012 Madison Road in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 5,056 square feet of commercial space, to be completed at a total construction cost of approximately \$1,600,000.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City of Cincinnati (the "City") in substantially the form of Attachment A to this ordinance; and
- (ii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Department of Development, in accordance with Ohio Revised Code Section 3735.672, and to the Board of Education of the Cincinnati City School District, as necessary; and

- (iii) to take all necessary and proper actions to fulfill the City’s obligations under the Agreement.

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

Passed: _____, 2023

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 ALLEZ BAR & BAKERY, 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 6012 Madison Road, Cincinnati, Ohio 45227 (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 the remodeling of 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 the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City.
- 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 three (3) years neither the Company, nor any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- N. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- O. The Company acknowledges that the Madisonville neighborhood is a rising neighborhood in need of resources for development, neighborhood improvements, amenities, and organizations oriented towards neighborhood services. The Company anticipates that future development, improvements, amenities and organizations will contribute to the quality and vitality of the neighborhood, therefore increasing the value of the Property and directly and indirectly contributing to the Project's success. The Project's success, in turn, will benefit the neighborhood. Although this feedback effect will promote the revitalization and redevelopment of the City, it could also impact the affordability of property in the area. Therefore, in support of the Madisonville neighborhood and with the intention of preserving and improving the availability of quality, reliable affordable housing on a City-wide basis, as a material inducement to the City to enter into this Agreement, the Company hereby represents to the City that it will enter into a voluntary tax incentive contribution agreement ("VTICA") with a City-designated third-party non-profit administrative organization (the "Third-Party Administrator") to contribute to the Third-Party Administrator an amount equal to fifteen percent (15%) of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"). Half of such VTICA Contribution is to be committed by the Third-Party Administrator to facilitate permanent improvements and neighborhood services furthering urban redevelopment in the Madisonville neighborhood and the other half of such VTICA Contribution is to be committed by the Third-Party Administrator in supporting quality affordable housing on a City-wide basis. The Company hereby represents and warrants that it will pay the VTICA Contribution for the full term of the abatement.

- P. This Agreement has been authorized by Ordinance No. _____-2023, passed by Cincinnati City Council on _____, 2023.
- Q. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel the existing building on the Property to create approximately 5,056 square feet of commercial space (the "Improvements") at an estimated aggregate cost of \$1,600,000 to commence after the execution of this Agreement and to be completed no later than December 31, 2025; *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 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption, 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 2026 nor extend beyond the earlier of (i) tax year 2040 or (ii) the end of the fifteenth (15th) year of exemption.

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

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

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(B)(3), 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(B)(4), 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 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(B), 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(B), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years

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

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

Section 11. Small Business Enterprise Program.

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

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

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

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has (a) 3 full-time equivalent employees in the City of Cincinnati, with a total annual payroll of \$108,000, and (b) no existing employment at the Property or at 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 (i) relocate and retain 2 of the 3 existing full-time equivalent employees to the Property, with a total annual payroll of \$75,000, in connection with the Project, and (ii) retain 1 existing full-time equivalent employee in the City of Cincinnati, with a total annual payroll of \$33,000.

B. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 15 full-time permanent jobs, and (ii) 48 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) \$499,200 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$615,223 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(B), 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(B)(5) 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 (C) 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(C) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(B)(7), 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 (C) of Ohio Revised Code Section 3735.671 has violated the prohibition against entering into this Agreement under division (C) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62, 5709.63, or 5709.632 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. 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. 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(C), 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 three (3) 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(C).

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:

Allez Bar & Bakery, LLC
Attention: Mr. Patrick Hague
6420 Desmond St.
Cincinnati, Ohio 45227

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(B)(6), 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, 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

ALLEZ BAR & BAKERY, LLC,
an **Error! Reference source not found.**

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

By: _____

Date: _____, 2023

Printed Name: _____

Title: _____

Date: _____, 2023

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

SITUATED IN THE COUNTY OF HAMILTON, IN THE STATE OF OHIO AND IN THE CITY OF CINCINNATI AND BEING ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8) OF H.B. PRICE'S SUBDIVISION OF LOTS IN SAID TOWN OF MADISONVILLE (NOW CINCINNATI) HAMILTON COUNTY, STATE OF OHIO. SAID LOTS SEVEN (7) AND EIGHT (8) HAVING A TOTAL FRONTAGE OF FORTY-NINE (49) FEET ON THE NORTH SIDE OF MAIN STREET IN SAID TOWN OF MADISONVILLE, CINCINNATI, OHIO AND EXTENDING BACK NORTHWARDLY BETWEEN PARALLEL LINES TO AN ALLEY, BEING THE SAME WIDTH IN REAR AS IN FRONT.

PARCEL # 035-0003-0141-00 **CONS**
ST **142** -----

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

May 3, 2023

To: Mayor and Members of City Council

202301291

From: Sheryl M. M. Long, City Manager

Subject: Ordinance – Police & Fire: FY 2023 Port Security Grant Program

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency, FY 2023 Port Security Grant Program (ALN 97.056), in an amount of up to \$134,983 to support the Cincinnati Police Department’s Marine Unit Emergency Response and the Port of Cincinnati Ohio River Surveillance Camera Network and up to \$262,500 to support the Cincinnati Fire Department’s Fire Boat Refurbishment Project; and **AUTHORIZING** the Director of Finance to deposit the grant funds in an amount up to \$134,983 for the Police Department into Law Enforcement Grant Fund 368x8553, Project Account No. 23PORT, and to deposit the grant funds in an amount up to \$262,500 for the Fire Department into Fire Grant Fund 472x8542.

This Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant from the U.S Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), FY 2023 Port Security Grant Program (ALN 97.056), in an amount of up to \$134,983 for the purpose of supporting the Cincinnati Police Department’s Marine Unit Emergency Response and the Port of Cincinnati River Surveillance Camera Network and up to \$262,500 for the purpose of supporting the Cincinnati Fire Department’s Fire Boat Refurbishment Project. This Ordinance also authorizes the Finance Director to deposit the grant funds in an amount up to \$134,983 for the Police Department into Law Enforcement Grant Fund 368x8533, Project Account No. 23PORT, and to deposit the grant funds in an amount up to \$262,500 for the Fire Department into Fire Grant Fund 472x8542.

The FY 2023 Port Security Grant Program is available through the U.S. Department of Justice (DOJ), Federal Emergency Management Agency, to provide support for the Cincinnati Police Department’s (CPD) Marine Unit Emergency Response and the Port of Cincinnati Ohio River Surveillance Network as well as the Cincinnati Fire Department’s (CFD) Fire Boat Refurbishment Project.

The grant application deadline is May 18, 2023. CPD and CFD intend to apply for the grant by that date, but no grant funds will be accepted without City Council approval.

There are no new FTEs associated with this grant. The grant requires a local match of 25% of the total project cost, or up to \$132,494. CPD will provide \$26,483 of the

matching funds for the Marine Unit Emergency Response from IRS Forfeiture Fund 373 and an in-kind match of donated staff time in the amount of \$18,511 for the Port of Cincinnati Ohio River Surveillance Camera Network. CFD will provide \$87,500 of matching funds for CFD's Fire Boat Refurbishment Project from the Cincinnati Fire Department General Fund non-personnel operating budget account no. 050x271x7200.

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

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency, FY 2023 Port Security Grant Program (ALN 97.056), in an amount of up to \$134,983 to support the Cincinnati Police Department’s Marine Unit Emergency Response and the Port of Cincinnati Ohio River Surveillance Camera Network and up to \$262,500 to support the Cincinnati Fire Department’s Fire Boat Refurbishment Project; and **AUTHORIZING** the Director of Finance to deposit the grant funds in an amount up to \$134,983 for the Police Department into Law Enforcement Grant Fund 368x8553, Project Account No. 23PORT, and to deposit the grant funds in an amount up to \$262,500 for the Fire Department into Fire Grant Fund 472x8542.

WHEREAS, a grant of up to \$134,983 to fund the Cincinnati Police Department’s (“CPD”) Marine Unit Emergency Response and the Port of Cincinnati Ohio River Surveillance Camera Network and an additional amount of up to \$262,500 to support the Cincinnati Fire Department’s (“CFD”) Fire Boat Refurbishment Project are available from the U.S. Department of Homeland Security, Federal Emergency Management Agency, FY 2023 Port Security Grant Program (ALN 97.056); and

WHEREAS, the grant requires matching funds of twenty-five percent, or up to \$132,494; and

WHEREAS, CPD will provide \$26,483 of the matching funds for the Marine Unit Emergency Response from IRS Forfeiture Fund 373; and

WHEREAS, CPD will provide an in-kind match of donated staff time in the amount of \$18,511 for the Port of Cincinnati Ohio River Surveillance Camera Network; and

WHEREAS, CFD will provide \$87,500 of matching funds for CFD’s Fire Boat Refurbishment Project from General Fund non-personnel operating budget account no. 050x271x7200; and

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

WHEREAS, the grant application deadline is May 18, 2023, and CPD and CFD intend to apply for the grant by that date, but no grant funds will be accepted without Council approval; and

WHEREAS, this ordinance is in accordance with the “Live” goal to “[c]reate a more livable community” as described on page 156 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant from the United States Department of Homeland Security, Federal Emergency Management Agency, for a grant from the FY 2023 Port Security Grant Program (ALN 97.056) in an amount of up to \$134,983 to support the Cincinnati Police Department's Marine Unit Emergency Response and the Port of Cincinnati Ohio River Surveillance Camera Network, and up to \$262,500 to support the Cincinnati Fire Department's Fire Boat Refurbishment Project.

Section 2. That the Director of Finance is authorized to deposit the grant funds in an amount up to \$134,983 for the Police Department into Law Enforcement Grant Fund 368x8553, Program Account No. 23PORT.

Section 3. That the Director of Finance is further authorized to deposit the grant funds in an amount up to \$262,500 for the Fire Department into Fire Grant Fund 472x8542.

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

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

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

May 3, 2023

To: Mayor and Members of City Council

202301297

From: Sheryl M. M. Long, City Manager

Subject: Emergency Ordinance – DOTE: Safe Streets and Roads for All (SS4A) Grant Program

Attached is an Emergency Ordinance captioned:

ESTABLISHING new capital improvement program project account no. 980x232x232311, “Transportation Safety Action Plan Grant,” to provide grant resources to conduct a transportation safety action plan (“TSAP”) to prevent deaths and serious injuries on City of Cincinnati roadways; **AUTHORIZING** the City Manager to accept and appropriate a grant in an amount of up to \$250,000 from the U.S. Department of Transportation’s Safe Streets and Roads for All (SS4A) Grant Program (ALN 20.939) to newly established capital improvement program project account no. 980x232x232311, “Transportation Safety Action Plan Grant,” to conduct a TSAP to prevent deaths and serious injuries on City of Cincinnati roadways; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

Approval of this Emergency Ordinance will establish capital improvement program project account no. 980x232x232311, “Transportation Safety Action Plan Grant,” for the purpose of providing grant resources to conduct a Transportation Safety Action Plan (“TSAP”) to prevent deaths and serious injuries on City of Cincinnati roadways. Approval of this Emergency Ordinance will also authorize the City Manager to accept and appropriate a grant in an amount of up to \$250,000 from the U.S. Department of Transportation’s Safe Streets and Roads for All (SS4A) Grant Program (ALN 20.939) to newly established capital improvement program project account no. 980x232x232311, “Transportation Safety Action Plan Grant.” Finally, this Emergency Ordinance authorizes the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

On September 8, 2022, the City Council approved Ordinance No. 0267-2022, which authorized the City Manager to apply for a grant in the amount of up to \$250,000 from the U.S. Department of Transportation’s SS4A Grant Program to conduct a Transportation Safety Action Plan (TSAP) to prevent deaths and serious injuries on City of Cincinnati roadways. The City received the grant award, which requires City Council authorization to accept and appropriate.

Acceptance of the grant requires local matching resources of up to 20% of the total project amount, totaling up to \$62,500, which may be provided from existing and

future capital improvement program projects, including existing account nos. 980x232x232383, “Pedestrian Safety Improvements,” and 980x232x232336, “Neighborhood Transportation Strategies.” Acceptance of grant resources does not require additional FTEs.

The TSAP is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategy to “[p]lan, design, and implement a safe and sustainable transportation system,” as described on pages 127-138 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to accept the SS4A grant resources to begin the transportation safety action plan in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

AKS

- 2023

ESTABLISHING new capital improvement program project account no. 980x232x232311, “Transportation Safety Action Plan Grant,” to provide grant resources to conduct a transportation safety action plan (“TSAP”) to prevent deaths and serious injuries on City of Cincinnati roadways; **AUTHORIZING** the City Manager to accept and appropriate a grant in an amount of up to \$250,000 from the U.S. Department of Transportation’s Safe Streets and Roads for All (SS4A) Grant Program (ALN 20.939) to newly established capital improvement program project account no. 980x232x232311, “Transportation Safety Action Plan Grant,” to conduct a TSAP to prevent deaths and serious injuries on City of Cincinnati roadways; and **AUTHORIZING** the City Manager to enter into any agreements necessary for the receipt and administration of these grant resources.

WHEREAS, on September 8, 2022, Council approved Ordinance No. 267-2022, which authorized the City Manager to apply for a grant in the amount of up to \$250,000 from the U.S. Department of Transportation’s SS4A Grant Program for the purpose of conducting a transportation safety action plan (“TSAP”) to prevent deaths and serious injuries on City of Cincinnati roadways; and

WHEREAS, resources in the amount of up to \$250,000 are available from the U.S. Department of Transportation’s SS4A Grant Program for the purpose of conducting a TSAP; and

WHEREAS, acceptance of the grant requires local matching resources of up to twenty percent of the total project amount, totaling up to \$62,500, which may be provided from existing and future capital improvement program projects, including existing account nos. 980x232x232383, “Pedestrian Safety Improvements,” and 980x232x232336, “Neighborhood Transportation Strategies”; and

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

WHEREAS, the TSAP is in accordance with the “Connect” goal to “[d]evelop an efficient multi-modal transportation system that supports neighborhood livability” and strategy to “[p]lan, design, and implement a safe and sustainable transportation system,” as described on pages 127-138 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish capital improvement program project account no. 980x232x232311, “Transportation Safety Action Plan Grant,” for the purpose of providing grant resources to conduct a transportation safety action plan (“TSAP”) to prevent deaths and serious injuries on City of Cincinnati roadways.

Section 2. That the City Manager is hereby authorized to accept and appropriate a grant in an amount of up to \$250,000 from the U.S. Department of Transportation’s Safe Streets and Roads for All (SS4A) Grant Program (“SS4A”) (ALN 20.939) to newly established capital improvement program project account no. 980x232x232311, “Transportation Safety Action Plan Grant,” for the purpose of conducting a TSAP to prevent deaths and serious injuries on City of Cincinnati roadways.

Section 3. That the City Manager is authorized to enter into any agreements necessary for the receipt and administration of these grant resources.

Section 4. That the Director of Finance is authorized to deposit such grant resources in an amount up to \$250,000 into newly established capital improvement program project account no. 980x232x232311, “Transportation Safety Action Plan Grant.”

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

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the SS4A grant resources to begin the transportation safety action plan in a timely manner.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

202301304

Date: May 2, 2023

To: Councilmember Meeka Owens
From: Emily Smart Woerner, City Solicitor *EESW*
Subject: **Ordinance – Donations for Social Service Day**

Transmitted herewith is an ordinance captioned as follows:

AUTHORIZING the City Manager and the employees of the Office of Councilmember Owens to solicit and accept donations of money, in-kind contributions, and other things of value from the Cincinnati business community, individual benefactors, and other available sources to host Social Service Day; and **AUTHORIZING** the Director of Finance to deposit funds donated to the City of Cincinnati for Social Service Day into Fund No. 314, “Special Events.”

EESW/KKF(dmm)
Attachment
382329



EMERGENCY

City of Cincinnati

KKF

JESW

An Ordinance No. _____

- 2023

AUTHORIZING the City Manager and the employees of the Office of Councilmember Owens to solicit and accept donations of money, in-kind contributions, and other things of value from the Cincinnati business community, individual benefactors, and other available sources to host Social Service Day; and AUTHORIZING the Director of Finance to deposit funds donated to the City of Cincinnati for Social Service Day into Fund No. 314, "Special Events."

WHEREAS, Social Service Day will be held on June 3, 2023, and is sponsored by Councilmember Owens for the purpose of connecting the community with City departments, social service agencies, community organizations, and other groups to provide information, resources, and services that promote resiliency and sustainability in neighborhoods; and

WHEREAS, Social Service Day is in accordance with the "Live" goal to "[c]reate a more livable community," and strategy to "[s]upport and stabilize our neighborhoods," as described on pages 156-163 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager and the employees of the Office of Councilmember Owens are hereby authorized to solicit and accept donations of money, in-kind contributions, and other things of value to host Social Service Day.

Section 2. That the Director of Finance is hereby authorized to deposit any funds donated to the City of Cincinnati for Social Service Day into Fund No. 314, "Special Events."

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

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

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide resources to prepare for Social Service Day.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

May 3, 2023

202301292

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Police: Moral Obligation Payment to E-S Press, Inc.**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$5,200 from the Cincinnati Police Department Law Enforcement Grant Fund non-personnel operating budget account no. 368x227x4200x7289x22WELL as a moral obligation to E-S Press, Inc. for outstanding charges for a guest speaker at the Emotional Survival for Law Enforcement as a part of the Mental Health America training course in January 2023.

This Emergency Ordinance authorizes the payment of \$5,200 from the Cincinnati Police Department Law Enforcement Grant Fund non-personnel operating budget account no. 368x227x4200x7289x22WELL as a moral obligation to E-S Press, Inc. for outstanding charges in the form of services rendered for a guest speaker at the Emotional Survival for Law Enforcement as part of the Mental Health America training course in January 2023.

In January 2023, a guest speaker was invited to speak at a training session for the Cincinnati Police Department (CPD). The CPD Finance Management Section was not notified of the need to pay the vendor before the training took place and missed critical steps in certifying the funds for the service.

The Cincinnati Police Department is committed to training new staff to ensure the proper steps are followed in the future.

The reason for the emergency is the immediate need to pay E-S Press, Inc. for the outstanding charges for the guest speaker provided for Cincinnati Police Department training in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

AKS

- 2023

AUTHORIZING the payment of \$5,200 from the Cincinnati Police Department Law Enforcement Grant Fund non-personnel operating budget account no. 368x227x4200x7289x22WELL as a moral obligation to E-S Press, Inc. for outstanding charges for a guest speaker at the Emotional Survival for Law Enforcement as a part of the Mental Health America training course in January 2023.

WHEREAS, in January 2023 a guest speaker was invited to speak at a training session for the Cincinnati Police Department (“CPD”); and

WHEREAS, the CPD Finance Management Section was not notified of the need to pay the vendor before the training took place and missed critical steps in certifying the funds for the service; and

WHEREAS, CPD is committed to training new staff to ensure the proper steps are followed in the future; and

WHEREAS, Council desires to provide payment for such services in an amount totaling \$5,200; 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 \$5,200 from the Cincinnati Police Department Law Enforcement Grant Fund non-personnel operating budget account no. 368x227x4200x7289x22WELL as a moral obligation to E-S Press, Inc. for outstanding charges for a guest speaker at the Emotional Survival for Law Enforcement as a part of the Mental Health America training course in January 2023.

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 pay E-S Press, Inc. for the outstanding charges for the guest speaker provided for Cincinnati Police Department training in a timely manner.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

Date: May 3, 2023

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager *SM*

202301293

Subject: LEVYING SIDEWALK ASSESSMENTS (2022 SSP MISC. EMERGENCY REPAIRS)

Attached is an ordinance captioned as follows:

LEVYING assessments for unpaid costs incurred by the City in making emergency repairs to sidewalks, sidewalk areas, curbs, and gutters at various locations in the City through the City of Cincinnati's Sidewalk Safety Program, in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169.

As required by state and local laws, this ordinance declares the necessity of levying assessments to reimburse the City for the cost and expense of repairing, reconstructing, and constructing concrete sidewalk and driveways on certain properties (Exhibit No. 1) abutting the following streets within the City of Cincinnati: Bodmann Avenue, Ehrman Avenue, Fischer Place, Glengyle Avenue, Hardisty Avenue, Hegry Circle, Linda Drive, Linwood Avenue, Montana Avenue, Observatory Avenue, Park Avenue, Parkway Avenue, Robinwood Avenue, Rogers Place, Tahiti Drive, Turrill Street, Utopia Place, Wildwood Street, and Woodbine Avenue for a total amount of \$37,038.08.

We have notified the abutting property owners of the need for these repairs. After providing time for property owners to arrange for repairs, the City directed its contractor to complete the remainder. Abutting property owners were then billed the cost of the repairs performed by the City's contractor.

With passage of this ordinance, bills not paid within thirty days will be assessed as provided by the Ohio Revised Code and the Cincinnati Municipal Code. These amounts are scheduled to be paid over a three-year, five-year, or ten-year, as indicated on the attached Exhibit.

The Administration recommends passage of the attached ordinance.

Attachment I – Exhibit A

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

LEVYING assessments for unpaid costs incurred by the City in making emergency repairs to sidewalks, sidewalk areas, curbs, and gutters at various locations in the City through the City of Cincinnati’s Sidewalk Safety Program, in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169.

WHEREAS, Cincinnati Municipal Code Chapter 721 requires property owners to keep the sidewalks, sidewalk areas, curbs, and gutters abutting their properties safe and in good repair; and

WHEREAS, Cincinnati Municipal Code Section 721-165 authorizes the City to make emergency repairs to sidewalks, sidewalk areas, curbs, and gutters without prior notice to the abutting property owner when necessary to provide for public safety and also to bill the owner for the cost of the work; and

WHEREAS, City inspectors documented the need for emergency sidewalk repairs adjacent to each of the properties listed in the attached Attachment A (the “Properties”); and

WHEREAS, the City performed the repairs after the owners of the Properties received written notice to make the repairs and failed to do so; and

WHEREAS, the City Council thereafter passed Resolution 15-2023 declaring the need for the emergency sidewalk repairs and the need to assess the Properties for repair and administrative costs incurred by the City in making the repairs; and

WHEREAS, the owners of the Properties have each agreed to have their respective properties assessed to reimburse the City for its costs, and the Clerk of Council has not received any objections to the assessments; and

WHEREAS, in accordance with Cincinnati Municipal Code Sections 721-149 through 721-169, the Council hereby levies assessments on those Properties for which repair and administrative costs remain outstanding following the property owners’ failure to pay such amounts within thirty days of being billed, which assessments shall be certified to the County Auditor and shall be collected in the same manner as real estate taxes; now, therefore,

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

Section 1. That the City Council hereby assesses those properties identified on the attached Attachment A (the “Assessed Properties”), incorporated herein by reference, for

outstanding repair and administrative costs incurred by the City in making emergency repairs to the sidewalks, sidewalk areas, curbs, and gutters abutting the Assessed Properties.

Section 2. That each of the Assessed Properties is listed in Attachment A together with the amount of the assessment, the length of the assessment period, and reference to the resolution previously passed by Council giving notice of the City's intent to assess each property.

Section 3. That the assessments shall be payable in cash to the City Treasurer within thirty days after the passage of this ordinance or, at the option of each property owner, in semi-annual installments for the assessment period.

Section 4. That the assessments not paid in cash within thirty days are to be certified to the County Auditor by the City Treasurer with interest at the rate of 7.18% for 3-year assessments, 6.94% for 5-year assessments, and 6.79% for 10-year assessments.

Section 5. That notes and bonds of the City of Cincinnati may be issued in anticipation of the collection of the assessments.

Section 6. That any amount received as a result of the assessments levied herein shall be deposited into the Sidewalk Special Assessment Fund No. 791.

Section 7. That a property owner's right under Section 721-159 of the Cincinnati Municipal Code to file a protest against an assessment shall expire 180 days following the date of the first tax bill containing a sidewalk assessment for the protested work.

Section 8. That the Clerk of Council is hereby directed to cause notice to be published once in a newspaper of general circulation within the City of Cincinnati, which notice shall state that the assessments have been made, that they are on file with the Clerk of Council, and that they are available for public inspection and examination by persons interested therein.

Section 9. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2023

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

Resolution No. 15-2023

Total Assessment Amount \$37,038.08

Term Years: 3

Term Assessment Amount: \$21,913.26

Location #	Neighborhood	Billing Parcel	Location	Collection Amount
1	Avondale	021600450026	216 EHRMAN Av	\$764.61
2	Hartwell	024400020077	133 PARKWAY Av	\$2,002.30
3	Hartwell	024300040082	208 PARKWAY Av	\$269.54
4	Hartwell	024300040013	214 PARKWAY Av	\$400.73
5	Hartwell	024400030047	8230 WOODBINE Av	\$1,543.86
6	Hartwell	024400020020	153 WILDWOOD St	\$2,236.92
7	Hyde Park	003900010061	3225 OBSERVATORY Av	\$2,497.38
8	Mount Lookout	004600030077	2840 LINWOOD Av	\$269.54
9	Mount Lookout	00430A010080	2982 LINWOOD Av	\$434.56
10	Mount Lookout	004400030074	3220 GLENGYLE Av	\$325.65
11	Mount Lookout	004400020083	3252 LINWOOD Av	\$451.23
12	Mount Lookout	00430A010062	2917 UTOPIA PI	\$319.71
13	Mt. Lookout - Columbia Tusculum	004400030057	3231 HARDISTY Av	\$628.97
14	Northside	019400110206	3911 TURRILL St	\$4,271.89
15	Roselawn	01170A070364	1519 ROBINWOOD Av	\$682.10
16	West Price Hill	018000800498	4664 LINDA Dr	\$1,233.12
17	Westwood	020900020032	2680 MONTANA Av	\$784.88
18	Westwood	020800550201	2917 FISCHER PI	\$1,859.06
19	Westwood	024800010252	3028 S Hegry Cir	\$937.23

Term Years: 5

Term Assessment Amount: \$4,038.40

Location #	Neighborhood	Billing Parcel	Location	Collection Amount
20	Walnut Hills	006300030064	2343 PARK Av	\$1,628.16
21	Walnut Hills	006700010151	933 ROGERS PI	\$2,410.24

Term Years: 10

Term Assessment Amount: \$11,086.42

Location #	Neighborhood	Billing Parcel	Location	Collection Amount
22	College Hill	023700010106	6119 TAHITI Dr	\$3,622.51
23	Mt. Auburn	008700050119	299 BODMANN Av	\$7,463.91

May 3, 2023

TO: Mayor and Members of City Council

202301285

FROM: Sheryl M.M. Long, City Manager

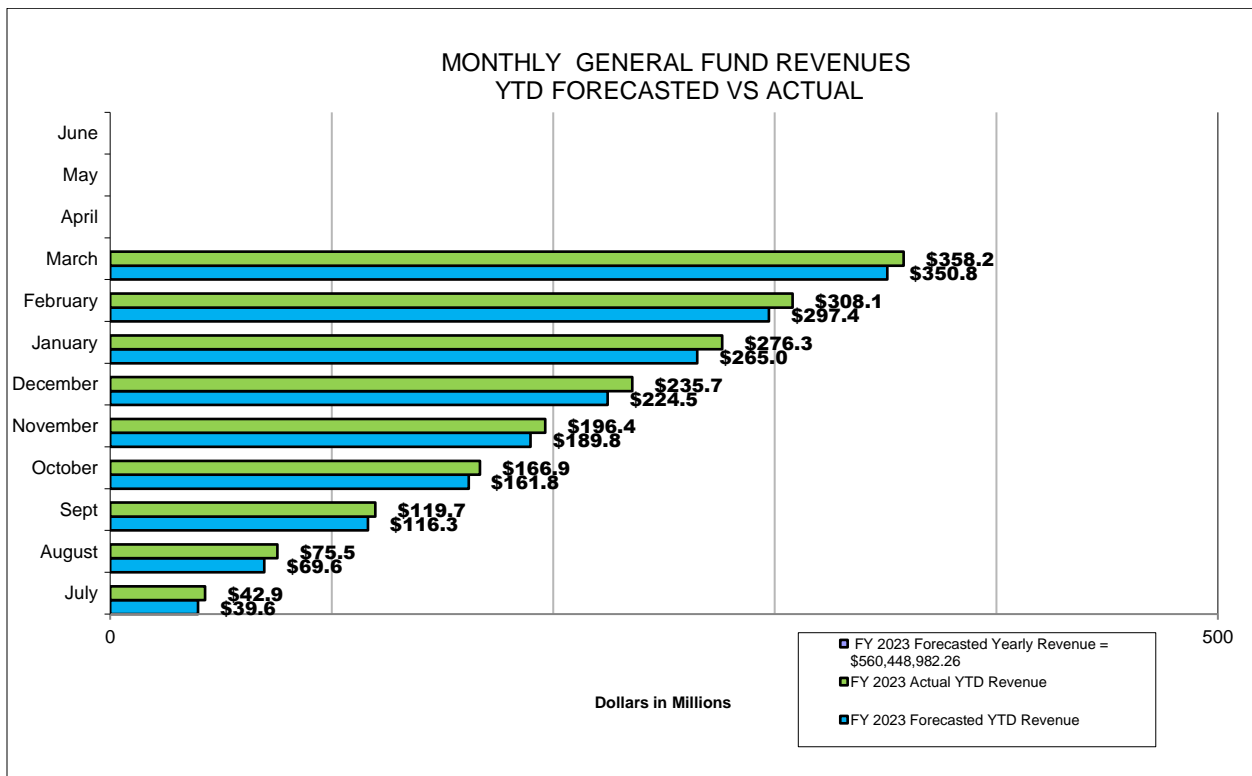
SUBJECT: Department of Finance Reports for the Month Ended March 31, 2023

**MARCH 2023
MONTHLY FINANCIAL REPORTS**

The following report provides an update on the City of Cincinnati’s financial condition as of the month ending March 31, 2023. Variances are based on current year estimates and prior year activity in attached schedules.

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

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through March 31, 2023 and shows that actual revenue of \$358.2 million was above forecasted revenue of \$350.8 million by \$7.4 million.



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

GENERAL FUND REVENUE SOURCES		
	FAVORABLE VARIANCE	(UNFAVORABLE) VARIANCE
General Property Tax		(\$995,708)
City Income Tax	5,482,712	
Admissions Tax	1,623,369	
Short Term Rental Excise Tax	407,650	
Licenses & Permits		(\$596,890)
Fines, Forfeitures, & Penalties		(\$297,569)
Investment Income	2,748,273	
Local Government		(\$290,668)
Casino	428,345	
Police	321,322	
Buildings and Inspections		(\$203,172)
Fire	532,654	
Parking Meter	450	
Other		(\$1,705,309)
	11,544,775	(\$4,089,317)
Difference	7,455,459	

General Fund (favorable variance) is \$7.5 million above the amount forecasted thru March in the FY 2023 Budget. This is the ninth month's report for the fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components.

Property Tax (unfavorable variance) is \$1 million below estimate due to the decrease in the millage for this half. The millage for the second half is set at a higher rate which will offset this unfavorable variance. The Administration anticipates Property Tax revenue will be on target at year end. This is a semi-annual payment. The second payment will be received in late Spring.

Income Tax (favorable variance) is \$5.5 million above the forecasted amount. This amount can fluctuate throughout the year as quarterly net profits are due. The Finance Department will continue to watch the trends, including those related to remote work, very closely.

Admission Tax (favorable variance) is \$1.6 million above estimate. Many estimates were set at pre-pandemic levels; however, businesses have rebounded stronger than expected.

Investment Income (favorable variance) is \$2.7 million above estimate. This is a result of better interest rates and a new contract with an investment manager yielding results above our projections. The market is volatile right now with the banking crisis so Finance will keep an eye on the rates going forward this Fiscal Year.

Fire (favorable variance) is \$533k above the forecasted amount. There has been an increase in Basic Life Support runs contributing to the increased revenue.

Other (unfavorable variance) is \$1.7 million below forecast. This category is made up of many small sources of revenue that fluctuate from time to time. The Finance Department will continue to monitor these various revenue sources.

Restricted Funds:

Parking Garages (favorable variance) is up \$961k. The estimate was very conservative this year as the decline from the pandemic is still lingering in this category. We are monitoring how many companies are bringing their employees back to the office and utilizing the lots and garages.

Parking Meter (unfavorable variance) is \$953k below estimate. Even with a reduction in the current year estimate from last year, there is still less demand leading to a negative variance.

Sawyer Point (unfavorable variance) is down \$275k. This variance is partly due to a large concert cancellation at the beginning of the fiscal year and less demand for parking at the riverfront.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of March 31, 2023.
2. Audit of the City Treasurer's Report for the month ended February 28, 2023.
3. Statement of Balances in the various funds as of March 31, 2023.

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

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