



City of Cincinnati

801 Plum Street
Cincinnati, OH 45202

Agenda - Final

Budget and Finance Committee

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

Monday, May 23, 2022

1:00 PM

Council Chambers, Room 300

ROLL CALL

PRESENTATIONS

Community Perceptions Survey
OPDA
EK Brown Property, LLC
123 E. McMicken Avenue, LLC

AGENDA

1. [202201155](#) ORDINANCE (EMERGENCY) submitted by John P. Curp, Interim City Manager, on 5/18/2022, AUTHORIZING the transfer and appropriation of \$1,470,554.92 from the unappropriated surplus of Community Development Block Grant Fund 304 to various project accounts, according to the attached Schedule of Transfer.

Sponsors: City Manager

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

2. [202201193](#) ORDINANCE submitted by John P. Curp, Interim City Manager, on 5/18/2022, AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount up to \$175,000, effective in FY 2023 pending award timing, from the State of Ohio Department of Public Safety, Office of Criminal Justice Services, to fund a Traffic Safety Resource Prosecutor assigned to the Ohio Department of Public Safety, which position will provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio, and work to develop a coordinated statewide, multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio; and AUTHORIZING the Finance Director to deposit the grant funds received by the City of Cincinnati into Law Enforcement Grant Fund 368, Project Account No. 23TSRP, effective in FY 2023 pending award timing.

Sponsors: City Manager

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

3. [202201194](#) ORDINANCE submitted by John P. Curp, Interim City Manager, on 5/18/2022, AUTHORIZING the City Manager to accept and deposit a donation totaling \$16,000 from the Cincinnati Park Board Commissioners' Fund to Parks Private Endowment and Donations Fund 430; AUTHORIZING the establishment of new capital improvement program project account no. 980x203x222021, "Mt. Airy Forest Accessible Spinner" for the purpose of purchasing and installing an accessible spinner in Mt. Airy Forest; and further AUTHORIZING the transfer and appropriation of \$16,000 from Parks Private Endowment and Donations Fund 430 to newly created capital improvement program project account no. 980x203x222021, "Mt. Airy Forest Accessible Spinner."

Sponsors: City Manager

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

4. [202201195](#) ORDINANCE submitted by John P. Curp, Interim City Manager, on 5/18/2022, LEVYING assessments to recover the unpaid costs of necessary sidewalk, sidewalk areas, curb, and gutter repairs incurred by the City of Cincinnati in the Mount Washington neighborhood in accordance with Cincinnati Municipal Code Chapter 721 and Ohio Revised Code Chapter 729.

Sponsors: City Manager

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

5. [202201196](#) ORDINANCE submitted by John P. Curp, Interim City Manager, on 5/18/2022, AUTHORIZING the City Manager and employees of the Department of Economic Inclusion to solicit and accept donations of money, in-kind contributions, participation fees, and other things of value from the business community, individual benefactors, and other appropriate sources for the City of Cincinnati's 2022 Business Enterprise Expo; and AUTHORIZING the Finance Director to deposit the donated funds into Fund 314, "Special Events."
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
6. [202201197](#) ORDINANCE submitted by John P. Curp, Interim City Manager, on 5/18/2022, AMENDING Ordinance No. 0084-2022 to increase the amount of a grant award from the Dater Foundation from \$15,000 to \$20,000 for the purpose of providing resources to the Cincinnati Recreation Commission's annual RiverTrek program.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
7. [202201199](#) ORDINANCE submitted by John P. Curp, Interim City Manager, on 5/18/2022, AUTHORIZING the City Manager to apply for, accept, and appropriate grant resources awarded by the United States Department of Justice, Office on Violence Against Women, from the FY 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (ALN 16.590) in an amount up to \$36,000 for the purpose of reimbursing the Cincinnati Police Department for the cost of providing an Immigration Liaison Officer to work assigned hours at the Family Justice Center of the Young Women's Christian Association of Greater Cincinnati, effective FY 2023 pending award timing; and AUTHORIZING the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 22YFJC, effective FY 2023 pending award timing.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
8. [202201201](#) REPORT, dated 5/18/2022, submitted by John P. Curp, Interim City Manager, regarding Department of Finance Report for the Month Ended March 31, 2022.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Attachments](#)

9. [202201159](#) ORDINANCE submitted by John P. Curp, Interim City Manager, on 5/11/2022, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with EK Brown Properties LLC, thereby authorizing a 12-year tax exemption for 100% of the value of improvements made to real property located at 810 Plum Street in the Central Business District of Cincinnati, in connection with the remodeling of an existing building into approximately 3,600 square feet of residential space consisting of 5 residential rental units at a total construction cost of approximately \$522,898.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Exhibit A](#)
10. [202201161](#) ORDINANCE submitted by John P. Curp, Interim City Manager, on 5/11/2022, APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement with 123 E. McMicken Avenue, LLC, thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 123 E. McMicken Ave in Over-the-Rhine, in connection with the remodeling of an existing building into approximately 1,530 square feet of commercial space at a total remodeling cost of approximately \$272,488.
- Sponsors:** City Manager
- Attachments:** [Transmittal](#)
[Ordinance](#)
[Attachment](#)

ADJOURNMENT

May 18, 2022

To: Mayor and Members of City Council 202201155
From: John P. Curp, Interim City Manager
Subject: Emergency Ordinance – 2021 CDBG Program Income Appropriation

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer and appropriation of \$1,470,554.92 from the unappropriated surplus of Community Development Block Grant Fund 304 to various project accounts, according to the attached Schedule of Transfer.

This Emergency Ordinance authorizes the transfer and appropriation of \$1,470,554.92 from the unappropriated surplus of Community Development Block Grant Fund 304 to various project accounts, according to the attached Schedule of Transfer.

The U.S. Department of Housing and Urban Development (HUD) announced the grant allocation of \$11,603,976 for the 2021 Community Development Block Grant (CDBG) program (ALN 14.218) via Award B-21-MC-39-0003 on February 25, 2021, which was accepted and appropriated by the City Council through Ordinance No. 0136-2021.

Program income received in 2021 is available to be transferred and appropriated to various projects, including the Youth and Young Adult Employment program for the summer training session, the Hazard Abatement Program, and eligible expenses associated with Section 108 projects. Program income received in the amount of \$1,470,554.92 must now be appropriated to existing 2021 CDBG project accounts, as set forth in the attached Schedule of Transfer.

The CDBG Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods,” as described on pages 160 – 163, and with the “Compete” initiative to “[b]e the pivotal economic force in the region,” as described on pages 101-102 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide funding for the continuation of vital City programs.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

LES

- 2022

AUTHORIZING the transfer and appropriation of \$1,470,554.92 from the unappropriated surplus of Community Development Block Grant Fund 304 to various project accounts, according to the attached Schedule of Transfer.

WHEREAS, the Community Development Block Grant (“CDBG”) Program began in 1974 and is one of the longest continuously run programs at the U.S. Department of Housing and Urban Development (“HUD”), through which HUD provides annual grants to local communities to address a wide range of unique community development needs; and

WHEREAS, HUD announced the grant allocation of \$11,603,976 for the 2021 CDBG program (ALN 14.218) via Award B-21-MC-39-0003 on February 25, 2021; and

WHEREAS, the award was accepted and appropriated by the City Council through Ordinance No. 0136-2021; and

WHEREAS, program income received in 2021 is available to be transferred and appropriated to various projects, including the Youth and Young Adult Employment program for the summer training session, the Hazard Abatement Program, and eligible expenses associated with Section 108 projects; and

WHEREAS, program income received in the amount of \$1,470,554.92 must now be appropriated to existing 2021 CDBG project accounts, as set forth in the attached Schedule of Transfer; and

WHEREAS, the CDBG Program is in accordance with the “Live” strategy to “[s]upport and stabilize our neighborhoods,” as described on pages 160-163, and with the “Compete” initiative to “[b]e the pivotal economic force in the region,” as described on pages 101-102 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That transfer and appropriation of \$1,470,554.92 from the unappropriated surplus of Community Development Block Grant Fund 304 to various project accounts is hereby authorized in accordance with the attached Schedule of Transfer, for the purpose of funding various projects, including the Youth and Young Adult Employment program for the summer

training session, the Hazard Abatement Program, and eligible expenses associated with Section 108 projects.

Section 2. That the proper City officials are authorized to do all things necessary and proper to carry out the terms 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 provide funding for the continuation of vital City programs.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

SCHEDULE OF TRANSFER

INCREASE EXISTING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPROPRIATIONS

Grant Program	Fund	Agency	Project Account No.	Project Title	Original Authorization	Amount to be Increased	Revised Authorization
CDBG	304	161	30421621	Youth and Young Adult Employment Program '21	\$732,214.00	\$410,000.00	\$1,142,214.00
CDBG	304	161	30421000	Administration - CDBG '21	\$1,794,994.00	\$294,110.98	\$2,089,104.98
CDBG	304	161	30421108	Section 108 Debt Service '21	\$367,000.00	\$16,443.94	\$383,443.94
CDBG	304	161	30421136	Hazard Abatement Program '21	\$757,214.00	\$750,000.00	\$1,507,214.00
TOTAL					\$3,651,422.00	\$1,470,554.92	\$5,121,976.92

May 18, 2022

To: Mayor and Members of City Council 202201193
From: John P. Curp, Interim City Manager
Subject: Ordinance – Police: FY 2023 State General Traffic Safety Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount up to \$175,000, effective in FY 2023 pending award timing, from the State of Ohio Department of Public Safety, Office of Criminal Justice Services, to fund a Traffic Safety Resource Prosecutor assigned to the Ohio Department of Public Safety, which position will provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio, and work to develop a coordinated statewide, multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio; and **AUTHORIZING** the Finance Director to deposit the grant funds received by the City of Cincinnati into Law Enforcement Grant Fund 368, Project Account No. 23TSRP, effective in FY 2023 pending award timing.

This Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant in an amount up to \$175,000, effective in FY 2023 pending award timing, from the State of Ohio Department of Public Safety, Office of Criminal Justice Services, to fund a Traffic Safety Resource Prosecutor (TSRP) assigned to the Ohio Department of Public Safety, which will provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio, and work to develop a coordinated statewide, multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio. This Ordinance would also authorize the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No, 23TSRP, effective in FY 2023 pending award timing.

The grant requires no matching funds. There are no new FTE associated with this grant. Per the award condition, this TSRP has been assigned by Ohio Department of Public Safety and the sub-contract term will be from October 1, 2022, through September 30, 2023.

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).

The Administration recommends passage of this Ordinance.

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

Attachment



AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in an amount up to \$175,000, effective in FY 2023 pending award timing, from the State of Ohio Department of Public Safety, Office of Criminal Justice Services, to fund a Traffic Safety Resource Prosecutor assigned to the Ohio Department of Public Safety, which position will provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio, and work to develop a coordinated statewide, multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio; and **AUTHORIZING** the Finance Director to deposit the grant funds received by the City of Cincinnati into Law Enforcement Grant Fund 368, Project Account No. 23TSRP, effective in FY 2023 pending award timing.

WHEREAS, a grant is available from the Ohio Department of Public Safety (“ODPS”), Office of Criminal Justice Services in an amount up to \$175,000; and

WHEREAS, the grant will provide continued funding for the Traffic Safety Resource Prosecutor position with ODPS for the fiscal year 2023, which position will provide support and training to the City and the region; and

WHEREAS, the Traffic Safety Resource Prosecutor (“TSRP”) serves as a training and educational resource for public agencies in the region, but is not a lawyer for the City and cannot provide legal advice to City departments; and

WHEREAS, the TSRP will develop, for the Ohio Traffic Safety Office, a coordinated statewide multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio; and

WHEREAS, per the conditions of the grant award, the Traffic Safety Resource Prosecutor will be assigned by the ODPS as a sub-contractor with a term from October 1, 2022 to September 30, 2023; and

WHEREAS, the grant does not require matching funds; and

WHEREAS, there are no new FTEs associated with this grant; and

WHEREAS, the grant application deadline is May 31, 2022, and the Cincinnati Police Department will apply before this date, but funding will not be accepted unless acceptance is approved by City Council; 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 authorized to apply for, accept, and appropriate a grant in an amount up to \$175,000, effective in FY 2023 pending award timing, from the State of Ohio Department of Public Safety, Office of Criminal Justice Services, to fund a Traffic Safety Resource Prosecutor assigned to the Ohio Department of Public Safety, which position will provide training, education, and technical support to traffic crimes prosecutors and law enforcement agencies throughout the State of Ohio, and work to develop a coordinated statewide, multidisciplinary planned approach to the prosecution of impaired driving and other traffic crimes in Ohio.

Section 2. That the Finance Director is hereby authorized to deposit the grant funds received by the City of Cincinnati into Law Enforcement Grant Fund 368, Project Account No. 23TSRP, effective in FY 2023 pending award timing.

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

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

May 18, 2022

To: Mayor and Members of City Council 202201194

From: John P. Curp, Interim City Manager

Subject: **Ordinance – Parks: Mt. Airy Forest Accessible Spinner**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to accept and deposit a donation totaling \$16,000 from the Cincinnati Park Board Commissioners’ Fund to Parks Private Endowment and Donations Fund 430; **AUTHORIZING** the establishment of new capital improvement program project account no. 980x203x222021, “Mt. Airy Forest Accessible Spinner” for the purpose of purchasing and installing an accessible spinner in Mt. Airy Forest; and further **AUTHORIZING** the transfer and appropriation of \$16,000 from Parks Private Endowment and Donations Fund 430 to newly created capital improvement program project account no. 980x203x222021, “Mt. Airy Forest Accessible Spinner.”

Approval of this Ordinance will authorize the City Manager to accept and deposit a donation totaling \$16,000 from the Cincinnati Park Board Commissioners’ Fund into Parks Private Endowment and Donations Fund 430. This Ordinance would authorize the Finance Director to transfer and appropriate \$16,000 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to newly established capital improvement program project account no. 980x203x222021, “Mt. Airy Forest Accessible Spinner,” for the purpose of purchasing and installing an accessible spinner in Mt. Airy Forest.

The Garden Club and the Cincinnati Parks Foundation have donated resources for the purchase and installation of an accessible spinner. This new spinner will be located across from Everybody’s Treehouse at an existing playground and will build upon a foundation of accessible assets in Mt. Airy Forest Park.

Since the total project cost is estimated to be \$28,204, Parks will contribute an additional \$12,204 from an existing capital improvement program project account. This donation requires no additional FTE.

The Mt. Airy Forest Accessible Spinner capital project is in accordance with the “Live” goal to “build a robust public life” and strategy to “develop and maintain inviting and engaging public spaces to encourage social interaction between different types of people,” as described on pages 150 – 152 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to accept and deposit a donation totaling \$16,000 from the Cincinnati Park Board Commissioners' Fund to Parks Private Endowment and Donations Fund 430; **AUTHORIZING** the establishment of new capital improvement program project account no. 980x203x222021, "Mt. Airy Forest Accessible Spinner" for the purpose of purchasing and installing an accessible spinner in Mt. Airy Forest; and further **AUTHORIZING** the transfer and appropriation of \$16,000 from Parks Private Endowment and Donations Fund 430 to newly created capital improvement program project account no. 980x203x222021, "Mt. Airy Forest Accessible Spinner."

WHEREAS, the Garden Club, the Cincinnati Parks Foundation, and the Cincinnati Park Board compiled and consolidated resources for the purchase and installation of an accessible spinner at Mt. Airy Forest, located across from Everybody's Treehouse at an existing playground; and

WHEREAS, the accessible spinner project includes the connected path to the spinner and the base for play equipment, reflects the Cincinnati Park Board's priority to create accessible parks and features, and will build upon a foundation of accessible assets in Mt. Airy Forest Park; and

WHEREAS, there are no new FTEs associated with this capital project; and

WHEREAS, in addition to the \$16,000 being donated as described above, the Parks Department anticipates the need to use an additional \$12,204 from existing capital improvement program project account no. 980x203x212000, "Park Infrastructure Rehabilitation," to cover a total project cost of \$28,204; and

WHEREAS, this capital project is in accordance with the Live goal to "build a robust public life" of Plan Cincinnati (2012), specifically, the strategy to "develop and maintain inviting and engaging public spaces to encourage social interaction between different types of people," as described on pages 150 – 152; now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and deposit a donation totaling \$16,000 from the Cincinnati Park Board Commissioners' Fund to Parks Private Endowment and Donations Fund 430, for the purpose of purchasing and installing an accessible spinner in Mt. Airy Forest.

Section 2. That the establishment of new capital improvement program project account no. 980x203x222021, “Mt. Airy Forest Accessible Spinner,” for the purpose of purchasing and installing an accessible spinner in Mt. Airy Forest, is hereby authorized.

Section 3. That the transfer and appropriation of \$16,000 from Parks Private Endowment and Donations Fund 430 to newly created capital improvement program project account no. 980x203x222021, “Mt. Airy Forest Accessible Spinner,” is hereby authorized.

Section 4. That the proper City officials are hereby authorized to do all things necessary and proper to comply with the terms of Sections 1 through 3 herein.

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

Date: May 18, 2022

202201195

To: Mayor and Members of City Council
From: John P. Curp, Interim City Manager
Subject: ORDINANCE LEVYING SIDEWALK ASSESSMENTS (MOUNT WASHINGTON)

Attached is an ordinance captioned as follows:

LEVYING assessments to recover the unpaid costs of necessary sidewalk, sidewalk areas, curb, and gutter repairs incurred by the City of Cincinnati in the Mount Washington neighborhood in accordance with Cincinnati Municipal Code Chapter 721 and Ohio Revised Code Chapter 729.

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: Coffey Street, Findlater Court, Graf Drive, Hialea Court, Rainbow Court, Rainbow Lane, and Triesta Court for a total amount of \$48,237.59

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

City of Cincinnati

JRS

AWB

An Ordinance No. _____ - 2022

LEVYING assessments to recover the unpaid costs of necessary sidewalk, sidewalk areas, curb, and gutter repairs incurred by the City of Cincinnati in the Mount Washington neighborhood in accordance with Cincinnati Municipal Code Chapter 721 and Ohio Revised Code Chapter 729.

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 Chapter 721 and Ohio Revised Code Chapter 729 authorize the City to perform repairs to sidewalks, sidewalk areas, curbs, and gutters when abutting property owners fail to do so, to bill the abutting property owners for the resulting costs, and to levy assessments against the abutting properties if those costs go unpaid; and

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

WHEREAS, the City Council passed Resolution 53-2021 declaring the need to perform the identified sidewalk repairs and further declaring the need to assess the abutting property owners for repair and administrative costs incurred by the City in making the repairs should the abutting property owners fail to make the necessary repairs; and

WHEREAS, the abutting property owners were notified of the need to make the repairs and that they would be assessed for any costs incurred by the City in performing the repairs, and the Clerk of Council has not received any objections to the assessments after providing such notice; and

WHEREAS, the City made repairs to sidewalks, sidewalk areas, curbs, and gutters abutting the Properties after the abutting property owners failed to do so; and

WHEREAS, in accordance with Cincinnati Municipal Code Chapter 721 and Ohio Revised Code Section 729-09, the Council hereby levies assessments on the Properties for which repair and administrative costs remain outstanding following the abutting property owners' failure to pay such amounts within thirty days of being billed, which assessments shall be certified to the Hamilton 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 Council hereby assesses those properties identified on the attached Exhibit A (the "Assessed Properties"), incorporated herein by reference, for outstanding repair and

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

Section 2. That each of the Assessed Properties is listed in Exhibit A together with the amount of the assessment, the length of the assessment period, and reference to the resolution earlier 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 Hamilton County Auditor by the City Treasurer with interest at the rate of 4.04% for 3-year assessments, 4.37% for 5-year assessments, and 4.63% 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, in accordance with Ohio Revised Code Section 729.10 and Article II, Section 6 of the Charter of the City of Cincinnati, which notice shall state 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 any person interested therein.

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

EXHIBIT A

Resolution No. 53-2021

Total Assessment Amount \$48,237.59

Term Years: 3

Term Assessment Amount: \$39,181.98

Location #	Billing Parcel	Location	Collection Amount
1	000100010077	6504 COFFEY St	\$536.88
2	000100010091	6519 COFFEY St	\$266.24
3	000100010101	6527 COFFEY St	\$762.96
4	000100010082	6532 COFFEY St	\$2,249.68
5	000100010083	6536 COFFEY St	\$517.08
6	000100010079	6540 COFFEY St	\$279.44
7	000100010099	6543 COFFEY St	\$378.45
8	000100010100	6547 COFFEY St	\$926.34
9	000100010090	6548 COFFEY St	\$1,399.22
10	000100010188	6552 COFFEY St	\$279.44
11	000100010311	6556 COFFEY St	\$510.47
12	000100010190	6568 COFFEY St	\$259.64
13	000100010183	6575 COFFEY St	\$814.12
14	000100010181	6601 COFFEY St	\$612.53
15	000100010177	6619 COFFEY St	\$649.10
16	000100010175	6627 COFFEY St	\$596.29
17	000100010167	6632 COFFEY St	\$350.50
18	000100010170	6644 COFFEY St	\$800.92
19	000100010143	2412 FINDLATER Ct	\$642.49
20	000100010147	2413 FINDLATER Ct	\$352.05
21	000100010142	2416 FINDLATER Ct	\$1,861.54
22	000100010146	2417 FINDLATER Ct	\$626.02
23	000100010144	2420 FINDLATER Ct	\$1,038.55
24	000100010105	6511 GRAF Dr	\$767.20
25	000100010116	6515 GRAF Dr	\$1,476.06
26	000100010106	6519 GRAF Dr	\$286.04
27	000100010121	6524 GRAF Dr	\$312.44
28	000100010110	6539 GRAF Dr	\$523.68
29	000100010119	6540 GRAF Dr	\$779.76
30	000100010246	6561 GRAF Dr	\$2,053.02
31	000100010251	6564 GRAF Dr	\$568.94
32	000100010245	6565 GRAF Dr	\$1,661.15
33	000100010244	6569 GRAF Dr	\$682.10
34	000100010222	6606 HIALEA Ct	\$1,032.39
35	000100010314	2415 RAINBOW Ct	\$154.02
36	000100010316	2423 RAINBOW Ct	\$701.90
37	000100010334	2444 RAINBOW Ct	\$358.65
38	000100010322	2447 RAINBOW Ct	\$378.45
39	000100010325	2459 RAINBOW Ct	\$299.24
40	000100010326	2463 RAINBOW Ct	\$408.86
41	000100010067	6458 RAINBOW Ln	\$266.24
42	000100010075	6461 RAINBOW Ln	\$1,195.33
43	000100010070	6470 RAINBOW Ln	\$520.18
44	000100010073	6482 RAINBOW Ln	\$1,050.40
45	000100010157	6504 RAINBOW Ln	\$956.04

46	000100010156	6516 RAINBOW Ln	\$886.73
47	000100010125	6523 RAINBOW Ln	\$365.25
48	000100010151	6524 RAINBOW Ln	\$1,045.16
49	000100010150	6528 RAINBOW Ln	\$352.05
50	000100010267	6557 RAINBOW Ln	\$1,210.93
51	000100010266	6563 RAINBOW Ln	\$682.10
52	000100010260	6589 RAINBOW Ln	\$1,497.74

Term Years: 5

Term Assessment Amount: \$3,498.36

Location #	Billing Parcel	Location	Collection Amount
53	000100010172	6639 COFFEY St	\$602.89
54	000100010088	6504 GRAF Dr	\$760.60
55	000100010107	6523 GRAF Dr	\$783.88
56	000100010232	6607 HIALEA Ct	\$1,005.55
57	000100010335	2436 RAINBOW Ct	\$345.45

Term Years: 10

Term Assessment Amount: \$5,557.25

Location #	Billing Parcel	Location	Collection Amount
58	000100010162	6610 COFFEY St	\$1,210.93
59	000100010123	6516 GRAF Dr	\$754.71
60	000100010158	6508 RAINBOW Ln	\$1,361.00
61	000100010136	6542 RAINBOW Ln	\$1,482.50
62	000100010212	6628 TRIESTA Ct	\$748.11

Resolution No. 53-2021

Total Assessment Amount \$48,237.59

Term Years: 3

Term Assessment Amount: \$39,181.98

Location #	Billing Parcel	Location	Collection Amount
1	000100010077	6504 COFFEY St	\$536.88
2	000100010091	6519 COFFEY St	\$266.24
3	000100010101	6527 COFFEY St	\$762.96
4	000100010082	6532 COFFEY St	\$2,249.68
5	000100010083	6536 COFFEY St	\$517.08
6	000100010079	6540 COFFEY St	\$279.44
7	000100010099	6543 COFFEY St	\$378.45
8	000100010100	6547 COFFEY St	\$926.34
9	000100010090	6548 COFFEY St	\$1,399.22
10	000100010188	6552 COFFEY St	\$279.44
11	000100010311	6556 COFFEY St	\$510.47
12	000100010190	6568 COFFEY St	\$259.64
13	000100010183	6575 COFFEY St	\$814.12
14	000100010181	6601 COFFEY St	\$612.53
15	000100010177	6619 COFFEY St	\$649.10
16	000100010175	6627 COFFEY St	\$596.29
17	000100010167	6632 COFFEY St	\$350.50
18	000100010170	6644 COFFEY St	\$800.92
19	000100010143	2412 FINDLATER Ct	\$642.49
20	000100010147	2413 FINDLATER Ct	\$352.05
21	000100010142	2416 FINDLATER Ct	\$1,861.54
22	000100010146	2417 FINDLATER Ct	\$626.02
23	000100010144	2420 FINDLATER Ct	\$1,038.55
24	000100010105	6511 GRAF Dr	\$767.20
25	000100010116	6515 GRAF Dr	\$1,476.06
26	000100010106	6519 GRAF Dr	\$286.04
27	000100010121	6524 GRAF Dr	\$312.44
28	000100010110	6539 GRAF Dr	\$523.68
29	000100010119	6540 GRAF Dr	\$779.76
30	000100010246	6561 GRAF Dr	\$2,053.02
31	000100010251	6564 GRAF Dr	\$568.94
32	000100010245	6565 GRAF Dr	\$1,661.15
33	000100010244	6569 GRAF Dr	\$682.10
34	000100010222	6606 HIALEA Ct	\$1,032.39
35	000100010314	2415 RAINBOW Ct	\$154.02
36	000100010316	2423 RAINBOW Ct	\$701.90
37	000100010334	2444 RAINBOW Ct	\$358.65
38	000100010322	2447 RAINBOW Ct	\$378.45
39	000100010325	2459 RAINBOW Ct	\$299.24
40	000100010326	2463 RAINBOW Ct	\$408.86
41	000100010067	6458 RAINBOW Ln	\$266.24
42	000100010075	6461 RAINBOW Ln	\$1,195.33
43	000100010070	6470 RAINBOW Ln	\$520.18
44	000100010073	6482 RAINBOW Ln	\$1,050.40
45	000100010157	6504 RAINBOW Ln	\$956.04

46	000100010156	6516 RAINBOW Ln	\$886.73
47	000100010125	6523 RAINBOW Ln	\$365.25
48	000100010151	6524 RAINBOW Ln	\$1,045.16
49	000100010150	6528 RAINBOW Ln	\$352.05
50	000100010267	6557 RAINBOW Ln	\$1,210.93
51	000100010266	6563 RAINBOW Ln	\$682.10
52	000100010260	6589 RAINBOW Ln	\$1,497.74

Term Years: **5**

Term Assessment Amount: \$3,498.36

Location #	Billing Parcel	Location	Collection Amount
53	000100010172	6639 COFFEY St	\$602.89
54	000100010088	6504 GRAF Dr	\$760.60
55	000100010107	6523 GRAF Dr	\$783.88
56	000100010232	6607 HIALEA Ct	\$1,005.55
57	000100010335	2436 RAINBOW Ct	\$345.45

Term Years: **10**

Term Assessment Amount: \$5,557.25

Location #	Billing Parcel	Location	Collection Amount
58	000100010162	6610 COFFEY St	\$1,210.93
59	000100010123	6516 GRAF Dr	\$754.71
60	000100010158	6508 RAINBOW Ln	\$1,361.00
61	000100010136	6542 RAINBOW Ln	\$1,482.50
62	000100010212	6628 TRIESTA Ct	\$748.11

May 18, 2022

To: Mayor and Members of City Council 202201196

From: John P. Curp, Interim City Manager

Subject: **Ordinance – DEI: 2022 Business Enterprise Expo Donations**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager and employees of the Department of Economic Inclusion to solicit and accept donations of money, in-kind contributions, participation fees, and other things of value from the business community, individual benefactors, and other appropriate sources for the City of Cincinnati’s 2022 Business Enterprise Expo; and **AUTHORIZING** the Finance Director to deposit the donated funds into Fund 314, “Special Events.”

This Ordinance authorizes the City Manager and employees of the Department of Economic Inclusion (DEI) to solicit and accept donations of money, in-kind contributions, participation fees, and other things of value from the Cincinnati business community, individual benefactors, and other appropriate sources for the purpose of providing resources to support the City of Cincinnati’s 2022 Business Enterprise Expo. This Ordinance also authorizes the Finance Director to deposit funds donated to the City of Cincinnati for the 2022 Business Enterprise Expo into Fund No. 314, “Special Events.”

The 2022 Enterprise Business Expo will be hosted by the DEI on September 30, 2022, at the Duke Energy Convention Center (DECC). This event will allow DEI-certified businesses to meet larger businesses within the City, promote peer-to-peer networking, and strengthen the relationship between DEI and the City’s business community.

Participation fees will be waived for any businesses certified prior to the day of the Expo. DEI will also certify new businesses at the 2022 Business Enterprise Expo.

The 2022 Business Enterprise Expo is in accordance with the “Compete” goal to “Foster a climate conducive to growth, investment, stability, and opportunity” and the strategy to “Build a streamlined and cohesive development process” as described on pages 111 – 113 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager and employees of the Department of Economic Inclusion to solicit and accept donations of money, in-kind contributions, participation fees, and other things of value from the business community, individual benefactors, and other appropriate sources for the City of Cincinnati’s 2022 Business Enterprise Expo; and **AUTHORIZING** the Finance Director to deposit the donated funds into Fund 314, “Special Events.”

WHEREAS, the 2022 Business Enterprise Expo will be hosted by the City of Cincinnati’s Department of Economic Inclusion (“DEI”) on September 30, 2022 at the Duke Energy Convention Center; and

WHEREAS, the 2022 Business Enterprise Expo will allow DEI-certified businesses (subcontractors) to meet larger businesses (prime contractors) within the City, promote peer-to-peer networking, and strengthen the relationship between DEI and the City’s business community; and

WHEREAS, DEI will certify new businesses at the 2022 Business Enterprise Expo; and

WHEREAS, the 2022 Business Enterprise Expo is in accordance with the “Compete” goal to “[f]oster a climate conducive to growth, investment, stability, and opportunity” and the strategy to “[b]uild a streamlined and cohesive development process” as described on pages 111 – 113 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 employees of the Department of Economic Inclusion are hereby authorized to solicit and accept donations of money, in-kind contributions, participation fees, and other things of value from the business community, individual benefactors, and other appropriate sources for the City of Cincinnati’s 2022 Business Enterprise Expo.

Section 2. That the Finance Director is hereby authorized to deposit the funds donated to the City of Cincinnati into Fund 314, “Special Events.”

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

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

May 18, 2022

To: Mayor and Members of City Council 202201197
From: John P. Curp, Interim City Manager
Subject: **Ordinance – Amending Ordinance No. 0084-2022 to Increase the Dater Foundation Grant Award for the CRC RiverTrek Program**

Attached is an Ordinance captioned:

AMENDING Ordinance No. 0084-2022 to increase the amount of a grant award from the Dater Foundation from \$15,000 to \$20,000 for the purpose of providing resources to the Cincinnati Recreation Commission's annual RiverTrek program.

On April 6, 2022, the City Council approved Ordinance No. 0084-2022 authorizing the City Manager to accept and appropriate grant resources in the amount of \$15,000 from the Dater Foundation to support the Cincinnati Recreation Commission's annual RiverTrek program.

The Dater Foundation has offered an additional \$5,000 for a total of \$20,000. This ordinance would amend Ordinance No. 0084-2022, approved by the City Council on April 6, 2022, and authorize the City Manager to apply for, accept, and appropriate a grant of up to \$20,000 from the Dater Foundation for the purpose of providing resources for the Cincinnati Recreation Commission's annual RiverTrek program.

The Administration recommends passage of this Ordinance.

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

Attachment

AMENDING Ordinance No. 0084-2022 to increase the amount of a grant award from the Dater Foundation from \$15,000 to \$20,000 for the purpose of providing resources to the Cincinnati Recreation Commission’s annual RiverTrek program.

WHEREAS, on April 6, 2022, Council approved Ordinance No. 0084-2022 authorizing the City Manager to apply for, accept, and appropriate grant resources in the amount of \$15,000 from the Dater Foundation to support the Cincinnati Recreation Commission’s annual RiverTrek program; and

WHEREAS, the Dater Foundation has offered an additional \$5,000 for a total of \$20,000; now, therefore,

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

Section 1. That Section 1 of Ordinance No. 0084-2022, approved by Council on April 6, 2022, is hereby amended as follows:

Section 1. That the City Manager is authorized to apply for, accept, and appropriate a grant of up to ~~\$15,000~~ \$20,000 from the Dater Foundation for the purpose of providing resources for the Cincinnati Recreation Commission's annual RiverTrek program.

Section 2. That all terms of Ordinance No. 0084-2022 not amended in this ordinance remain in full force and effect.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

After Pureval, Mayor

Attest: _____
Clerk

May 18, 2022

To: Mayor and Members of City Council 202201199
From: John P. Curp, Interim City Manager
Subject: **Ordinance – Police: FY 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate grant resources awarded by the United States Department of Justice, Office on Violence Against Women, from the FY 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (ALN 16.590) in an amount up to \$36,000 for the purpose of reimbursing the Cincinnati Police Department for the cost of providing an Immigration Liaison Officer to work assigned hours at the Family Justice Center of the Young Women’s Christian Association of Greater Cincinnati, effective FY 2023 pending award timing; and **AUTHORIZING** the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 22YFJC, effective FY 2023 pending award timing.

This Ordinance would authorize the City Manager to apply for, accept, and appropriate grant resources awarded by the U.S. Department of Justice (DOJ), Office on Violence Against Women (OVW) from the FY 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (ALN 16.590) in an amount up to \$36,000 for the purpose of reimbursing the Cincinnati Police Department (CPD) for the cost of providing an Immigration Liaison Officer (ILO) to work assigned hours at the Family Justice Center of the Young Women’s Christian Association (YWCA) of Greater Cincinnati, effective FY 2023 pending award timing. This Ordinance would also authorize the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No, 22YFJC.

CPD serves as a partner under the YWCA of Greater Cincinnati’s grant application. As a subrecipient, the CPD will receive reimbursement for ILO overtime. The current application is an extension of the FY 2019 grant, which expires in September 2022. The grant requires no matching funds. There are no new FTE associated with this grant.

As the grant application deadline was April 28, 2022, the YWCA of Greater Cincinnati has already applied for this grant. Should this Ordinance not receive approval from the City Council, the grant sub-award funding will not be accepted.

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

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate grant resources awarded by the United States Department of Justice, Office on Violence Against Women, from the FY 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (ALN 16.590) in an amount up to \$36,000 for the purpose of reimbursing the Cincinnati Police Department for the cost of providing an Immigration Liaison Officer to work assigned hours at the Family Justice Center of the Young Women’s Christian Association of Greater Cincinnati, effective FY 2023 pending award timing; and **AUTHORIZING** the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 22YFJC, effective FY 2023 pending award timing.

WHEREAS, the Family Justice Center of the Young Women’s Christian Association of Greater Cincinnati (“YWCA of Greater Cincinnati”) is a best-practice model of collaborated services for survivors of sexual violence and intimate partner violence; and

WHEREAS, a grant is available from the United States Department of Justice, Office on Violence Against Women in an amount up to \$1,000,000 for the Cincinnati-Hamilton County service area with the YWCA of Greater Cincinnati serving as lead agency/fiscal agent, and whereby the Cincinnati Police Department, as a grant sub-recipient, will receive up to \$36,000 for reimbursement for overtime to provide an Immigration Liaison Officer to work at the Family Justice Center; and

WHEREAS, no additional FTEs or local matching funds are required to accept this grant; and

WHEREAS, in order to meet the grant application deadline of April 28, 2022, the YWCA of Greater Cincinnati has already submitted the grant application, but the sub-award will not be accepted without approval of City Council; and

WHEREAS, this ordinance is in accordance with the “Live” goal to “[c]reate a more livable community” 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 sub-award in an amount of up to \$36,000 from the United States Department of Justice, Office on Violence Against Women, from the FY 2022 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (ALN #16.590)

for the purpose of reimbursing the Cincinnati Police Department for the cost of providing an Immigration Liaison Officer to work assigned hours at the Family Justice Center of the Young Women’s Christian Association of Greater Cincinnati, effective FY 2023 pending award timing.

Section 2. That the Director of Finance is hereby authorized to deposit the funds into Law Enforcement Grant Fund 368, Project Account No. 22YFJC, effective FY 2023 pending award timing.

Section 3. That the proper City officials are hereby authorized to do all things necessary and proper to comply with the terms of Section 1 and 2 hereof, effective FY 2023 pending award timing.

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

May 18, 2022

202201201

TO: Mayor and Members of City Council

FROM: John P. Curp, Interim City Manager

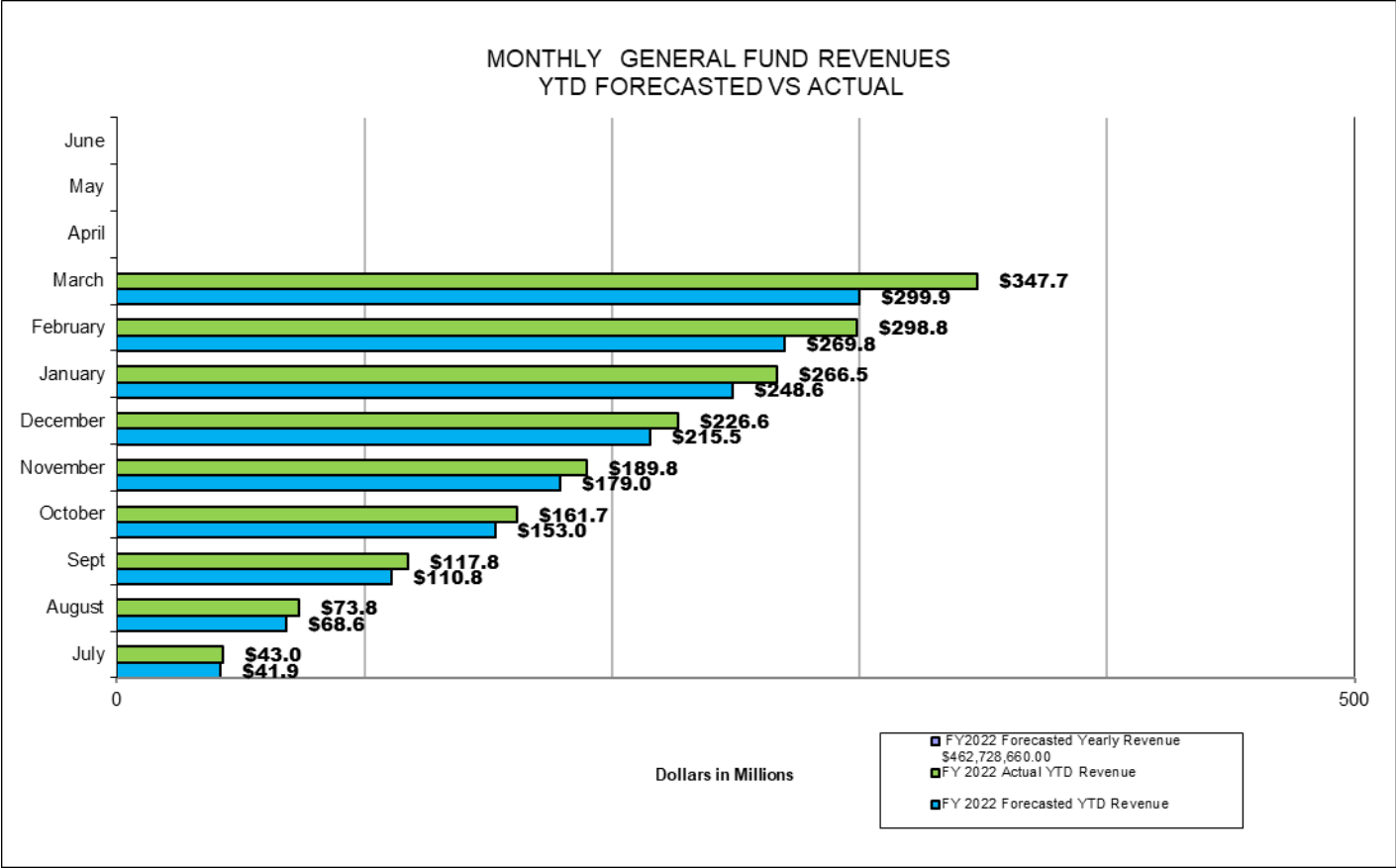
SUBJECT: Department of Finance Report for the Month Ended March 31, 2022

***MARCH 2022
MONTHLY FINANCIAL REPORTS***

The following report provides an update on the City of Cincinnati's financial condition as of the month ending March 31, 2022. The revenue variances in this report 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, 2022 and shows that actual revenue of \$347.7 million was above forecasted revenue of \$299.9 million by \$47.8 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	1,448,899	
City Income Tax	38,747,409	
Admissions Tax	2,383,273	
Short Term Rental Excise Tax	633,514	
Licenses & Permits	998,095	
Fines, Forfeitures, & Penalties		(\$52,698)
Investment Income	904,774	
Local Government	2,445,904	
Casino	1,477,752	
Police		(\$266,635)
Buildings and Inspections	63,974	
Fire	679,927	
Parking Meter	450	
Other		(\$1,643,955)
	49,783,971	(\$1,963,289)
Difference	47,820,682	

General Fund (favorable variance) is \$47.8 million above the amount forecasted thru March in the FY 2022 Budget. What follows is an explanation of significant variances of individual General Fund revenue components.

General Property Tax (favorable variance) is up \$1.4 million. Revenue is currently greater than projected as a result of higher assessed property values utilized by the County Auditor. However, since the millage rate is lower starting in CY 2022, property tax revenue is expected to be at or near the estimate at year end.

Income Tax (favorable variance) is \$38.7 million above the forecasted amount. The total amount of withholding refunds due in the CY 2022 is still unknown, which could affect the variance. Administration is still watching income tax withholding trends very closely due to the shift to remote work; however, the Administration expects to end the year significantly above the original estimate.

Admission Tax (favorable variance) is up \$2.4 million. The FY 2022 estimates are conservative due to the unknown level of response to the ongoing pandemic. The return of events since the pandemic and new entertainment venues have both contributed to the favorable variance which is expected to continue through the end of the fiscal year.

License & Permits (favorable variance) is up \$998k. Building permits are trending toward pre-pandemic levels along with Heating & Ventilating permits resulting in more permit revenue than anticipated. The FY 2022 estimate was conservative due to the lingering effects of the pandemic. The Administration will continue to monitor the activity.

Investment Income (favorable variance) is up \$905k. The favorable variance is due to many investments maturing in December. It is anticipated that investment income will exceed the revenue projections for the fiscal year. Investment income is recognized quarterly in September, December, March and June of each fiscal year.

Local Government (favorable variance) is \$2.4 million above the forecasted amount. The favorable variance is the result of increased revenue collection from the State of Ohio General Revenue tax sources.

Casino (favorable variance) is up \$1.5 million. The casino revenue is outperforming current estimates, which have been set at pre-pandemic levels.

Fire (favorable variance) is up \$680k above the forecasted amount. A current year change in the permit payment process is resulting in a positive variance as our estimates are based on a historical 3-year average. Finance will monitor this and adjust the estimate next year. Due to a conservative estimate for special event details and inspections, revenue in this area is outperforming as more businesses are opening after the pandemic.

Other (unfavorable variance) is \$1.6 million below forecast. This category is made up of many small sources of revenue that fluctuate from time to time. Finance will continue to monitor these various revenue sources.

Restricted Funds:

Parking System (favorable variance) is \$2.5 million above forecasted amount. There was a one-time payment received on the sale of a parking lot easement that contributes to \$1.4 million of this variance. The other variance is a result of the estimate being conservative as we are still trying to find the new normal from the pandemic and hybrid work schedules of downtown companies.

Municipal Golf (favorable variance) is up \$1.1 million. The Cincinnati Recreation Commission has experienced an increase in the utilization of the golf courses as people are looking for outside activities during the pandemic, resulting in increased revenue.

Parking Meter (unfavorable variance) is \$879k below the estimate. There was a permanent elimination of high-yielding spaces (Court St, the Banks and OTR) as well as lower demand from the pandemic that is leading to the unfavorable variance.

Recreation Special (unfavorable variance) is down \$1.6 million. The Cincinnati Recreation Commission is still seeing a reduction in revenue due to lower attendance in recreation center programs as a result of the lingering pandemic. Cancellations of some team sports have also occurred due to a shortage of game officials.

Hazard Abatement (unfavorable variance) is down \$766K. Even though the foreclosure ban has been lifted there has not been an increase in foreclosures. Therefore, the number of Vacant Foreclosure Licenses is still down. The Vacant Buildings Maintenance License revenue has not started to rebound either. A driver could be that homes are staying occupied and development plans are being instituted. This will lead to lower revenue in this fund but there may be more revenue in the General Fund as permits for improvements increase.

Submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of March 31, 2022.
2. Audit of the City Treasurer's Report for the month ended February 28, 2022.
3. Statement of Balances in the various funds as of March 31, 2022.

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

Attachments

May 11, 2022

To: Mayor and Members of City Council

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

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

Attached is an Ordinance captioned:

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

BACKGROUND/CURRENT CONDITIONS

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

DEVELOPER INFORMATION

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

PROJECT DESCRIPTION

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

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

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

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

PROPOSED INCENTIVE

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

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

*If the project were going to happen regardless of incentive, this is the return of real dollars for public benefits as potential future dollars are forgone. Note that the property is located in the Downtown OTR West TIF District which impacts the standard City property tax calculation.

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

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

Market rate of return: ~8-10%

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

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

PROJECT TEAM & TIMELINE

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

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

The anticipated council timeline is as follows:

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

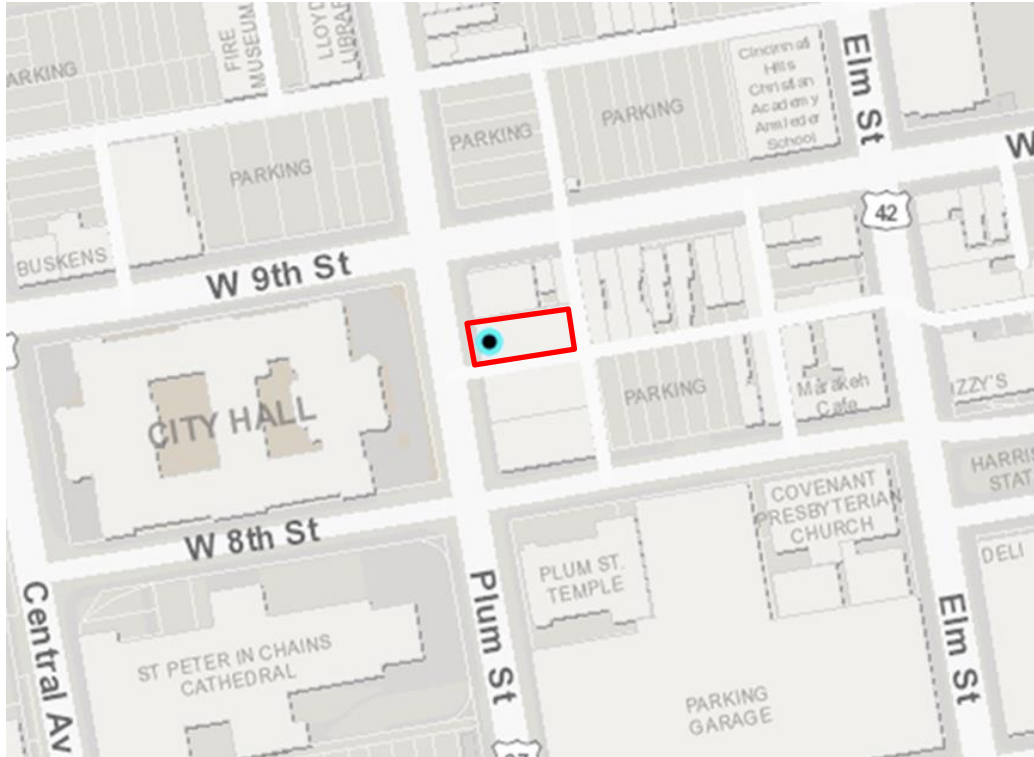
RECOMMENDATION

The Administration recommends approval of this Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



Property Location



810 Plum Street

City of Cincinnati

ZDS

AWB

An Ordinance No. _____

- 2022

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

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

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

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

WHEREAS, EK Brown Properties LLC (the “Company”) desires to remodel an existing building into approximately 3,600 square feet of residential space consisting of 5 residential rental units on real property at 810 Plum Street located within the corporate boundaries of the City of Cincinnati (the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

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

such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

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

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

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement* with EK Brown Properties LLC (the "Agreement"), thereby authorizing a 12-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 810 Plum Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 3,600 square feet of residential space consisting of 5 residential rental units, to be completed at a total construction cost of approximately \$522,898.

Section 2. That Council authorizes the City Manager:

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

(iv) to take all necessary and proper actions to fulfill the City's obligations under the Agreement.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

Community Reinvestment Area Tax Exemption Agreement

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

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018, Ordinance No. 370-2020 passed on November 12, 2020, and Ordinance No. 24-2022 passed on February 2, 2022 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. The Company is the sole owner of certain real property within the City, located at 810 Plum Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- E. The Company has proposed to remodel a building located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project.
- F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- G. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- H. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application

(i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

- I. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- J. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- K. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- L. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- M. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- N. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.

- R. This Agreement has been authorized by Ordinance No. _____-2022, passed by Cincinnati City Council on _____, 2022.
- S. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel an existing building on the Property into approximately 3,600 square feet of residential space consisting of 5 residential rental units (the "Improvements") at an estimated aggregate cost \$522,898 to commence after the execution of this Agreement and to be completed no later than April 30, 2023; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of one hundred percent (100%) of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of twelve (12) years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the

exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2034 or (ii) the end of the twelfth (12th) year of exemption.

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

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

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

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

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

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

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

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

Section 11. Small Business Enterprise Program.¹

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

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

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

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

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

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

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

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

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

enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has (i) 4 full-time equivalent employees at the Property with a total annual payroll of \$250,000 (the "Retained Jobs"), and (ii) no existing employment at any other locations in the State.

Section 13. Job Creation and Retention.

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

B. Jobs to be Created by Company. The Company agrees to use its best efforts to create 50 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling.

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

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

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

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

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

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

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

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

Section 18. Revocation.

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

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City

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

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

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

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

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

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

To the City:

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

To the Company:

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

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

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

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

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

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

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

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

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

abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

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

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

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

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

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

Section 36. Wage Enforcement.

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

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

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

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include

provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

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

By: _____
John P. Curp, Interim City Manager

By: _____

Date: _____, 2022

Printed Name: _____

Title: _____

Date: _____, 2022

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

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

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

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

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

Community Reinvestment Area Tax Exemption Agreement

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

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018, Ordinance No. 370-2020 passed on November 12, 2020, and Ordinance No. 24-2022 passed on February 2, 2022 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. The Company is the sole owner of certain real property within the City, located at 810 Plum Street, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- E. The Company has proposed to remodel a building located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project.
- F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- G. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- H. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application

(i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.

- I. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- J. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- K. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- L. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- M. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- N. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.

- R. This Agreement has been authorized by Ordinance No. _____-2022, passed by Cincinnati City Council on _____, 2022.
- S. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel an existing building on the Property into approximately 3,600 square feet of residential space consisting of 5 residential rental units (the "Improvements") at an estimated aggregate cost \$522,898 to commence after the execution of this Agreement and to be completed no later than April 30, 2023; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of one hundred percent (100%) of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of twelve (12) years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling, (B) the cost of remodeling, (C) the facts asserted in the application for exemption and (D) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the

exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2034 or (ii) the end of the twelfth (12th) year of exemption.

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

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

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

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

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

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

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

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

Section 11. Small Business Enterprise Program.¹

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

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

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

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

enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has (i) 4 full-time equivalent employees at the Property with a total annual payroll of \$250,000 (the "Retained Jobs"), and (ii) no existing employment at any other locations in the State.

Section 13. Job Creation and Retention.

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

B. Jobs to be Created by Company. The Company agrees to use its best efforts to create 50 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling.

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

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

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

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

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

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

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

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

Section 18. Revocation.

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

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City

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

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

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

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

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

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

To the City:

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

To the Company:

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

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

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

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

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

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

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

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

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

abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

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

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

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

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

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

Section 36. Wage Enforcement.

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

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

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

(b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include

provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

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

By: _____
John P. Curp, Interim City Manager

By: _____

Date: _____, 2022

Printed Name: _____

Title: _____

Date: _____, 2022

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

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

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

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

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

May 11, 2022

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

Attached is an Ordinance captioned:

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

BACKGROUND/CURRENT CONDITIONS

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

DEVELOPER INFORMATION

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

PROJECT DESCRIPTION

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

PROPOSED INCENTIVE

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

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

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

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

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

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

Market rate of return: ~8-10%

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

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

PROJECT TEAM & TIMELINE

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

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

The anticipated Council timeline is as follows:

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

RECOMMENDATION

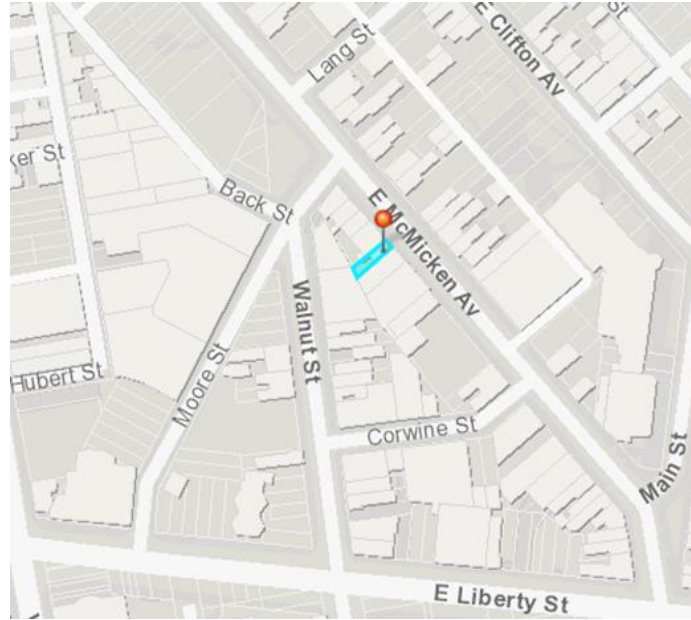
The Administration recommends approval of this Ordinance.

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

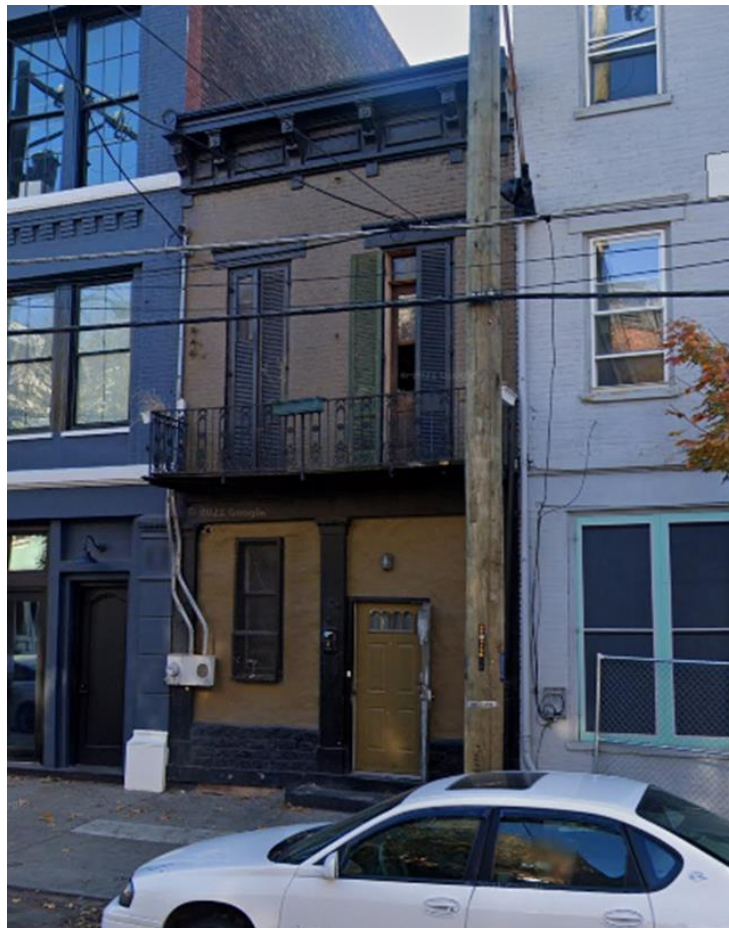
Attachment: A. Property location and photographs

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

Attachment A: Property Location and Photographs



Property Location



123 E. McMicken Avenue

City of Cincinnati

ZDS *AWB*

An Ordinance No. _____

-2022

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

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

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

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

WHEREAS, 123 E McMicken Avenue, LLC (the “Company”) desires to remodel an existing building into approximately 1,530 square feet of commercial space on real property at 123 E. McMicken Avenue located within the corporate boundaries of the City of Cincinnati (the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

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

such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

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

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

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement* with 123 E McMicken Avenue, LLC (the "Agreement"), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 123 E. McMicken Avenue in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of an existing building into approximately 1,530 square feet of commercial space, to be completed at a total construction cost of approximately \$272,488.

Section 2. That Council authorizes the City Manager:

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

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

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

Community Reinvestment Area Tax Exemption Agreement

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and 123 E MCMICKEN AVENUE, LLC, an Ohio limited liability company (the "Company").

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018, passed on October 31, 2018, Ordinance No. 370-2020, passed on November 12, 2020, and Ordinance No. 24-2022, passed on February 2, 2022 (as amended, the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. The Company is the sole owner of certain real property within the City, located at 123 E. McMicken Avenue, Cincinnati, Ohio 45202 (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- E. The Company has proposed to remodel a building located on the Property, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"), provided that the appropriate development incentives are available to support the economic viability of the Project.
- F. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing five or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- G. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- H. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the

City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency (“ODSA”), to be forwarded to the ODSA with an executed copy of this Agreement.

- I. The Director of the City’s Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- J. The Board of Education of the Cincinnati City School District (the “Board of Education”), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- K. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the “Board of Education Agreement”).
- L. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the “State”).
- M. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- N. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- O. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization (“VTICA”) for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the “VTICA Contribution”), which funds shall be committed by a third-party organization to support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.
- P. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar’s enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- Q. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.
- R. This Agreement has been authorized by Ordinance No. _____-2022, passed by Cincinnati City Council on _____, 2022.

- S. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel an existing building on the Property into approximately 1,530 square feet of commercial space (the "Improvements") at an estimated aggregate cost of \$272,488 to commence after the execution of this Agreement and to be completed no later than March 31, 2024 *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his or her discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling shall be in compliance with applicable building code requirements and zoning regulations. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

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

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

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

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

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

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

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

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

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

Section 11. Small Business Enterprise Program.¹

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

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

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

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, there are (i) 2 full-time equivalent employees in Cincinnati that will relocate to the Property with a total annual payroll of \$112,000 (the “Retained Jobs”), and (ii) the Company has no existing employment at any other locations in the State.

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

Section 13. Job Creation and Retention.

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

B. Jobs to be Created by Company. The Company agrees to use its best efforts to create or cause to be created (i) 1.5 full-time equivalent permanent jobs and (ii) 2.5 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and shall end three (3) years thereafter.

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

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

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

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

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

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

Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

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

Section 18. Revocation.

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

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

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear

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

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

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

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

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

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

To the City:

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

To the Company:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 36. Wage Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
John P. Curp, Interim City Manager

Date: _____, 2022

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

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

By: _____
Daniel Klingler, Manager

Date: _____, 2022

Authorized by resolution dated _____

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A to CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

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

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

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

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

094-0007-0221-00

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED