

**Comprehensive Services Plan
for the
Ohio City-Cleveland Business Improvement District**

**SECTION I
Overall Summary of Business Plan for 2017-2019**

The Ohio City Improvement Corporation, an Ohio non-profit corporation (the “Corporation”, formerly known as the Market District Improvement Corporation)) has been providing exceptional services to the Ohio City - Cleveland Business Improvement District (formerly known as the Market District - Cleveland Business Improvement District (the “District”)) since its inception. The Corporation, contracts with Downtown Cleveland Alliance (DCA) for delivery of certain day-to-day services within the District. During this time, the Corporation’s profile and scope of work have grown to be a crucial service in the District.

Ohio City’s commercial district is comprised of an eclectic mix of stores, restaurants, residences and other businesses with Market Square Park and the West Side Market at the center of activity, more specifically described in Section II below. The Corporation shall continue to provide upkeep, cleaning, maintenance, and beautification services within the District to provide safety and security services to the residents, business owners and their employees and customers within the District.

Since the creation of the District in 2012, commercial vacancy has dropped from 40 percent to less than two percent, residential occupancy is more than 95 percent, and Ohio City remains a neighborhood where businesses and residents want to locate. Moving forward, the District will continue to sustain this momentum by expanding its boundaries and adding additional services.

**SECTION II
Area of District**

The area to be serviced generally consists of a portion of the City of Cleveland, Ohio in the Ohio City neighborhood, bounded on the North by 1452 West 25th Street and Church Avenue; on the South by Chatham Avenue and Lorain Avenue; on the west by West 28th Street and West 26th Place; and on the East along West 24th Street, West 25th Street and Gehring Avenue, as more particularly depicted on the map attached hereto as Exhibit A. The District shall not include church property or property owned by the state, county, municipal, or federal government, unless a church, county or municipal corporation has specifically requested in writing that the property be included in the district.

**SECTION III
Governance**

A. Ohio City Improvement Corporation. The Corporation will continue to govern the activities of the District. The Corporation is organized as a nonprofit corporation pursuant to Chapters 1702 and 1710 of the Ohio Revised Code (as amended, the “Code”). Each owner of real property within the Corporation, other than the State of Ohio and the United States of

America, will be a member of the Corporation (“Members”), subject however to the requirements set forth in Section 1710.01 and otherwise in the Code. The Corporation is organized under its Articles of Incorporation and Code of Regulations, both of which shall be amended to reflect the name change and the expansion of the boundaries of the District and will be submitted to the City of Cleveland for approval. The Corporation is governed by a Board of Directors and the Code of Regulations provide for the election of the Board of Directors.

B. Board of Directors. The Board of Directors of the Corporation are determined in accordance with the Articles of Incorporation and the Code of Regulations and consist of not less than five individuals, one of whom is be appointed by Council of the City of Cleveland and one of whom is the Mayor of the City, or alternatively if so designated by the Mayor to serve in his or her stead, an employee of the City involved with its planning or economic development functions who serves at the pleasure of the Mayor, and the remainder of whom are Members elected by the Members, or in the case of Members that are not natural persons, designees of such Members elected by the Members. The current Board of Directors are as follow:

Darrell Young, Chair
Michael Foran, Vice Chair
James Keating, Treasurer
Greg Patt, Secretary
Doug Perkowski
Michael “Sporty” Kilbane
Tom Gillespie
Kathi Paroska
Tom McNair

C. Management. The District will continue to engage a professional manager to coordinate and supervise the deployment of service, to communicate with the Members and to advocate for continued improvement for the District. In addition to managing these services, the manager will provide assistance to the Board of Directors and will implement financial controls, perform bookkeeping functions and otherwise provide administrative support. Due to the Corporation’s familiarity of the Ohio City neighborhood and its current operations and activities in the area (including, without limitation, its economic development, marketing and special events programs), the Corporation is best positioned to manage the day-to-day operations of the District. The Corporation’s role as manager will also safeguard against duplication of existing neighborhood improvement efforts already being offered by the Corporation or the City. The Board of Directors will contract with the Corporation to provide these services. Ten percent (10%) of the budget for the District will be used to cover management and administrative expenses.

D. Dissolution of District. The District may only be dissolved in accordance with Section 1710.13 of the Code and its Articles of Incorporation.

SECTION IV
Services to be Provided

A. Determination of Services. Based upon collective and continuous input from outreach, research into the operations of other area improvement districts and ongoing conversations with individual property owners, it is determined that the Corporation, as manager, will continue to focus on providing safety and security services and cleaning and maintenance services to the District as further set forth below.

Description of Services. The objective of the services provided in the District is to provide an enhanced quality of life for residents and quality of experience for visitors which will ultimately provide value and increased patronage to local businesses. The services are provided through ambassadors strategically located within the District. Ambassadors help to create a cleaner, safer and more welcoming district. Ambassador highlights from 2015 include:

- a. 1,152 instances of graffiti cleaned
 - b. 5,907 interactions with businesses, visitors and residents
 - c. 61,375 pounds of trash removed from the district
 - d. 1,056 safety escorts provided
 - e. 647 public disturbances addressed
 - f. 362 motorists assisted
1. Safety and Security Services: One of the main focuses of the District is to provide safety and security services (“Safety Services”). The Safety Services will continue to include the following:
- a. Safety patrols to deter and document crime and public disturbances and to communicate with police and other law enforcement officials as needed;
 - b. Safety personnel to increase visibility with visitors and assist or provide information as necessary;
 - c. Security escorts for employees and residents and visitors;
 - d. Late-night safety program with safety patrols and escorts provided by off-duty police officers; and
 - e. Outreach to the homeless community.
2. Cleaning and Maintenance Services: Another main focus of the Corporation will be to provide cleaning and maintenance services to enhance the quality and beautification of the District such that it is more inviting for businesses, residents, employees and visitors (“Cleaning Services”). The Cleaning Services will continue to include the following:

- a. Sidewalk cleaning;
 - b. Graffiti removal from sidewalks, buildings and rights of way;
 - c. Beautification (such as landscaping, maintenance and repair of benches, bike racks and other improvements, decorating, etc., which may be provided on a seasonal basis);
 - d. Waste and litter removal;
 - e. Maintenance for Market Square Park; and
 - f. District-wide sidewalk snow removal.
3. Other Services: This Plan authorizes additional activities permitted under Section 1706(a) of the Code in addition to the Safety Services and Cleaning Services defined herein (collectively, “Other Services”). In the event that certain costs were not anticipated, but are necessary to provide the services outlined in this Plan, the Plan authorizes them as long as the services are permitted under Section 1706(a) and other provisions of the Code.
4. Contract Services. In addition to providing services to property owners within the District, the Corporation may contract to provide safe, clean, and other services to properties adjacent to but outside the formal District boundaries. The Corporation may also seek to contract for service arrangements with property owners that are excluded from the District under the Code. The foregoing contract services will be arranged at a rate not less than the rate paid by property owners within the District.
- B. Allocation of Services. Approximately sixty percent (60%) of the Budget (described in Section VI below) will be used on Safety Services and thirty percent (30%) will be used for Cleaning Services, with the remaining ten percent (10%) being used for administrative expenses. In the event Other Services are required, the above-referenced allocations will be adjusted to account for the costs of the Other Services.

SECTION V

Term of Plan and Period of Assessment

- A. Term of Plan. The term of this Plan will be for three (3) years from January 1, 2017 through December 31, 2019. Services contemplated by this Plan may not be provided until after the collection and remittance of the first installment of the assessed funds, which may be three to six months after the beginning of the term.
- B. Period of Assessment. The period of the assessment will be for three (3) years from January 1, 2017 through December 31, 2019.

SECTION VI
Budget and Method of Assessment

A. Budget Determination. The Corporation initially developed, researched, and presented several annual budget options to the Board of Directors. After review, the Board of Directors approved a total budget of \$741,816. This total budget is based on an estimated cost for the first year of the District of \$240,000.00 with annual three percent (3%) increases thereafter to account for potential increased costs and service levels. This budget has been established to incorporate all costs of operating the District, which are costs permissible under Section 1710.07 of the Code. The annual budget breakdown for each year of the term of the District is set forth in the table below.

2017	\$240,000
2018	\$247,200
2019	\$254,616

B. Method of Assessment. The assessment will be fixed on a date not more than 60 days prior to any action by the City of Cleveland to levy the assessments. The total assessed costs for this Plan will be the sum of the annual budget for the three (3) year period of the plan (\$741,816). One-third of the total amount (\$222,544.80) plus any collection costs will be the annual amount assessed on the Members (the “Total Annual Assessment”). As permitted by Sections 1710.06 and 727.01 of the Code, the assessment methodology for the District will be based on a combination of the value and front footage methods and the maximum value of a property within the District shall be capped at \$10,000,00.00. Thirty-five percent (35%) the Total Annual Assessment will be based on the tax value of the property assessed and sixty-five percent (65%) of the Total Assessment will be based on the front foot of the property bounding and abutting upon the improvement. The formula that will be used to determine each Members assessment amount is set forth below:

1. Value Based Assessment. The assessed value of Member’s property shall be divided by the assessed value of all property in the District. This quotient shall be multiplied by the Total Annual Assessment and then multiplied by thirty-five percent (35%). This product shall be referred to herein as the “Value Based Assessment.”
2. Footage Based Assessment. The Front Footage of a Member’s Property shall be divided by the total front footage of all property in the District. This quotient shall be multiplied by the Total Annual Assessment and then multiplied by sixty-five percent (65%). This product shall be referred to herein as the “Footage Based Assessment.”
3. Total Assessment. The total assessment for each Member shall equal the sum of the Value Based Assessment plus the Footage Based Assessment.

$\frac{\text{Assessed Value of Property}}{\text{Assessed Value of District}}$	X	Total Annual Assessment	X	Thirty-Five Percent (35%)	=	Valued Based Assessment
+						
$\frac{\text{Assessed Value of Property}}{\text{Total Front Footage in District}}$	X	Total Annual Assessment	X	Sixty-Five Percent (65%)	=	Footage Based Assessment

SECTION VII
ACCOUNTABILITY AND REPORTING

This Plan contemplates that certain safeguards will be implemented by the Corporation to and the District increase accountability and transparency to Members. Each year, the Corporation will create an annual report setting forth program descriptions and performance results, as well as other information and available statistics related to the services performed, economic progress of the District and safety issues. Feedback will be sought from Members, including with respect to the effectiveness of services offered and provided as well as the responsiveness of the Corporation to the board of directors. The Corporation will work with the District to seek efficient allocation of safety and cleaning resources. Prior to the expiration of the term of the District, the Corporation will re-evaluate the Plan and the programs, services, impact, budget and assessment and will make a determination as to whether to enter into a new support drive for the next term. The Corporation commits to leading this process and working with all Members in advance of the term expiration to allow for a thoughtful and meaningful process. Any renewal and subsequent renewals of the District will require the creation of new business plans and a petition by property owners in accordance with the Code.

Exhibit A
Map of District

See attached