

# BEREA CITY COUNCIL

*City of Berea, Ohio*

## ORDINANCE NO. 2024-52

By: Councilwoman Mary K. Brown Sponsor: Mayor Cyril M. Kleem

### AN ORDINANCE

#### **AMENDING THE COMMUNITY REINVESTMENT AREA ("CRA") AGREEMENT WITH IRIS PROPERTIES, LLC. AND DR. CAITLIN S. FILIPS, INC., AND DECLARING AN EMERGENCY.**

**WHEREAS**, in Ordinance No. 2018-16, which is attached hereto as Exhibit "A" and incorporated herein by reference, this Council authorized the City to enter into a 10-year Community Reinvestment Area Real Estate Tax Abatement Agreement ("CRA Agreement") with Iris Properties, LLC. ("IP") and Caitlin S. Filips, Inc. ("DCF") to facilitate the construction of a new 2,600 square foot optometrist office at 487 West Bagley Road on Permanent Parcel Number 363-02-059; and

**WHEREAS**, on July 16, 2024, the Cuyahoga County Tax Incentive Review Council recommended that Berea City Council amend the CRA Agreement with IP and DCF to reflect a change in circumstances relating to job creation; and

**WHEREAS**, prior to construction, Cuyahoga County established a taxable building value of \$79,900 which generated \$2,297 in real estate taxes; and

**WHEREAS**, after construction, Cuyahoga County established a value of \$189,900 for the new commercial building, with a taxable value of \$96,900 after the 49% tax abatement provided for in Ordinance No. 2018-16. Upon application of the abatement, the total tax on the commercial building was \$3,175. The City's share of the total tax was \$476; and

**WHEREAS**, prior to construction, Cuyahoga County established a taxable land value of \$27,600, generating \$773 in real estate taxes, of which the City received \$116; and

**WHEREAS**, following the construction project, Cuyahoga County established a taxable land value of \$259,500 which yields the yearly real estate tax of \$8,504, of which the City's portion is \$1,276; and

**WHEREAS**, due to the increased valuation, the City's portion of the real estate taxes increased from \$460 to \$1,752, with the bulk of the taxes coming from the increase in the value of the land; and

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**WHEREAS**, prior to entering into the CRA Agreement, DCF made a long-range projection about the number of new employees it would need to hire to operate this new optometrist office; and

**WHEREAS**, the original CRA Agreement required DCF to retain three (3) full-time equivalent job positions, create two (2) new full-time equivalent job positions, and the new full-time equivalent job positions to generate \$70,000 in additional payroll; and

**WHEREAS**, as a result of the pandemic and changing customer expectations, DCF instituted changes to its business model, requiring fewer employees; and

**WHEREAS**, due to changes in regional labor force, DCF has also been unable to hire qualified employees, as further described in Exhibit "B", which is attached hereto and incorporated herein by reference; and

**WHEREAS**, considering changes in customer expectations and the regional labor force, DCF can commit to retaining three (3) full-time equivalent job positions as specified in the original CRA, but can only create one (1) new full-time equivalent job position at \$35,000 per year; and

**WHEREAS**, pursuant to the original CRA, if DCF had created \$70,000 in new payroll, the City would have received \$1,400 of new payroll taxes each year. However, should the original CRA be amended as outlined herein, the DCF will create \$35,000 in new payroll, and the City will receive \$700 in new payroll tax each year; and

**WHEREAS**, upon consideration of the changes of circumstances, which were reviewed by the Cuyahoga County Tax Incentive Review Council on July 16, 2024, it was recommended that Berea City Council amend the CRA Agreement with IP and DCF to reflect a change in the number of FTE jobs to be created during the term of the abatement.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Berea, State of Ohio:

**SECTION 1.** That Section 2 of the CRA between the City of Berea and Iris Properties, LLC. ("IP") and Caitlin S. Filips, Inc. ("DCF") authorized in Ordinance No. 2018-16, which has heretofore read:

2. Job Creation and Retention. IP, DCF or the tenants of the Site shall work to estimate and create the equivalent of two (2) new full-time permanent job opportunities by December 31, 2023.

IP, DCF or the tenants of the Site will retain the equivalent of three (3) full-time permanent jobs during the abatement period.

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The increase in the number of employees to be created in accordance with Section 2 will result in approximately \$70,000 of new additional annual payroll for IP, DCF or the tenants of the Site. The entire increase in payroll shall be attributed to the creation of permanent employment positions.

**Shall be and is hereby amended to read as follows:**

2. Job Creation and Retention. IP, DCF or the tenants of the Site shall work to estimate and create the equivalent of **one (1)** new full-time permanent job opportunity by **December 31, 2025**.

IP, DCF or the tenants of the Site will retain the equivalent of three (3) full-time permanent jobs during the abatement period.

The increase in the number of employees to be created in accordance with this Section 2 will result in approximately **\$35,000.00** of new additional annual payroll for IP, DCF or the tenants of the Site. The entire increase in payroll shall be attributed to the creation of permanent employment positions.

**SECTION 2.** That all other provisions of the CRA Agreement authorized in Ordinance No. 2018-16 shall remain in effect and enforceable.

**SECTION 3.** That due notice of such Agreement has been provided by the Mayor (or his designee) to the Berea City School District and Polaris Vocational School District in accordance with current law and/or regulations, and that all other notices, requirements, application contents and/or reviews be otherwise completed and provided, as may be required or called for in said Agreement or pursuant to law.

**SECTION 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


**SECTION 5.** That this Ordinance shall take effect and be in force at the earliest time allowed by law.

# BEREA CITY COUNCIL


*City of Berea, Ohio*

ORDINANCE NO. 2024-52

PASSED: December 16, 2024

ATTEST:   
Acting Clerk of Council

APPROVED AS TO FORM:

 Director of Law



  
President of Council  
APPROVED: December 23, 2024  
  
Mayor

Exhibit A

# COUNCIL CHAMBER

City of Berea, Ohio

ORDINANCE No. 2018-16

By Nick Haschka Sponsored By Mayor Cyril M. Kleem

## AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA ("CRA") AGREEMENT WITH IRIS PROPERTIES, LLC. AND DR. CAITLIN S. FILIPS, INC., AND DECLARING AN EMERGENCY.

WHEREAS, Iris Properties, LLC., intends to purchase and demolish the existing house at 474 Lindberg Boulevard (Permanent Parcel Numbers 363-02-001; 363-02-002; 363-02-003; 363-02-004; and 363-02-006) in order to develop a new professional office facility at this site; and

WHEREAS, Dr. Caitlin S. Filips, Inc. would operate an optometrist office at the new facility, retaining three full time permanent jobs and creating two new full time permanent jobs; and

WHEREAS, such redevelopment project qualifies for benefits associated with the City's duly adopted (as amended) Community Reinvestment Area program.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Berea, State of Ohio:

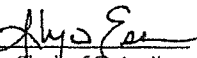
SECTION 1. That the Mayor is hereby authorized to enter into a Community Reinvestment Area ("CRA") Agreement with Iris Properties, LLC. and Dr. Caitlin S. Filips, Inc. in substantially the form of Agreement attached hereto as Exhibit "A" and incorporated herein.

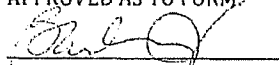
SECTION 2. That due notice of such Agreement has been provided by the Mayor (or his designee) to the Berea City School District and Polaris Vocational School District in accordance with current law and/or regulations, and that all other notices, requirements, application contents and/or reviews be otherwise completed and provided, as may be required or called for in said Agreement, or pursuant to law.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


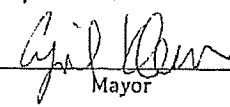
SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, or providing for the usual daily operation of a municipal department and for the further reason that said Agreement must be in place before improvements on the property may begin, and the improvements are ready to immediately commence upon such approval, thereby enhancing business expansion and creating jobs. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: April 2, 2018

ATTEST:   
Clerk of Council

APPROVED AS TO FORM:  
  
Director of Law

APPROVED: April 3, 2018

  
President of Council  
  
Mayor

**COMMUNITY REINVESTMENT AREA AGREEMENT**

This Community Reinvestment Area Agreement (the "Agreement"), dated as of \_\_\_\_\_, 2018, is entered into by and between the City of Berea, Ohio (the "City"), a municipal corporation and political subdivision, organized and existing under the laws of the State of Ohio (the "State"), with its main offices located at 11 Berea Commons, Berea, Ohio 44017, (hereinafter referred to as the "City"); Iris Properties, LLC., a limited liability company with its offices located at 487 West Bagley Road, Berea, Ohio 44017 (hereinafter referred to as "IP") and Dr. Caitlin S. Filips, Inc., a corporation with its offices located at 487 West Bagley Road, Berea, Ohio 44017 (hereinafter referred to as "DCF").

**WITNESSETH**

**WHEREAS**, by Ordinance No. 94-60, 97-24, 2007-11, 2008-27 passed by this Council on June 21, 1994, as amended by 97-24, 2007-11, 2008-27 (collectively the "CRA Ordinance"), the Council found and determined that the Community Reinvestment Area (the "Community Reinvestment Area") designated in Ordinance No. 94-60 constitutes an area in which housing facilities or structures of historical significance are located and in which new construction and repair of existing facilities has been discouraged; and

**WHEREAS**, effective June 20, 1994, the Director of Development of the State determined that the aforementioned area designated in said Ordinance No. 94-60 June 21, 1994, as amended by 97-24, 2007-11, 2008-27 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as a Community Reinvestment Area under said Chapter 3735; and

**WHEREAS**, the City has encouraged the development of real property located in the Community Reinvestment Area; and

**WHEREAS**, IP intends to construct an approximately 2,600 Square Foot commercial building at 487 West Bagley Road, Berea, Ohio 44017 and known as Permanent Parcel Numbers 363-02-001; 363-02-002; 363-02-003; 363-02-004; and 363-02-006 (hereinafter also referred to as the "Site") to be used by DCF to operate an optometrist office with related services (hereinafter also referred to as the "Project") within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said Project; and

**WHEREAS**, DCF provides eye examinations; fittings for eyeglasses and contact lenses; retail sale of eyeglasses and contact lenses; and related services to residents of the City and adjoining areas. Currently, DCF operates in a leased facility in Berea but wishes to construct and own a building that is specifically designed to meet its needs; and

**WHEREAS**, the proposed use of the Site is beneficial to the community and the neighborhood because it is a low impact commercial use that is situated between a residential area and high traffic commercial area. The Project will likely encourage similar development within the general area; and

**WHEREAS**, the City having the appropriate authority for the Project is desirous of providing IP and DCF with incentives available for the development of the Project in the Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

**WHEREAS**, IP and DCF have submitted a proposed agreement application (herein attached as Exhibit A) to the City and said application is hereinafter referred to the "Application"); and

**WHEREAS**, IP and DCF have remitted the required state application fee of \$750.00 made payable to the Ohio Department of Development with the application to be forwarded to said Department with a copy of the final agreement; and

**WHEREAS**, the administrative staff of the City investigated the application of IP and DCF and has recommended the same to the Council of the City on the basis that IP and DCF are qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the City; and

**WHEREAS**, DCF currently employs three (3) Full-Time Employees or Full Time Equivalent Employees and wishes to expand but cannot expand within its current facility; and

**WHEREAS**, If IP builds the proposed Project pursuant to this agreement, DCF will retain three (3) Full-Time Employees or Full Time Equivalent Employees and projects the addition of two (2) additional Full Time Employees or Full Time Equivalent Employees by December 31, 2023; and

**WHEREAS**, If IP builds the proposed Project pursuant to this agreement and DCF hires the new Full Time Employees or Full Time Equivalent Employees as projected, the additional payroll from the two (2) new Full Time Employees or Full Time Equivalent Employees is estimated to be \$70,000 by December 31, 2023; and

**WHEREAS**, pursuant to Section 3735.67(A) and in accordance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained and the benefits to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Construction of the Project. The Project shall consist of the construction of an approximately 2,600 square foot commercial building to be used as an optometrist office and related services facility by DCF. Said new building shall be constructed on the Site which is located in the Ward 2 of Berea, Ohio.

IP agrees that the investment in the Project shall be not less than \$835,000.00 (plus or minus 10%) in the aggregate and that such investment shall be made at the Site. Included in this investment will be \$530,000.00 for construction of the Project.

The Project will begin in April, 2018 and all acquisition and construction will be completed by April, 2019.

2. Job Creation and Retention. IP, DCF or the tenants of the Site shall work to estimate and create the equivalent of two (2) new full-time permanent job opportunities by December 31, 2023.

IP, DCF or the tenants of the Site will retain the equivalent of three (3) full-time permanent jobs during the abatement period.

The increase in the number of employees to be created in accordance with this Section 2 will result in approximately \$70,000.00 of new additional annual payroll for IP, DCF or the tenants of the Site. The entire increase in payroll shall be attributed to the creation of permanent employment positions.

3. Exemption Granted. As authorized under Section 3735.67 of the Ohio Revised Code, the City hereby grants to IP and DCF a tax exemption for real property improvements made to the Site. Such real property improvements will receive a ten year exemption period, commencing the first year for which such real property improvements would first be taxable were that property not exempted from taxation. The exemptions provided for herein in each year shall be in the amounts set forth below.

<i>Years of Tax Exemption</i>	<i>Tax Exemption Amount</i>
Years 1-10	49%

IP and DCF acknowledge and agree that they shall have sole and full responsibility for filing the appropriate tax forms to effect and maintain the exemptions contemplated herein, including without limitation, form DTE 23 with the County Auditor and that neither the City nor any employee or agent thereof shall have any responsibility for taking any actions, other than those expressly set forth herein, to effect or maintain such exemption.

4. Provision of Information. IP and DCF agree that they shall promptly provide to the City of Berea Tax Incentive Review Council (the "Council") any information reasonably required by the Council to evaluate the compliance of IP and DCF with this Agreement, including, but not limited to, employee counts, payroll figures, and returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council.

5. Annual Fee. IP and DCF shall pay to the City an annual fee equal to the greater of one percent of the dollar value of the taxes abated in such year under this Agreement or five hundred dollars; provided, however, that if in any year, the value of the taxes abated pursuant to this Agreement shall exceed two hundred fifty thousand dollars, the fee shall be two thousand five hundred dollars.

Each such payment shall be made to the City on March 1<sup>st</sup> of each year that this Agreement shall be in effect, commencing March 1, 2019 and ending on the March 1<sup>st</sup> of the calendar year following the last tax year in which taxes shall be abated hereunder. Each such payment shall be made to the Director of Finance of the City and shall be made by certified check or such other method as may be approved by the Director of Finance. Any amounts received by the City may be used for such purposes as are authorized by applicable law, including but not limited to Section 3735.671(D) of the Revised Code.

6. Payment of Taxes. IP and DCF shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. In the event that the IP or DCF fail to pay such taxes or file such returns and reports, all incentives granted 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 thereafter.

7. Further Acts. 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 limitations, joining to the execution of all documentation, providing any necessary certificates required in connection with such exemptions; provided, however that IP and DCF acknowledge and agree that the City shall have no monetary liability for any damages caused or incurred by IP and DCF by any failure of the City to perform its obligations under Section 7 or any other provisions of this Agreement. IP and DCF will collectively contribute \$500.00 annually to the City of Berea Special Events Fund for the support of events put on or sponsored by the city or not-for-profit organizations for the support of events that draw people to Berea and to Berea businesses for the duration of the agreement, of which the first payment is due within 45 days of the passage of this Agreement. Subsequent donations will be made by August 1, of every year the agreement is active.

8. Entitlements to Survive Revocation of Area Designation. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Department of Development revokes certification of the area, or the City revokes the designation of the area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless IP and DCF materially fail to fulfill its obligation under this Agreement and the City terminates or modifies the exemptions for taxation granted under this agreement.

9. Termination or Modification of the Exemption; Repayment to the City of the Amounts Exempted. If IP or DCF materially fail to fulfill its obligation under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement and may require the repayment of the amount of taxes that would have been repayable had the property not



been exempted from taxation. If IP or DCF relocates from the City of Berea for any reason during the abatement period, the total amount of all taxes abated is due and payable to the City of Berea within 30 days of the said relocation.

10. No Delinquent Amounts. IP and DCF hereby certify that at the time this Agreement is executed neither IP nor DCF owes any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which IP or DCF is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code or, if such delinquent taxes are owed, IP and/or DCF currently is paying delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against IP or DCF. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

IP and DCF further covenant that they do not owe (1) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (2) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

11. Further Approvals. IP, DCF and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for the agreement to take effect. This agreement takes effect upon such approval.

12. Revocation of Exemption Under Certain Circumstances. The exemptions from taxation granted under this agreement shall be revoked if it is determined that IP or DCF, any successor property owner, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

13. No False Statements. IP and DCF affirmatively covenant that they have made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of IP or DCF has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, IP and DCF acknowledge and agree that they shall be required to immediately return and shall return, all benefits received under this Agreement pursuant Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

14. Non-Discriminatory Hiring. IP and DCF acknowledge that the City has developed a policy to ensure that recipients of Community Reinvestment Area tax benefits practice non-discriminatory hiring in their operations. By executing this Agreement, IP and DCF agree to follow non-discriminatory hiring practices, and acknowledges and agrees that no individual shall be denied employment with IP or DCF on the basis of race, religion, sex, disability, color, national origin, or ancestry.

15. Assignment and Transfer. This Agreement is not transferable or assignable without the express, written approval of the City.

16. No Waiver. No failure by the City to insist upon the strict performance by IP or DCF of any provisions hereof shall constitute a waiver of the City's right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by IP

or DCF to observe or comply with any provision hereof, including but not limited to any rights of the City under Section 9 of this Agreement.

17. Miscellaneous. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provisions were not contained herein and each such provision, covenant obligation or agreement shall be deemed to be effective in the manner and to the full extent permitted by law. This Agreement may not be amended except by a written instrument executed by the parties hereto.

All covenants, obligations and agreements of the City contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any employee, officer, agent, independent contractor or elected representative of the City in other than his or her official capacity, acting pursuant to the laws of the State, and no such employee, officer, agent, independent contractor or elected representative shall be personally liable or in any way obligated by reason hereof or by reason of any other action taken by the City or any representative thereof.

**IN WITNESS WHEREOF**, the City of Berea, Ohio, by its Mayor, IP and DCF by its authorized representatives, have caused this instrument to be executed all as of the date first written above.

**City of Berea, Ohio**

By \_\_\_\_\_  
Mayor

**Iris Properties, LLC.**

By \_\_\_\_\_  
Title \_\_\_\_\_

**Dr. Caitlin S. Filips, Inc.**

By \_\_\_\_\_  
Title \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Director of Law

Note: A copy of this agreement must be forwarded to the Ohio Department of Taxation and Development within fifteen (15) days of finalization.

# Dr Caitlin S Filips

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487 W Bagley Rd • Berea, OH 44017 | Ph: 440-891-1940 | Fax: 440-891-9028

10/24/2024

To the Members of City Council:

In 2018, I purchased the property on the corner of Bagley and Lindberg Road. The land and old house had been vacant and unkept for many years. The city had been hoping for a small business to purchase the property that would not disturb the residential area that borders the land. My Optometry business was a perfect fit with low traffic and regular business hours. Over the course of 2018 and early 2019, the old house was torn down and a new, attractive commercial building with a landscaped yard was constructed. In March 2019, my business moved into the building and this prominent corner of Berea completed its makeover!

I am grateful the city council voted in 2018 to give the property a 10-year tax abatement. In the agreement, I was required to hire 2 new employees in the first 5 years. Unfortunately, a year after I moved into the new building, the world changed forever due to Covid. During the height of the epidemic, the times were too uncertain to hire new employees with the stay-at-home orders and the fluctuations in the economy. The needs of my business also changed due to social distancing. For example, we started shipping all our patients' contact lens orders directly to their houses to decrease traffic in the office. This is a convenience our patients have come to appreciate and expect. Since we no longer receive those shipments to the office, it has eliminated the need for a staff member to sort the contact lens orders, notify patients that their order has arrived, and dispense the orders to the patients.

In addition, hiring employees in the post Covid world has been very challenging. Before Covid, I would post a job and in 24 hours I'd have 20+ resumes. In 2023 and 2024, I have had a job posted on various platforms throughout both years, and I only received 9 resumes. None of them were for licensed opticians, which is the position I'm hiring for.

The needs of my business have changed in the five years since my tax abatement was approved. There is not enough office work to support two additional employees, and it has been challenging enough to find one qualified employee. I would appreciate your consideration in amending the original agreement to hiring one employee by the end of 2025.

Thank you in advance for your time and consideration!

Sincerely,

Caitlin S. Filips