

## COMMUNITY REINVESTMENT AREA (CRA) AGREEMENT

THIS Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and among the CITY OF TOLEDO (hereinafter "CITY"), a Municipal Corporation of the State of Ohio, with a mailing address of One Government Center, Suite 2250, Toledo, Ohio 43604, and TOLEDO PLACE APARTMENTS, LLC, (hereinafter "OWNER") having a mailing address of 321 Woodland Pass, Suite 100, East Lansing, Michigan 48823.

### WITNESSETH:

**WHEREAS**, by Ordinance No. 69-05, passed on February 8, 2005, Toledo City Council expanded the "**Reynolds Corners Community Reinvestment Area**" pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 and declared that these tax exemption incentives promote and expand conforming use in the designated area; and

**WHEREAS**, the Ordinance approved Tax Exemption Revenue Sharing with the Board of Education of the Toledo School District pursuant to Section 5709.82 of the Ohio Revised Code, and authorized the Mayor and other City officials to execute agreements necessary or appropriate for implementation of the Reynolds Corners Community Reinvestment Area.

**WHEREAS**, OWNER intends to construct a **61,956** square foot residential facility, on approximately 4,632 acres of land located at **1302 Linden Lane, Toledo, Ohio**; and

**WHEREAS**, OWNER has submitted a Community Reinvestment Area (CRA) application to the CITY pursuant to Sections 3735.65 through 3735.70; and

**WHEREAS**, the CITY's Real Estate Section and the CRA Housing Officer has investigated the proposal of OWNER delineated in the application and recommend the proposal; and

**WHEREAS**, the project site where the OWNER's facility is to be located is in the Toledo City School District and the Board of Education of the school district was notified and has approved of this Agreement; and

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

### 1. Project Description.

- 1.1. OWNER intends to construct a **61,956** square foot residential facility (hereinafter "Facility") upon land located at **1302 Linden Lane in Toledo, Ohio**, (hereinafter "Property") as is more particularly described in Exhibit "A" attached hereto and made a part hereof. OWNER will invest approximately **\$7,346,744**, for the construction of this facility, the investment referred hereinafter as the "Project".
- 1.2. OWNER will commence construction of the Project by no later than August 1, 2023 and will complete such construction by no later than July 31, 2027.

- 1.3. Estimated value of machinery, equipment, furniture, fixtures, vehicles, manufactured items, work in process and inventory at the completed facility will be \$7,348,744 (see table below).

Concrete/Carpentry/Proj.Requiremts	\$2,715,859
Roofing	\$62,978
Drywall/Insulation/Painting	\$487,723
Exterior:Siding/Brick/Windows	\$518,472
Flooring/Finishes	\$291,437
Plumbing/HVAD/Electrical/Fire Sprinklers	\$1,096,937
Excavation/Landscaping/Inventory	\$2,021,644
Asphalt Paving/Misc.	\$153,694

- 1.4. The number of employee positions to be retained by OWNER as a result of this Agreement is Two (2) with Zero (0) being full time employees, Two (2) being part-time employees and Zero (0) being temporary employees.
- 1.5. The estimated dollar amount of payroll attributable to the retained positions set forth in paragraph 1.4 above is \$115,000, being \$0.00 for full time positions, \$115,000 for part-time positions and \$0.00 for temporary positions.
- 1.6. The estimated number of employee positions to be created by OWNER during the term of this Agreement is shown on Exhibit "B" attached hereto and made a part hereof. (15 year projection, include payroll)

**2. Property to be Exempted from Taxation.**

- 2.1. The real property to be exempted from taxation under this Agreement is identified as TD/Parcel 09-84081.
- 2.2. One hundred percent (100%) of the assessed new building improvement valuation of the real property will be exempted from taxation under this Agreement for a period of fifteen (15) years. The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence before December 31, 2026 or extend beyond December 31, 2041.

**3. Obligations, Default and Revocation.**

- 3.1. 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.
- 3.2. If for any reason the CITY revokes the CRA designation, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless OWNER materially fails to fulfill its obligations under this Agreement.
- 3.3. OWNER shall provide for timely payment of the real property taxes not exempted under this Agreement and charged against the property, and shall file returns as required by law.

- 3.4. OWNER shall, on an annual basis and when requested by the CITY, provide any information reasonably required CITY to evaluate the applicant's compliance with this Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code.
- 3.5. OWNER shall properly maintain and repair the property subject to the tax exemption.
- 3.6. OWNER's failure to fulfill its obligations under, or to comply with, its commitment under paragraphs 1.1 and 1.2 or any provision in sections 3, 4 or 5 of this Agreement shall be considered a material default of this Agreement and the exemptions from taxation granted under this Agreement, unless cured in a timely manner, may be rescinded as of the beginning of the year preceding the year in which the event of default occurs, which is the beginning of the tax year for which property tax payments would otherwise have been due.
- 3.7. Written notice shall be provided by the CITY to OWNER of any alleged material default under this Agreement. If OWNER fails to cure any default for which written notice has been provided by the CITY within thirty (30) days of the receipt of written notice at the address specified in this Agreement, the CITY may terminate the Agreement, unless OWNER demonstrates that such default could not with diligence be cured within the thirty (30) day period and an alternate time period is mutually agreed to in writing by CITY and OWNER. This paragraph does not apply in the event of an automatic termination under paragraph 4.2.3 of this Agreement.
- 3.8. OWNER shall be liable for the payment of all property taxes accruing from the effective date of the termination of this Agreement.

#### **4. Payment to Toledo City Schools**

- 4.1. Each year for the term of the tax exemption as provided in paragraph 2.2 of this Agreement, OWNER agrees to make payments to the Toledo City School District ("TCSD") in the amounts and on the dates as specified in the "School District Payment Agreement" attached as Exhibit C.
- 4.2. OWNER's failure to make any payment due to TCSD by a payment due date shall constitute an event of material default under this Agreement as of the date such payment was due and the following provisions shall apply.
  - 4.2.1. OWNER shall pay interest on the amount due to TCSD at an annualized rate of 10% for the total number of days Owner is in default.
  - 4.2.2. OWNER shall pay to TCSD an additional amount equal to 10% of the past due amount as a late payment penalty.
  - 4.2.3. If OWNER fails to make payment, including any interest and penalty amounts due, to TCSD within thirty (30) days of the CITY or TCSD providing OWNER with written notice of the default, this Agreement will automatically terminate, without the necessity of further formal action by the CITY, effective January 1 of the year preceding the year in which the event of default occurs. OWNER shall be liable for the payment of all property taxes accruing from the effective date of termination.

**4.3.** OWNER shall, within 30 days following each annual due date, submit proof of such payments to the City of Toledo, Real Estate Division of the Department of Development, One Government Center, Suite 2250, Toledo, Ohio 43604.

**4.4.** OWNER and CITY agree that the TCSD is a third party beneficiary of this Section 4.

**5. OWNER CERTIFICATIONS AND COVENANTS.**

**5.1.** OWNER certifies as of the date of this Agreement, covenants during the term of this Agreement and, as a continuing condition to receiving the Tax Exemption provided under this Agreement, Owner agrees to the following.

**5.1.1.** OWNER does not owe any delinquent tax to the state or a political subdivision of the state, or, if such delinquent taxes are owed, Owner is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio, or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et. seq., or such a petition has been filed against Owner. For the purpose 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.

**5.1.2.** OWNER does not owe any moneys to the state or a state agency for the administration or enforcement of the environmental laws of the state that has not been disclosed.

**5.1.3.** OWNER does not owe any other moneys to the state, a state agency, or a political subdivision of the state that are past due and that have not been disclosed.

**5.1.4.** Through its application for CRA benefits in accordance with Ohio Revised Code ("ORC") sections 3735.67 and 9.66, OWNER authorizes the state and/or CITY to inspect the financial statements of the applicant, including tax records and other similar information not open to the public.

**5.1.5.** OWNER shall timely pay all federal, state and local taxes, assessments and other required governmental obligations.

**5.1.6.** OWNER will not discriminate against or refuse to employ any person on account of the race, ancestry, religion, color, sex, age, national origin or disability of such person.

**5.1.7.** OWNER shall maintain minimum compensation levels for all employees in accordance with City Ordinance 577-00 and Toledo Municipal Code, Sections 187.37 through 187.40, known as the "Living Wage Ordinance", to the full extent applicable to Owner.

**5.1.8.** Should Owner knowingly make a false statement regarding the certifications pursuant to paragraphs 5.1.1, 5.1.2 or 5.1.3, Owner shall be required to repay the benefits received under the Community Reinvestment Area program and may be ineligible for future economic development assistance from the state of Ohio,

a state agency or a political subdivision in accordance with O.R.C section 9.66 (C) (1) and (2).

**6. ENTIRE AGREEMENT.**

This Agreement, together with the Exhibits referred to and attached hereto constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting OWNER's participation in the CRA program. CITY and OWNER and their respective employees and agents have made no representations or promises with respect to this Agreement except as herein expressly set forth.

**7. SEVERABILITY.**

In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision.

**8. GOVERNING LAW.**

This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Any litigation arising between the CITY and OWNER arising under or related to this Agreement shall occur, if in the state courts, in the Lucas County court having jurisdiction thereof, or if the federal courts, in the United States District Court for the Northern District of Ohio, Western Division.

**9. CAPTIONS.**

The captions contained in this Agreement are for convenience only and are not be construed as defining or limiting the scope of any provisions herein.

**10. ASSIGNMENT.**

This Agreement is not transferable or assignable without the express written approval of the CITY. This Agreement may be assignable by the CITY to new owners of the facility only upon the new owner's written acceptance of all the terms and conditions of the Agreement.

**11. NOTICES.**

Any notices or other communications required or permitted by this Agreement shall be in writing and shall be delivered personally or by a national courier service or by certified mail, postage prepaid, return receipt requested as follows:

**To the CITY:**

Department of Development  
City of Toledo  
One Government Center, Suite 2250  
Toledo, OH 43604  
Attention: Director

**With Copy To:**

Department of Law  
City of Toledo  
One Government Center, Suite 2250  
Toledo, OH 43604  
Attention: Director

**To the OWNER**

Toledo Place Apartments, LLC  
321 Woodland Pass, Suite 100  
East Lansing, MI 48823  
Attn: Rutger W. Breakey

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

OWNER

Owner: Toledo Place Apartments, LLC

By: [Signature]  
Thomas W. Breakey

Date: 12-27-22

Title: Member/Manager

THE CITY OF TOLEDO

By: \_\_\_\_\_  
Wade Kapszukiewicz, Mayor

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

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
Department of Law

By: \_\_\_\_\_  
Department of Neighborhoods

By: \_\_\_\_\_  
Department of Development

EXHIBIT A

**LEGAL DESCRIPTION**

LEGAL DESCRIPTION APPROVED

By SRD Date: Jan 28, 2022

Lucas County Tax Map Dept.

**EXHIBIT "A"**

Legal Description  
For File: 834214

**PARCEL I:**

Lot number seven (7) excepting therefrom the Easterly sixty (60) feet as measured normal to the Easterly line of Lot number seven (7) in Inverwest, a Subdivision in the City of Toledo, Lucas County, Ohio, in accordance with Volume 97 of Plats, page 20.

Parcel No. 09-84071  
1302 Linden Lane, Toledo, OH 43615

**PARCEL II:**

Lot number eight (8) in Inverwest, a Subdivision in the City of Toledo, Lucas County, Ohio, in accordance with Volume 97 of Plats, page 20.

Parcel No. 09-84081  
1301 Linden Lane, Toledo, OH 43615

1302 Linden Lane, Parcel No. 09-84071





EXHIBIT B

**EMPLOYMENT**

**SUPPLEMENTAL COMMUNITY REINVESTMENT AREA (CRA)  
APPLICATION FOR TAX EXEMPTION**

Municipal File No. \_\_\_\_\_

County File No. \_\_\_\_\_

The Ohio Revised Code requires that projects receiving CRA tax abatement make payments to the local school district in all instances in which the annual payroll of new employees at the site is One Million Dollars (\$1,000,000.00) or more. Cities are required to file periodic reports regarding job creation and tax abatement to the State of Ohio. In order that the City of Toledo can comply with these requirements and in consideration for the tax abatement requested, the undersigned ("CRA Applicant") Toledo Place Apartments, LLC and Rutger Breakey, Member, states and/or certifies, as the context indicates, the following:

1. The location of the real property on which the improvements are being made ("Site") is:  
1301 Linden Lane, Toledo OH 43615, 09-84081.
2. The projected cost of the Improvements is \$7,573,743.00. Of this projected cost, construction labor is projected to be \$3,764,423.25.
3. Nature of business/industry: Multi-family apartment development, leasing office & recreation facility.
4. (a) The total number of persons employed at the Site by either CRA Applicant or tenants for the two years previous to making the Improvements is (if none, write "none" or "0");

Year	Number of Employees
2021	0
2022	0

- (b) In the spaces provided below please project the employment level and employee payroll at the Site for each of the following ten (10) years.

TAX ABATEMENT YEAR	EMPLOYMENT LEVEL	PROJECTED PAYROLL ALL EMPLOYEES	PROJECTED PAYROLL NEW EMPLOYEES ONLY
2026	2	\$115,000	\$115,000
2027	2	\$115,000	0
2028	2	\$115,000	0
2029	2	\$115,000	0
2030	2	\$115,000	0
2031	2	\$115,000	0
2032	2	\$115,000	0
2033	2	\$115,000	0
2034	2	\$115,000	0
2035	2	\$115,000	0

EXHIBIT C

**SCHOOL PAYMENT AGREEMENT**

EXHIBIT C of the City of Toledo Abatement Agreement

**SCHOOL DISTRICT PAYMENT AGREEMENT**  
**Attachment to City of Toledo Agreement for**  
**Enterprise Zones (EZ's), Community Reinvestment Areas (CRA's)**  
**And Tax Increment Financings (TIF's)**

This Agreement (the "AGREEMENT") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **Toledo Place Apartments LLC - 1302 Linden**, (the "COMPANY"), and the Toledo City School District (the "DISTRICT").

WHEREAS, pursuant to Sections 3735.671 & 5709.82 of the Ohio Revised Code and all applicable provisions of Ohio law, the City of Toledo (the "CITY") has proposed to enter into an Economic Development Agreement (to which this School District Payment Agreement will be attached heretofore as an Exhibit), under which the CITY approves a real and/or where applicable a personal property tax exemption of **100% for fifteen (15)** years for eligible new construction of non-residential property ("PROJECT") to be undertaken by the COMPANY as described in Exhibit A attached hereto; and

WHEREAS, to ensure that the DISTRICT will benefit from the PROJECT to be undertaken by the COMPANY, the CITY has requested and the COMPANY has agreed to make certain payments as discussed below to the DISTRICT; and

NOW, THEREFORE in consideration of the premises and covenants contained herein, the parties agree as follows:

Section 1. The COMPANY hereby agrees to make **fifteen (15)** annual payments to the DISTRICT in an amount equal to:

An amount calculated each year in January based on (i) a value equal to the prior calendar year's taxable value of the PROJECT as established by the Lucas County Auditor's Office, provided, however, that in no event shall such value be less than the value established by the Lucas County Auditor's Office at the time the PROJECT was 100% completed; (ii) **67.50%** of the amount of tax dollars that the DISTRICT would have received as a result of this PROJECT if the exemption were not granted, calculated using the School District's current calendar year's millage rate as established by the Lucas County Auditor's Office; and (iii) calculated as if the DISTRICT were a non-guaranteed district, regardless of its status. The payment amount will be calculated annually and invoiced to the COMPANY. Payment of invoices (billed in arrears) shall be due on or before February 28<sup>th</sup> of each year.

The COMPANY shall provide to the DISTRICT a copy of any real property exemption form filed with the County Auditor promptly following the filing thereof. Copies of reports shall also be sent to the appropriate parties at the City of Toledo, Department of Development.

The first payment, calculated in January following the calendar year in which the

parcel is exempted by the Lucas County Auditor's Office, is due on or before February 28<sup>th</sup>. Any late payments under this Agreement shall bear interest at the rate of 10% per annum until such payments are made.

Section 2. This AGREEMENT shall inure to the benefit of and shall be binding in accordance with its terms upon the DISTRICT and the COMPANY and their respective permitted successors and assigns. This AGREEMENT may not be assigned by the COMPANY without the prior written consent of the DISTRICT, except to any successor entity as a result of a consolidation or merger, which consent will not be unreasonably withheld.

Section 3. This AGREEMENT as an attachment to the Enterprise Zone (EZ) and/or Community Reinvestment (CRA) and/or Tax Increment Financing Agreement required by the CITY sets forth the ENTIRE AGREEMENT and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this AGREEMENT. If the CITY does not approve the COMPANY's Tax Exemption Application, then the COMPANY will not be obligated to make the annual tax payments to the DISTRICT as set forth in Section 1.

Section 4. This AGREEMENT may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this AGREEMENT by signing any such counterpart.

IN WITNESSETH WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date set forth.

COMPANY  
**Toledo Place Apartments LLC**  
1302 Linden Lane

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

Thomas W. Breckey  
Printed Name

Member Manager  
Title

Date: 12-27-22

DISTRICT  
**Toledo City School District**

DocuSigned by:  
Dr. Ronald Durant  
By: \_\_\_\_\_  
Title: Superintendent

DocuSigned by:  
Ryan S Steduschulte  
By: \_\_\_\_\_  
Title: Treasurer

DocuSigned by:  
[Signature]  
By: \_\_\_\_\_  
Title: President of the Board

**EXHIBIT A**

**(Project Description)**

**Company:** Toledo Place Apartments LLC – 1302 Linden  
**Company Contact:** Nathan Waggner  
**Contact Phone Number:** 812-631-3964  
**Contact Email Address:** nwaggner@cashwaggner.com  
**Company Address:** 321 Woodland Pass, Suite 100  
East Lansing, Michigan 48823

**Estimated 100% Value**

**Real Property Improvements:** \$ 7,348,744.00  
**New Machinery & Equipment:** \$ 0.00  
**Inventory, Furniture & Fixtures:** \$ 0.00  
**Total Improvements:** \$ 7,348,744.00

**New Construction OR** 15 Years  
**Renovations to Existing Property** 12 Years

**Term of Abatement:** 15 Years  
**Percentage Abated:** 100%

**Payment to School Percentage:** 67.50% of Taxes absent the Exemption:  
Calculated At the District Effective Millage  
Rate on an annual basis

**Type:**  Community Reinvestment Area (CRA)  
 Enterprise Zone (EZ)  
 Tax Increment Financing (TIF)

If CRA – Which Zone (North Toledo, North West, South Toledo, South West, East Toledo, Central West, BUMA, Reynolds Corner or Hawthorne Hills): **Reynolds Corner**

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**Comments / Project Description:**

**Taxable Parcel 09-84071**  
**1302 Linden Lane**  
**Toledo, Ohio 43615**

**Construct a 96 Unit market rate, multi-family apartment development with a leasing office and a recreation facility**

EXHIBIT D

**ORDINANCE**

**ORD. 69-05**

**Designating the Reynolds Corners Community Reinvestment Area as a Community Reinvestment Area; authorizing tax exemptions for remodeling and new construction; authorizing the Department of Economic and Community Development to carry out a Community Reinvestment Program within the Reynolds Corners Community Reinvestment Area, designating the Director of the Department of Economic and Community Development as Housing Officer; approving certain Administrative Procedures for the Community Reinvestment Area Program, pursuant to Sections 3735.65 through 3735.70 as amended of the Ohio Revised Code; and declaring an emergency.**

**SUMMARY & BACKGROUND:**

The Department of Economic and Community Development has been requested to create the Reynolds Corners Community Reinvestment Area to include the area roughly bounded by North Westwood Avenue to the east between Nebraska Avenue and Dorr Street; Dorr Street to the north between Westwood Avenue and Secor Road; Secor Road to the east between Dorr Street and the Norfolk Southern Railroad line; the Norfolk Southern Railroad line to the north by northwest to Elmer Drive; Elmer Drive to the north (running adjacent to the Village of Ottawa Hills and also running adjacent to Sylvania Township); then Interstate 475 to the west (Interstate 475 is also the western line of the City of Toledo); South Avenue to the south to Wenz Road; then Wenz Road to the east between South Avenue and Hill Avenue; Hill Avenue to the south between Wenz and Byrne Roads; then Byrne Road to the east between Hill Avenue and Nebraska Avenue; and finally Nebraska Avenue to the south between Byrne Road and Westwood Avenue. This expansion will enable the City to provide tax incentives for economic development and job creation purposes in this new Community Reinvestment Area. A housing survey has been completed by the City which indicates that reinvestment has been discouraged, and that there are structures located within the proposed designated area in need of remodeling and areas in need of new construction to encourage economic stability, the maintenance of real property values, and generating new employment opportunities. Sections 3735.65 through 3735.70 of the Ohio Revised Code as amended, commonly known as the Community Reinvestment Area Tax Exemption Law, permit municipalities to grant real property tax exemptions to encourage the construction and remodeling of such facilities and structures. Preservation in the proposed designated neighborhoods, rehabilitation, and stability of the neighborhood and commercial areas can be further encouraged and advanced by the Community Reinvestment Area Tax Exemption Law. In order to obtain the tax exemption benefit of the Community Reinvestment Tax Exemption Law, the requirements of Sections 3735.65 through 3735.70 of the Ohio Revised Code as amended must be followed in all particulars. NOW THEREFORE,

Be it ordained by the Council of the City of Toledo:

SECTION 1. That the following described area is hereby designated as the Reynolds Corners Community Reinvestment Area, such area having the conditions described under



division (B) of Section 3735.65 of the Ohio Revised Code as amended, and being described as follows:

The Legal Description for this parcel labeled as Exhibit "A", is attached hereto and made a part hereof.

SECTION 2. That the Director of Economic and Community Development (DECD) is hereby designated as the "Housing Officer" for the Reinvestment Area established by this Ordinance. The DECD is hereby authorized and directed to administer and implement Sections 3735.65 through 3735.69 of the Ohio Revised Code as amended; that the DECD is hereby authorized to enter into a Tax Exemption Revenue Sharing Agreement with the local school district within the CRA area requiring property owners applying for tax abatement on any non-housing remodeling or new construction to make direct payment to the effected school district; and that the DECD is also authorized to enter into agreements with the project owners for the direct revenue tax sharing payment to the affected school district. The Housing Officer shall verify the construction of a new structure and shall determine whether the costs of remodeling meet the requirements for an exemption under Section 3735.67 of the Ohio Revised Code as amended.

SECTION 3. With the exception of Section 4 below, the owner of any real property located in the Community Reinvestment Area may file an application for an exemption from real property taxation for a new structure or remodeling completed after the effective date of this Ordinance with the Housing Officer.

SECTION 4. Any real property within the Reynolds Corners Community Reinvestment Area that is receiving Tax Increment Financing shall not be eligible for any exemption for real property taxes pursuant to the Community Reinvestment Area, unless waived by the City. Conversely, any real property within the Reynolds Corners Community Reinvestment Area that is receiving Community Reinvestment Area tax abatement shall not be eligible for Tax Increment Financing, unless waived by the City.

SECTION 5. That the Housing Officer shall verify the construction of the new structure or the cost of remodeling and the facts asserted in the application. The Housing Officer shall determine whether the construction or the cost of remodeling meet the requirements for an exemption under Section 8 below.

SECTION 6. That the Housing Officer shall forward applications which meet the requirements for the exemption to the Lucas County Auditor with a certification as to the division of Section 3735.67 of the Ohio Revised Code as amended under which the exemption is granted and the period of the exemption as determined by this Council and set forth in Section 7 below.

SECTION 7. The tax exemption shall first apply in the year following the calendar year in which the certification is made to the Lucas County Auditor by the Housing Officer pursuant to Section 5 above. If the remodeling qualifies for an exemption under division (A) or (B) of Section 8 below, the dollar amount by which the remodeling increased the market value of the

structure shall be exempt from real property taxation. If the construction of the structure qualifies for an exemption under division (C) of Section 7 below, the structure shall not be considered an improvement on the land on which it is located for the purpose of real property taxation.

SECTION 8. That the construction of new structures and the remodeling of existing structures within the Reinvestment Area are hereby declared to be a public purpose for which exemptions from real property taxation are granted for the following periods:

A. For remodeling of every dwelling containing not more than two family units and upon which the cost of remodeling is at least Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), a period of ten years;

B. For remodeling of every dwelling containing more than two units, and for remodeling of existing commercial and industrial structures, and upon which the cost of remodeling is at least Five Thousand and 00/100 Dollars (\$5,000.00), a period of twelve years;

C. For new construction of every dwelling, and commercial and industrial structure, a period of fifteen years.

SECTION 9. That the Housing Officer shall make annual inspections of the properties within the Reinvestment Area upon which are located new structures or remodeling for which an exemption has been granted under Section 3735.67 of the Ohio Revised Code as amended. If the Housing Officer finds that the property has not been properly maintained or repaired due to the neglect of the owner, he may revoke the tax exemption at any time after the first year of exemption. The Housing Officer shall notify the Lucas County Auditor and the owner of the property that the tax exemption no longer applies. If the Housing Officer revokes a tax exemption, he shall send a report of the revocation to the Reinvestment Area Housing Council established pursuant to Section 10 below containing a statement of his findings as to the maintenance and repair of the property and his reason for revoking the exemption.

SECTION 10. That a Reynolds Corners Community Reinvestment Area Housing Council shall be appointed pursuant to Section 3735.69 of the Ohio Revised Code as amended. Said Council shall be composed of two members appointed by the Mayor, two members appointed by the Toledo City Council, and one member appointed by the Toledo City Plan Commission. The majority of the foregoing members shall then appoint two additional members who shall be residents within the Reynolds Corners Reinvestment Area. Terms of the members of the Council shall be for three years. Terms resulting from a vacancy in the Council shall be filled in the same manner as the initial appointment was made. The Council shall adopt rules and regulations consistent with this Ordinance governing its procedure and transactions.

SECTION 11. That the Reynolds Corners Community Reinvestment Area Housing Council shall make an annual inspection of the properties within the Reinvestment Area for which an exemption has been granted. The Council shall also hear appeals under Section 11 below.

SECTION 12. That any person aggrieved under Sections 2 through 8 of this Ordinance may appeal to the Reynolds Corners Community Reinvestment Area Housing Council, which shall have the authority to overrule any decision of the Housing Officer by a majority vote. Appeals may be taken from a decision of the Council to the Lucas County Court of Common Pleas.

SECTION 13. That a copy of this Ordinance shall be forwarded to the Lucas County Auditor by the Clerk of Council for information and reference, and a copy of this Ordinance shall be published in a newspaper of general circulation once a week for two consecutive weeks immediately following its passage.

SECTION 14. That it is found and determined that all formal actions of Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of Council, and that all deliberations of this Council and of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 15. That this Ordinance hereby is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that same is necessary for the immediate preservation of the public peace, health, safety, and property, and for the further reason that the Ordinance must be immediately effective as same is necessary for the economic development and revitalization of the Reynolds Corners Community Reinvestment Area.

Vote on emergency clause: yeas 10, nays 0.

Passed: February 8, 2005, as an emergency measure: yeas 10, nays 0.

Attest:

Gerald E. Dendinger	Louis Escobar
Acting Clerk of Council	President of Council

Approved:	February 9, 2005
	Jack M. Ford
	Mayor

EXHIBIT "A"  
LEGAL DESCRIPTION

Reynolds Corners Community Reinvestment Area (CRA)

Beginning at the intersection of the centerline of North Westwood Avenue and the centerline of Nebraska Avenue thence Northerly to the centerline of Dorr Street; thence westerly to the centerline of Secor Road; thence northerly to the intersection of the Norfolk and Southern Railroad Line; thence Northwesterly along the Norfolk and Southern Railroad Line and the meanders thereof to the centerline of Elmer Drive, said Norfolk and Southern Railroad Line also

being on the south line of the Village of Ottawa Hills; thence Westerly to the Easterly line of Interstate 475, said centerline of Elmer Drive also being the Southerly Line of Sylvania Township; thence Southerly along the Easterly line of said Interstate 475 and the meanders thereof to the centerline of South Avenue, said Easterly line of said Interstate 475 also being the westerly line of the City of Toledo; thence Easterly to the centerline of Wenz Road; thence Northerly to the centerline of Hill Avenue; thence easterly to the centerline of Byrne Road; thence Northerly to the centerline of said Nebraska Avenue; thence easterly to the point of beginning.