## **GRANT AGREEMENT**

THIS GRANT AGREEMENT (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the CITY OF TOLEDO, OHIO a municipal corporation of the State of Ohio, with its principal place of business at One Government Center, 22<sup>nd</sup> Floor, Toledo, Ohio 43604, Attention: Director of Law ("Grantor"), and THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER TOLEDO, an Ohio nonprofit corporation, with its principal place of business at 6465 W Sylvania Ave, Sylvania, OH 43560, Attention: Executive Director ("Grantee"):

WHEREAS, it is expected that Grantee will participate in a New Markets Tax Credit financing (the "NMTC Financing") through provision of a leverage loan (the "Leverage Loan") to assist with the development of new 50,000 square foot state of the art facility to be operated as the Wayman D. Palmer Community YMCA (the "YMCA") and the new Inez Nash Park (the "Park" and together with the YMCA, the "Project") to be operated by Grantee and will provide such services as are provided in a typical community facility with community based programming and related amenities (the "Permitted Uses");

WHEREAS, it is expected that Grantee will operate the Project pursuant to the terms and conditions of an operating lease to be entered into by and between Grantee, as lessee, and a to be formed entity to be the ground lessee of the Project and the land on which it is located and the borrower in the NMTC Financing (the "QALICB"), as lessor (the "Operating Lease"); and

WHEREAS, Grantee has requested and Grantor has agreed to make a grant to Grantee of a portion of the Coronavirus State and Local Fiscal Recovery Fund program ("SLFRF") allocation Grantor received under Section 603 the American Rescue Plan Act of 2021 ("ARPA") as outlined in the Toledo Recovery Plan, Ordinance 530-21, passed by Toledo City Council on December 21, 2021, in an amount not to exceed \$19,000,000 (the "Grant") to finance the Leverage Loan and support the Project upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant, agree and bind themselves as follows:

## Section 1. Grant.

(a) Subject to the terms and conditions of this Agreement, Grantor agrees to make the Grant in an amount not to exceed \$19,000,000 to Grantee, to reimburse Grantee for certain approved expenditures actually incurred prior to the date of the NMTC Financing and/or to provide a source of leverage on the closing date of the NMTC Financing. The payment of funds to Grantee under the terms of this Agreement shall be contingent on the receipt of ARPA funds by Grantor and shall be subject to Grantee's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of ARPA funds that Grantor receives is reduced, Grantor may reduce the amount of funds awarded under this Agreement or terminate this Agreement. The payment of funds to Grantee prior to the closing date of the NMTC Financing shall be subject to the further condition that Grantee provide Grantor with (i) invoices evidencing the costs actually incurred for which Grantee seeks payment or

reimbursement and (ii) a then-current schedule of anticipated sources and uses of funds, which schedule may be changed from time to time as Grantee proceeds with the development of the Project.

- (b) Grantee acknowledges and agrees that Grantee's award and use of the Grant funds is subject to recoupment by the United States Treasury Department ("*Treasury*") and/or Grantor for Grantee's failure to use the funds for the Project in strict accordance with ARPA and all applicable and rules, regulations and guidance promulgated thereto, and this Agreement.
- (c) Federal regulations, specifically 2 CFR 200.331(a)(1), require Grantor to provide Grantee with specific information about this subaward. All required information is listed in **Exhibit D** attached hereto.
- (d) This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA/SLFRF grant, including, but not limited to, the following:
  - (i) <u>Authorizing Statute</u>. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2).
  - (ii) <u>Implementing Regulations</u>. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the SLFRFARPA/SLFRF award term) ("*Final Rule*"), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
  - (iii) <u>Guidance Documents</u>. Applicable guidance documents issued from time-to-time by Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.
    - (iv) This Agreement is also subject to all applicable laws of the State of Ohio.
- (e) <u>Federal Grant Administration Requirements</u>. Grantee shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 ("*UG*"), as adopted by Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARPA/SLFRF (21.027). These requirements dictate how Grantee must administer the subaward and how Grantor must oversee Grantee.

The applicable UG provisions are as follows:

Subpart A, Acronyms and Definitions

Subpart B, General provisions

Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 CFR 200.204, .205, .210, and .213)

Subpart D, Post Federal; Award Requirements (except 2 CFR 200.305(b)(8) & (9), .308, .309, and .320(c)(4))

Subpart E, Cost Principles Subpart F, Audit Requirements

- 2 CFR Part 25 (Universal Identifier & System for Award Management)
- 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information)
- 2 CFR Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)

Grantee shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. Grantor may provide sample policies or other assistance to Grantee in meeting these compliance requirements. Regardless of Grantor's assistance, it is Grantee's responsibility to properly comply with all UG requirements. Failure to do so may result in termination of the Agreement by Grantor.

Section 2. Permitted Uses and Access of the Project. Subject to all of the other terms, covenants and conditions of that certain Ground Lease dated as of the closing date of the NMTC Financing by and between Grantor, as ground lessor and the QALICB, as ground lessee (the "Ground Lease"), Grantee shall operate the Project only for the Permitted Uses and such use is a material consideration for Grantor's entering into this Grant Agreement. Grantee may also operate a food pantry and/or a farmers market and/or sell healthy foods as part of the Project, subject to prior approval by Grantor, such approval not to be unreasonably withheld, conditioned or delayed. For so long as the QLICI Loans (as such term is defined in the Ground Lease) remain outstanding, Grantee will not carry on any Prohibited NMTC Uses set forth on Exhibit A attached hereto and incorporated herein by reference and agrees that any violation of the use restrictions shall permit the QALICB to immediately terminate the Operating Lease to the extent permitted by applicable law subject to the minimum notice requirements of applicable law. Grantee shall not at any time use or occupy the Project, or consent to anyone else using or occupying the Project: (a) in any manner that violates the provisions of this Grant Agreement or the certificate of occupancy, if any, for the Project, or (b) so as to cause waste, or (c) so as to violate any insurance policy then issued in respect of the Project, or (d) so as to create a nuisance. Grantee shall develop funding strategies to provide free or subsidized access to extremely low-income households, with income at or below 30% of the Area Median Gross Income for the Toledo Metropolitan Statistical Area ("AMI"), as defined by the United States Department of Housing and Urban Development, or any successor agency of the United States government median, and subsidized access to low and moderate income residents, with income at or below 60% of the AMI. Grantee shall utilize methods approved by Grantor in its reasonable discretion for determining household income including social services and housing benefits statements and income self-certification statements. Use of the Project shall not be limited to persons holding YMCA or other memberships. Grantee may charge members of the public a daily membership for use of the YMCA, but all rates and charges for patrons served on or from the YMCA shall be reasonable and consistent with the quality of services and facilities offered.

**Section 3.** <u>Project Design and Tenant Improvements</u>. Grantee and/or QALICB shall procure the services of an architectural and engineering firm to develop plans, specifications and construction drawings incorporating the Wayman Palmer Site Development Concept Vision III

(attached hereto as Exhibit B) and community engagement recommendations. Grantee acknowledges and agrees that all plans and specifications prepared or developed by or on behalf of Grantee and/or QALICB in connection with the design, development, permitting and construction of all or any portion of Project shall be subject to the review and approval of Grantor, not to be unreasonably withheld, conditioned or delayed. The final construction plans and specifications for the Project shall be developed by Grantee and/or QALICB in accordance with Grantor's design review and permitting process shall, upon the approval thereof by Grantor. constitute the "Final Plans and Specifications." If Grantee and/or QALICB desire thereafter to modify any portion of the Final Plans and Specifications in any material respect, Grantee shall submit any such proposed modifications to Grantor for Grantor's approval. Grantee and/or OALICB shall secure a guaranteed maximum price construction contract (the "GMP Contract") for the construction of the Project in accordance with Final Plans and Specifications, incorporating a Project Labor Agreement, MBE/WBE subcontracting plan and local and disadvantage labor utilization or Section 3 Plan of Grantor. The GMP Contract and related Project soft costs shall not exceed the total of the Grant, Grantee's committed capital contributions and the equity to be contributed as part of the NMTC Financing, less the projected amount to be spent for equipment and other personal property.

Section 4. Maintenance. Grantee at its expense shall, throughout the term of the Operating Lease be responsible for staffing and operations of the Project, in accordance with annual operating and staffing budget, submitted to Grantor pursuant to Section 5. Grantee at its sole expense during the term of the Operating Lease shall occupy, use, keep and maintain the Project, including all appurtenances thereto and any personal property necessary to the operation thereof, in good repair and good operating condition, subject to reasonable wear and tear. Grantee agrees to obtain and maintain within the Project all movable furnishings, equipment and other personal property as are essential for the faithful and efficient administration, operation and maintenance of the Project at a standard consistent with its maintenance of other facilities. Grantor acknowledges and agrees that various subtenants may perform and be responsible for payment of the maintenance described in this Section 4, including without limitation Grantor as a subtenant of the public park portions of the Project.

## Section 5. Reporting Requirements.

- (a) Grantee shall provide to Grantor all necessary information regarding the use of the Project so that Grantor can satisfy its reporting obligations required under ARPA, in accordance with the Reporting Requirements schedule outlined in Exhibit C, which may be amended from time to time. In the event that any action or inaction by Grantee results in a recoupment of the Grant by Treasury, Grantee shall be obligated to repay the Grant to Grantor in full on or before the date specified in the final notice of recoupment.
- (b) During the term of the Operating Lease, Grantee shall deliver or cause to be delivered to the Directors of the Department of Housing and Community Development and the Director of the Department of Parks and Youth Services of Grantor the following information:
  - (i) within thirty (30) days after the meeting at which the quarterly financial reports are presented to Grantee's Board of Directors, Grantee's Income Statements and Budgeted Income Statements for operation of the Project;

- (ii) within thirty (30) days after the meeting at which Grantee's Annual Audit is presented to and approved by its Board of Directors, a Cash Flow Statement for operation of the Project;
- (iii) within thirty (30) days after the meeting at which Grantee's Annual Audit is presented to and approved by its Board of Directors, Grantee's Adopted Operating Budget and Adopted Capital Budget for operation of the Project; and
- (iv) within thirty (30) days after the meeting at which Grantee's Annual Audit is presented to and approved by its Board of Directors, Annual Audited Financial Report (prepared by a certified public accountant in accordance with generally accepted accounting principles) with respect to Grantee's operations during the preceding fiscal year of Grantee.
- (c) Upon issuance of Certificate of Occupancy and thereafter, no less than once each calendar year, Grantee shall appear before the Toledo City Council and make a presentation of Grantee's operation of the Project during the preceding calendar year, including: programs and services; sub-tenants and partners activities; a schedule of fees; clients served or participation rates; community outreach activities; a summary and representation of compliance with the lease; capital improvement plan; and any other information reasonably requested by Grantee.
- **Section 6.** <u>Conditions to Funding.</u> Grantor shall only fund the Grant pursuant to Section 1 upon receipt of evidence satisfactory to Grantor that Grantee and QALICB have secured binding commitments for all other financing necessary to complete the Project.

## Section 7. ARPA and SLFRF Restrictions.

- (a) <u>Compliance</u>. Grantee will comply with all restrictions the Grant proceeds required by ARPA and SLFRF and shall take such actions as may be required to ensure that the Project remains an eligible use of ARPA funds.
- (b) <u>Financial Management</u>. Grantee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement and with any program income earned as a result of funds received pursuant to this Agreement. Grantee must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as required by the ARPA/SLFRF Assistance Listing (21.027), incorporated hereby by reference. Grantee shall adopt such additional financial management procedures as may from time-to-time be prescribed by Grantor if required by applicable federal or state laws or regulations, or guidelines from Treasury. Grantee shall maintain detailed, itemized documentation and other necessary records of all income received and expenses incurred pursuant to this Agreement.
- (c) <u>Audits and Access to Records</u>. Grantee certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this Agreement. If Grantee is not required to have a Single Audit as defined by 200.501, Treasury requirements, or the Single Audit Act, then Grantee shall have a financial

audit performed yearly by an independent certified public accountant. Grantee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Grantee certifies that it will provide Grantor with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement.

## (d) <u>Procurement Requirements</u>.

- (i) <u>Federal</u>. Consistent with UG compliance requirements, including the standards in 2 CFR 200.318 for the acquisition of property, equipment, supplies, or services required under this Agreement, Grantee shall adopt and enact procurement procedures. Grantee's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 ("*Procurement Standards*"). Such Procurement Standards include, but are not limited to, the following:
- 1. All procurement transactions for property or services shall be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320(1)-(3) and (5), which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or (4) after solicitation of a number of sources, competition is determined inadequate.
- 2. Grantee shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 3. Grantee shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 CFR 200.318(c). Grantee shall immediately disclose in writing to Grantor any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
- 4. Pursuant to 2 CFR 200.321, Grantee shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 5. Grantee shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price." 2 CFR 200.318(i).
- (ii) <u>Local</u>. In addition to the requirements described in subsection (a), Grantee shall comply with the following:
- 1. Reporting. Grantee shall document, in its quarterly report to Grantor, the status of all contracts executed in connection with this Agreement.

- 2. Grantor review of solicitations. Except for micro-purchases made pursuant to 2 CFR 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 CFR 200.320(a)(2), if Grantee proposes to enter into any contract for the performance of any of the Approved Activities under this Agreement, then Grantee shall forward to Grantor a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. Grantor will review the solicitation and provide comments, if any, to Grantee within three (3) business days. Failure to respond within three (3) business days does not constitute approval by Grantor. Consistent with 2 CFR 200.324, Grantor will review the solicitation for compliance with applicable procurement standards. Grantor's review and comments shall not constitute a binding approval of the solicitation. Regardless of Grantor's review, Grantee remains bound by all applicable laws, regulations, and Agreement terms. If during its review Grantor identifies any deficiencies, then Grantor will communicate those deficiencies to Grantee as quickly as possible within the three (3) business day window outlined above.
- Grantor review of contracts. Except for micro-purchases pursuant to 2 3. CFR 200.320(a), if Grantee proposes to enter into any contracts for the performance of any of the Approved Activities under this Agreement, then Grantee shall forward to Grantor a copy of the written contract prior to contract execution. Grantor shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to Grantee within three (3) business days. Failure to respond within three (3) business days does not constitute approval by Grantor. Consistent with 2 C.F.R. §200.324, Grantor will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Grantor's review and comments shall not constitute an approval of the contract. Regardless of Grantor's review, Grantee remains bound by all applicable laws, regulations, and Agreement terms. If during its review Grantor identifies any deficiencies, then Grantor will communicate those deficiencies to Grantee as soon as possible within the three (3) business day window outlined above. Grantee must correct the noted deficiencies before executing the contract.
- (iv) <u>Mandatory Contract Provisions</u>. Grantee must include contract provisions required by UG and other state and federal laws and regulations, and as otherwise dictated by Grantor.
- (e) <u>Closeout</u>. Final payment request(s) under this Agreement must be received by Grantor no later than November 30, 2026. Grantor will not accept a payment request submitted after this date without prior authorization from Grantor. In consideration of the execution of this Agreement by Grantor, Grantee agrees that acceptance of final payment from Grantor will constitute an agreement by Grantee to release and forever discharge Grantor, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Grantee has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Grantee's obligations to Grantor under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of

Grantor. Such requirements shall include submitting final reports to Grantor and providing any closeout-related information requested by Grantor by the deadlines specified by Grantor. This provision shall survive the expiration or termination of this Agreement.

## (f) <u>Return of Funds; Recoupment</u>.

- (i). Grantee must return any funds not obligated by December 31, 2024. Grantee must also return funds obligated by December 31, 2024 but not expended by December 31, 2026.
- (ii). If Grantor or Treasury determines that the use of SLFRF funds by Grantee does not comply with ARPA, the Final Rule or the Agreement, Grantor shall provide Grantee with an initial written notice of the amount subject to recoupment along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or Grantor, Grantee may submit to Grantor either (1) a request for reconsideration requesting Grantor seek a reconsideration of any amounts subject to recoupment under the Final Rule, or (2) written consent to the notice of recoupment.
- (iii) To request reconsideration of any amounts subject to recoupment, Grantee must submit to Grantor, to permit Grantor to submit to Treasury, a written request that includes: (1) an explanation of why all or some of the amount should not be subject to recoupment; and (2) a discussion of supporting reasons, along with any additional information. Grantor will submit such reconsideration request and information to Treasury on behalf of Grantee. To the extent necessary, Grantee shall submit such other documentation as requested or required by Grantor to enable Grantor to submit the reconsideration request to Treasury.
- (iv) If Treasury denies all or part of Grantee's reconsideration request, Grantee shall repay the amounts specified by Treasury to Grantor within 90 calendar days of Grantor's receipt of Treasury's decision on the reconsideration request.
- (v) If Grantee has not submitted a reconsideration request, Grantee shall repay the amount subject to recoupment within 90 calendar days of Grantor's receipt of a notice of recoupment from Treasury.
- **Section. 8. Equal Opportunity & Other Requirements**. Grantee shall maintain a nondiscrimination policy consistent with the requirements in this section.

**Civil Rights Laws.** Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

**Disability Protections.** Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

- **Age Discrimination.** Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- Americans with Disabilities Act. Subrecipient shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- **Section 9.** <u>Indemnification</u>. Grantee agrees to defend, indemnify and hold Grantor and any and all of its affiliates and its affiliates' respective directors, officers, equity holders, employees and representatives harmless against any and all loss, cost, expense, claims or actions arising out of or connected with the execution or the breach by Grantee of this Agreement, the consummation of the transactions provided for herein and contemplated hereunder and/or the use of Grant funds, excepting liabilities arising from Grantor's fraud or willful misconduct.
- **Section 10.** <u>Assignment</u>. Each party hereto may assign its rights or obligations under this Agreement, but solely with the express written consent of the other party.
- **Section 11.** Notices; Publicity. All written notices, requests, or other communications herein provided for shall be addressed to the parties at their respective addresses in the opening paragraph of this Agreement. Grantee shall not make any public announcement or issue any public communication regarding this Agreement or the transactions contemplated hereby without first obtaining the prior written consent of Grantor, except if such announcement or other communication is required by applicable law, in which case Grantee shall coordinate such announcement or communication with Grantor.
- **Section 12.** Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
- **Section 13.** Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.
- **Section 14.** Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but altogether shall constitute only one and the same instrument.

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**IN WITNESS WHEREOF**, Grantor and Grantee have each caused this Agreement to be executed by their duly authorized officers as of the date first written above.

GRANIUK:
<b>CITY OF TOLEDO, OHIO</b> , A municipal corporation of the State of Ohio
By:
GRANTEE:
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER TOLEDO an Ohio nonprofit corporation
By:Name:
Title:

## EXHIBIT A

#### PROHIBITED NMTC USES

The following uses shall constitute Prohibited NMTC Uses under this Grant Agreement:

- 1. Any trade or business at the Project (i) consisting of the rental to others of residential real property (which is defined in Section 168(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "Code") as property where eighty percent (80%) or more of the gross rental income from such property is derived from the rental of dwelling units), (ii) consisting predominantly of the development or holding of intangibles for sale or license, (iii) consisting of the operation of (A) a private or commercial golf course, (B) a country club, (C) a massage parlor, (D) a hot tub facility, (E) a suntan facility, (F) a racetrack or other facility used for gambling, or (G) any store the principal business of which is the sale of alcoholic beverages for consumption off premises, or (iv) the principal activity of which is farming (within the meaning of Code Section 2032A(e)(5)(A) or (B) and the applicable regulations promulgated under the Code).
- 2. Any trade or business at the Project constituting a shooting gallery; adult bookstore or facility selling or displaying pornographic books, literature or videotapes (materials shall be considered "adult" or "pornographic" for such purposes if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality); bingo or similar games of chance, however lottery ticket and other items commonly sold in retail establishments may be sold as an incidental part of business; or video game or amusement arcade, except as an incidental part of another primary business.

# Ехнівіт В

# WAYMAN PALMER SITE DEVELOPMENT CONCEPT VISION III

(Attached)

# EXHIBIT C ARPA REPORTING REQUIREMENTS

# EXHIBIT D

# SUBAWARD DATA

Grantee Name	[Insert Grantee name, which must match
	the name associated with its unique
	entity identifier]
Grantee Unique Entity Identifier:	[Insert Grantee Unique Entity Identifier]
Federal Award Identification Number (FAIN):	[Insert Federal Award Identification #]
Federal Award Date of Award to the Recipient by	[Insert date]
the Federal Agency:	
Subaward Period of Performance Start Date:	[Insert date]
Subaward Period of Performance End Date:	[Insert date]
Amount of Federal Funds Obligated by this Action	[Insert Total Agreement Funds]
by the Pass-Through Entity to Grantee:	
Total Amount of Federal Funds Obligated to	[If additional federal awards have been
Grantee by the Pass-Through Entity Including the	awarded to Grantee, insert total amount,
Current Obligation:	including the Total Agreement Funds
	specified above]
Total Amount of the Federal Award Committed to	[Insert amount]
Grantee by the Pass-Through Entity:	
Federal Award Project Description:	[Insert description]
Name of Federal Awarding Agency:	Department of Treasury
Name of Pass-Through Entity:	[LOCAL GOVERNMENT NAME],
	Ohio
Contact Information for [LOCAL GOVERNMENT	[Insert contact information]
NAME] Authorizing Official:	
Contact Information for City Project Manager:	[Insert contact information]
CFDA Number and Name:	21.027- Coronavirus State and Local
	Fiscal Recovery Funds
Identification of Whether Subaward is R&D:	Not R&D
Grantee Indirect Costs:	See Exhibit C – Approved Budget