



City of Columbus

Legislation Report File Number: 2184-2018

Office of City Clerk
90 West Broad Street
Columbus OH 43215-9015
columbuscitycouncil.org

30-Day

File ID: 2184-2018 **Type:** Ordinance **Status:** Passed

Version: 2 ***Committee:** Rules & Reference Committee

File Name: Columbus Incentives Policy **File Created:** 07/18/2018

Final Action: 08/03/2018

Auditor Cert #:

Auditor: When assigned an Auditor Certificate Number I, the City Auditor, hereby certify that there is in the treasury, or anticipate to come into the treasury, and not appropriated for any other purpose, the amount of money specified hereon, to pay the within Ordinance.

Contact Name/No.: Hannah Reed 645-8577

Floor Action (Clerk's Office Only)

Mayor's Action

Council Action

Mayor	Date	Date Passed/ Adopted	President of Council
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Veto	Date	City Clerk
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Title: To amend Title 45, Housing Code, of the Columbus City Codes, by enacting new Chapter 4565, entitled "Affordable Housing and Community Reinvestment Area Incentive Policy".

Sponsors: Jaiza Page and Elizabeth Brown

Attachments: ORD2184-2018 Columbus CRA Affordable Housing Agreement - 4840-7879-1519.7, Ord. 2184-2018



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ordinating language attachment.pdf, Amendment
2184-2018.doc

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
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History of Legislative File

Ver.	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Columbus City Council	07/23/2018	Read for the First Time				
1	Columbus City Council	07/30/2018	Amended as submitted to the Clerk				Pass
1	Columbus City Council	07/30/2018	Approved as Amended				Pass
2	COUNCIL PRESIDENT	07/30/2018	Signed				
2	MAYOR	08/02/2018	Signed				
2	ACTING CITY CLERK	08/03/2018	Attest				

ODI: Following the review and approval, when required, the Office of Diversity and Inclusion certifies compliance with Title 39 as of date listed.

City Attorney: Following review and approval, when required, this ordinance has been reviewed by the City Attorney's Office as to its form and legality only.

Explanation



City of Columbus

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Office of City Clerk
90 West Broad Street
Columbus OH 43215-9015
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BACKGROUND:

In 2016 and 2017, the City commissioned and received a study from HR&A on the effectiveness of its economic development incentives, including real property tax abatements in community reinvestment areas. The study concluded that the City's economic development incentive programs could be improved to better target economic development incentives to areas where the market was not yet encouraging investment. The City has developed an incentive policy to encourage development of affordable housing through targeted economic development incentives, including real property tax abatements, throughout the City. This ordinance will amend Title 45, Housing Code, of the Columbus City Codes.

Title

To amend Title 45, Housing Code, of the Columbus City Codes, by enacting new Chapter 4565, entitled "Affordable Housing and Community Reinvestment Area Incentive Policy".

Body

See attached

CITY OF COLUMBUS
COMMUNITY REINVESTMENT AREA AGREEMENT
MIXED INCOME RESIDENTIAL DEVELOPMENTS

[Insert Grantee names here in lower case]

This Agreement (the “**AGREEMENT**”) made and entered into by and between the City of Columbus, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, with its main offices located at 90 West Broad Street, Columbus, Ohio 43215 (hereinafter “**CITY**”) and *[name of development entity that is entering the agreement]* with its main offices located at *[address]* (hereinafter referred to as the “**DEVELOPER**”).

(Note: All businesses, entities, and/or individuals required to make an investment, to create affordable housing, or to receive a tax benefit as part of this project must be identified and be a party to this agreement.)

WITNESSETH THAT:

WHEREAS, the **CITY** has determined to establish policies, procedures, and conditions for the provision of certain tax incentives to foster investment and development of affordable housing in mixed-use, mixed-income neighborhoods throughout the City; and to encourage investment in market-rate and affordable housing in areas and neighborhoods throughout the City that are experiencing distress; and

WHEREAS, the **CITY** has divided the **CITY**’s existing post-1994 Community Reinvestment Areas into three categories: Market Ready; Ready for Revitalization; and Ready for Opportunity; and

WHEREAS, by passage of *[affordable housing incentive policy ordinance number]*, **CITY COUNCIL** has adopted the incentive policy recommendations of the Director of Development of the City of Columbus providing for designation of Market Ready, Ready for Revitalization, and Ready for Opportunity categories and providing targeted real property tax abatement incentives based upon those area designations, and creating Chapter 4565 of the Columbus City Codes; and

WHEREAS, effective *[insert effective date of legislation]*, the **CITY COUNCIL** adopted legislation creating the *[insert name of applicable Community Reinvestment Area]*; and

WHEREAS, effective *[insert effective date of area confirmation]*, the Director of the Ohio Development Services Agency determined that the aforementioned area designated by **COUNCIL** contained the characteristics set forth in Ohio Revised Code Section 3735.66 and confirmed that area as a “Community Reinvestment Area” pursuant to said Chapter 3735; and

WHEREAS, [applicable individual CRA-amendment ordinance number] amended the terms of the [insert name of applicable CRA] to incorporate the affordable housing incentive policies adopted by [affordable housing incentive policy ordinance number]; and

WHEREAS, the **DEVELOPER** is desirous of constructing a new [#] square foot mixed income residential development at [address of development] in a [insert Market Ready/Ready for Revitalization category]-designated Community Reinvestment Area (hereinafter referred to as the “**PROJECT**”), provided that the appropriate development incentives are available to support the economic viability of the **PROJECT**; and

WHEREAS, the **CITY**, having the appropriate authority for the **PROJECT**, is desirous of providing the **DEVELOPER** with incentives available for the development of the **PROJECT** in the aforementioned Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the **DEVELOPER** has submitted to the **CITY** a proposed agreement application (“**APPLICATION**”), which is attached hereto as Exhibit A; and

WHEREAS, the **DEVELOPER** has remitted the required application fee of \$___ made payable to the **CITY** with the **APPLICATION** to be forwarded with this **AGREEMENT**; and

WHEREAS, the Director of the Department of Development of the **CITY** has investigated the **APPLICATION** of the **DEVELOPER** and has recommended the same to **COUNCIL** on the basis that the **DEVELOPER**’s application meets the requirements of Chapter 4565 of the Columbus City Codes; and

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

1. **Project Site.** The **DEVELOPER** proposes to construct a new [#] square foot mixed-income residential development comprising four (4) or more housing units at [street address], on Parcel [parcel number] (“**PROJECT SITE**”). The **PROJECT SITE** is located within the [name of Community Reinvestment Area where the site is] (“Site CRA”).
2. **Project Investment.** The **PROJECT** will involve an estimated total investment by the **DEVELOPER** of [insert dollar amount] at the **PROJECT SITE** including [insert dollar amount] for new construction, [insert dollar amount] for fees and other costs related to real property improvements and [insert dollar amount] for land acquisition.
3. **Project Schedule.** The **PROJECT** is estimated to begin [insert Month/Day/Year] and all acquisition, construction and installation is estimated to be completed by [insert Month/Day/Year].
4. **Affordable Housing.** The **DEVELOPER** shall provide [number] of affordable housing units for occupants with annual household incomes up to 80% of area median income (AMI), and

[number] of affordable housing units for occupants with annual household incomes up to 100% of AMI, and comply with all applicable provisions set forth in Chapter 4565 of the Columbus City Codes and all guidelines in the [official name of CRA guidelines and procedures] as set forth by the **CITY** Director of Development ("**DIRECTOR**") and adopted by Council. The **DEVELOPER** agrees that:

- A. Affordable housing units shall be dispersed throughout the **PROJECT** and shall be comparable to the design of market-rate units within the **PROJECT** in terms of appearance, materials, and finished quality.
- B. Throughout the term of an abatement, the affordable housing units provided in the **PROJECT** may be located in different physical units over time (affordable housing units may "float" through the **PROJECT** over time).
- C. Affordable housing units shall be constructed within a similar timeline as market-rate units within the **PROJECT**.
- D. Affordable housing units shall be provided access to amenities and recreational facilities within the **PROJECT** on equal terms to market-rate housing units.
- E. Affordable housing units shall be rented or sold only to qualified persons whose annual household income is up to eighty percent (80%) AMI or up to one hundred percent (100%) AMI for the family size for which the housing unit was designed.
- F. To qualify as an affordable housing unit, the housing unit must be occupied as the principal residence of the occupant or occupants.
- G. Any fee charged by the **DEVELOPER** to the prospective tenant or purchaser of an affordable housing unit must be a usual, customary transaction fee normally incurred in a residential transaction. The **DIRECTOR** may establish a range of fees that are presumptively usual and customary in such transactions.

5. **Owner Occupied Affordable Housing Units.** The **DEVELOPER** agrees that all owner-occupied units that will be credited as affordable housing units shall remain affordable for the duration of any abatement provided for the unit under this Code. If the **PROJECT** includes a condominium association or homeowners' association, the condominium association or homeowners' association is a successor in interest to the **DEVELOPER** and shall also be deemed a party to this agreement. The **DEVELOPER** also agrees:

- A. The initial sale price of an affordable housing unit that is to be owner-occupied shall be determined such that the annual costs of ownership, assuming a thirty-year fixed rate mortgage and down payment of three percent (3%), will result in the unit being an affordable housing unit as defined in the Code.
- B. Any resale of owner-occupied affordable housing that shall occur during the term of the abatement shall comply with the rules established by adopted by the **DIRECTOR**; if an owner-occupied housing unit is transferred to a transferee with household income exceeding one hundred percent (100%) AMI, the abatement for that unit shall cease.
- C. The **DEVELOPER** or (if the **DEVELOPER** has divested its ownership or control of the **PROJECT**) the condominium association or homeowners' association, shall be responsible for reporting to the Director the number of affordable housing units in the **PROJECT** for the duration of the abatement period

6. **Tax Incentives.** The Director has confirmed the proposed **PROJECT** will be developed in a **[Market Ready/Ready for Revitalization]** Area and the **DEVELOPER** agrees to the following terms in order to obtain eligibility for the tax incentives:

A. The **PROJECT** shall be eligible for the incentive specified in division (B) of this Section if, for the duration of the incentive, ten percent (10%) of the housing units in the **PROJECT** are affordable housing units rented or sold to occupants with household income up to eighty percent (80%) AMI, and an additional ten percent (10%) of the housing units in the **PROJECT** are affordable housing units rented or sold to occupants with household income up to one hundred percent (100%) AMI.

i. The **DEVELOPER** may receive credits equal to one (1) affordable housing unit for each of the following:

a. For every one million dollars (\$1,000,000.00) of environmental remediation expenses associated with the **PROJECT**;

b. For every twenty-five thousand (25,000) square feet of Class A office space constructed as part of an affiliated commercial development or rehabilitation within the area. The **DIRECTOR** may establish rules defining what is an affiliated commercial development or rehabilitation.

c. *[For Ready for Revitalization Area Projects Only]* For a one-time payment of two thousand, five hundred dollars (\$2,500.00) to a local community development corporation (CDC) to support affordable housing in the City of Columbus.

1. The **DEVELOPER** shall provide the **DIRECTOR** with proof of remitting the payments required by this division within ten (10) days of tendering the payment.

2. If the **DEVELOPER** fails to remit the payment required by this division by *[due date of payment]*, the **DEVELOPER** shall be in default under the agreement. The **DIRECTOR** shall have cause to take such action as necessary to cause the abatement to cease and return the property to fully taxable status. If the **DIRECTOR** permits late payment to be made, the **DIRECTOR** may impose a penalty of five hundred dollars (\$500.00) for each month or portion of a month that the payment is late. The penalty shall be paid to the Affordable Housing Trust.

d. *[For Ready for Revitalization Area Projects Only]* If the **PROJECT** is being completed in partnership with a local CDC or the Columbus Next Generation Corporation, then the affordable housing units requirement shall not apply. The **DIRECTOR** shall formulate criteria to evaluate whether an arrangement between the **DEVELOPER** and the CDC or Columbus Next Generation Corporation is a qualifying partnership under this division.

- ii. If the **PROJECT** is a rehabilitation of a property listed on the Columbus Register of Historic Properties, then the affordable housing unit requirements shall not apply.
- iii. [*For Market-Ready Area Projects Only*] The **DEVELOPER** may make an annual payment for the duration of the incentive in lieu of providing affordable housing units; the annual payment shall equal one hundred twenty-five percent (125%) of the difference between the annual market-rate rent charged for the least-expensive units comprising one-fifth of the total market-rate units within the development, and the annual rents that would have been collected on those units if they were affordable housing units.

For example: A development has 100 housing units. Twenty of the units rent for \$500 per month, and the other 80 units rent for \$600 per month. If the units were affordable housing units for households up to 80% of AMI, they would have to be rented for \$300 per month. If the units were affordable housing units for households up to 100% of AMI, they would have to be rented for \$400 per month. The annual payment in lieu would equal \$45,000.

(\$500 per month x 12 months = \$6,000 annual rent per unit for least-expensive units x 20 units = \$120,000 annual rent for the least-expensive one fifth of units in the development.

\$400 per month x 12 months = \$4,800 annual rent per unit if affordable to household up to 100% AMI x 10 units = \$48,000 annual rent if 10% of units were affordable for households up to 100% of AMI

\$300 per month x 12 months = \$3,600 annual rent per unit if affordable to household up to 80% AMI x 10 units = \$36,000 annual rent if 10% of units were affordable for households up to 80% of AMI

Total annual rent if one-fifth of housing units were required affordable housing units: \$48,000 + \$36,000 = \$84,000

Difference between annual market-rate rent charged for least-expensive one-fifth of units and annual rents that would have been collected for affordable housing units: \$120,000 - \$84,000 = \$36,000 x 125% = \$45,000 annual payment in lieu).

The payment in lieu shall be made to the Affordable Housing Trust, to be used to support affordable housing within the City of Columbus.

- B. **PROJECTS** providing the affordable housing units required in division (A) of this Section, or receiving credits or paying a fee in lieu of providing such units as provided in division (A) of this Section, shall be eligible for abatement of property tax on one hundred percent (100%) of the increase in assessed value of the structure for a period of

fifteen (15) years from the date of the project's receipt of its certificate of occupancy, or an earlier date, if elected by the **DEVELOPER** with the **DIRECTOR's** consent), [*For Market-Ready Areas Only*] provided that the **DEVELOPER** complies with the following condition of payment to the school district in which the project is located:

- i. For years eleven (11) through fifteen (15) of the abatement period, the owner shall, on or before March 1 of each year, remit payment to the treasurer of the board of education for the school district in which the property is located, in the following amounts:
 - a. Year 11: 15% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement;
 - b. Year 12: 30% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement;
 - c. Year 13: 45% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement;
 - d. Year 14: 60% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement;
 - e. Year 15: 75% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement.
- ii. The **DEVELOPER** shall provide the **DIRECTOR** with proof of remitting the payments required by this Section within ten (10) days of tendering the payment.
- iii. If the **DEVELOPER** fails to remit the payment required by this Section by March 1 of the applicable year, the **DEVELOPER** shall be in default under the agreement and the **DIRECTOR** shall have cause to take such action as necessary to cause the abatement to cease and return the **PROPERTY** to fully taxable status. If the **DIRECTOR** permits late payment to be made, the **DIRECTOR** may impose a penalty of one thousand dollars (\$1,000.00) for each month or portion of a month that the payment is late. The penalty shall be paid to the Affordable Housing Trust.

C. Default on Affordable Housing Unit Requirement

- i. If the number of affordable housing units rented or owned by persons whose household income is up to eighty percent (80%) AMI or one hundred percent (100%) AMI falls below the proportions prescribed by division (A) of this Section for a period of ninety (90) days, the owner must provide written notice of the shortfall to the **DIRECTOR** within ten (10) business days.

- ii. If the number of affordable housing units rented or owned by persons whose household income is up to eighty percent (80%) AMI or one hundred percent (100%) AMI remains below that prescribed in division (A) of this Section for a period of one hundred eighty (180) days, the **DEVELOPER** shall be responsible for making payment to the Affordable Housing Trust, in an amount determined by reference to the following table:

Affordable Housing Shortfall (by % below required number of units)	Required Payment to Affordable Housing Trust (by % of annual real property tax abated)
Up to 25%	20%
>25% up to 50%	40%
>50% up to 75%	65%
>75%	90%

[For Market-Ready Areas Only] If the payment required by this division is less than the what the annual fee-in-lieu would be under division (A)(iii) of this Section for the affordable housing unit shortfall, the **DEVELOPER** shall pay the fee in-lieu amount rather than the amount provided by this division.

- iii. If the number of affordable housing units rented or owned by persons whose household income is up to eighty percent (80%) AMI or one hundred percent (100%) AMI remains below fifty percent (50%) of that prescribed in division (A) of this Section for a period of two consecutive years, the **DIRECTOR** shall have cause to take such action as necessary to cause the abatement to cease and return the **PROPERTY** to fully taxable status. In the alternative, the **DEVELOPER** and the **DIRECTOR** may execute an addendum to the agreement by which the **DEVELOPER** agrees to pay the annual fee in-lieu for the affordable housing shortfall for the remaining duration of the abatement; provided, however, that the annual fee in-lieu shall equal not less than one hundred seventy-five percent (175%) of the difference between the annual market-rate rent charged for the least-expensive units comprising one-fifth of the total market-rate units within the development, and the annual rents that would have been collected on those units if they were affordable housing units.
- iv. The remedies provided for default herein are not intended, and shall not be so construed, to limit the **CITY**'s other remedies at law or in equity for breach of the **AGREEMENT**.

7. **Income and Asset Verification.** The **DEVELOPER** agrees to comply with all rules established by the **DIRECTOR** by which the annual household income of prospective tenants and purchasers of affordable housing units subject to Chapter 4565 shall be verified; the rules by which the asset holdings of prospective tenants and purchasers of affordable housing units subject to Chapter 4565 shall be verified; as well as a means of imputing income to these assets where appropriate under the rules. The **DEVELOPER** or (if the **DEVELOPER** has divested its ownership or control of the **PROJECT**) the condominium association or homeowners' association, or other successor in interest of the **DEVELOPER**, shall provide an annual report, in a form to be established by the **DIRECTOR**, attesting that

it has verified that households occupying affordable housing units in the **PROJECT** are qualifying households, and shall be subject to audit of the verification documentation by the **DIRECTOR**.

8. **Real Property Tax Exemption.** The **CITY** hereby grants **DEVELOPER** tax exemptions for real property improvements made to the **PROJECT SITE** pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amounts:

<u>Years of Exemption</u>	<u>Tax Exemption Amount</u>
15	100%

The exemption commences the first year for which the real property improvements would first be taxable were that property not exempted from taxation.

9. **Tax Exemption Application.** Upon receipt of a written request from the **DEVELOPER**, the **CITY** shall undertake the necessary verifications and certifications required to effect and maintain the exemptions covered in the **AGREEMENT**.
10. **Processing and Monitoring Fees.** **DEVELOPER** shall pay to the **CITY** an initial fee of [\$_____] and shall be required to pay annually a [\$_____] monitoring fee. This monitoring fee must be submitted annually by **DEVELOPER** to the **CITY** for as long as the tax incentive agreement is in force.
11. **Payment of Non-Exempt Taxes.** The **DEVELOPER** shall pay such real 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. If the **DEVELOPER** fails to pay such taxes or file such returns and reports, all incentives granted under this **AGREEMENT** may be rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
12. **Cooperation of the City.** The **CITY** shall perform such acts as are 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.
13. **Revocation of the CRA.** If for any reason the aforementioned Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency 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 the **DEVELOPER** materially fails to fulfill its obligations under this **AGREEMENT** and the **CITY** terminates or modifies exemptions from taxation granted under this **AGREEMENT**.
14. **Termination or Modification Upon Default.** If the **DEVELOPER** materially fails to fulfill its obligations under this **AGREEMENT**, other than with respect to the number of

affordable housing units maintained under this **AGREEMENT**, or if the **CITY** determines that the certification as to delinquent taxes required by this **AGREEMENT** is fraudulent, the **CITY** may modify the exemption from taxation granted under this **AGREEMENT** and shall require the repayment of some or all of the amount of taxes that would have been payable had the property not been exempted from taxation granted under this **AGREEMENT**.

15. **Certification as to No Delinquent Taxes.** The **DEVELOPER** hereby certifies that at the time this **AGREEMENT** is executed, it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and that it does not owe any delinquent taxes under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the **DEVELOPER** currently is 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 the **DEVELOPER**. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
16. **Covenant as to No Past Due Payments to the State.** The **DEVELOPER** affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; or (3) 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.
17. **Covenant as to No False Statements.** The **DEVELOPER** affirmatively covenants that no agent, managing member, principal or officer of a managing member, or officer or representative of **DEVELOPER** has made false statements to the State or the **CITY** or any other local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives for the **PROJECT**. If any person covered by the covenant in the previous sentence has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the **DEVELOPER** shall be required to immediately return all benefits received under the **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), including the **CITY**. 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.
18. **Transfer and/or Assignment.** This **AGREEMENT** is not transferable or assignable without the express, written, approval of the **CITY**, except as provided in Section 5 of this **AGREEMENT**.

19. **Notices.** Any notice required or authorized to be given under this **AGREEMENT** shall be given in writing and delivered by U.S. mail or courier. Notices to the **CITY** shall be directed to the attention of the **DIRECTOR** at 111 North Front Street, 8th Floor, Columbus, Ohio 43215, or to such other address as provided by the **DIRECTOR** to the **DEVELOPER**. Notices to the **DEVELOPER** shall be directed to the **DEVELOPER** representative at the address set forth below, or to such other address as provided by the **DEVELOPER** to the **DIRECTOR**.

Notice to **DEVELOPER**

Name: _____
Street Address: _____
City, State, ZIP: _____

20. **Waiver of Certain Claims and Appeals.** The **DEVELOPER** hereby waives and releases any claim or claims for declaratory relief, and any other relief available at law or in equity, attacking the validity of Chapter 4565 of the Columbus City Codes, the legislation by which it was adopted, and any rules implementing the provisions of said Chapter. Further, **DEVELOPER** hereby waives its right of appeal, if any, to the community reinvestment area housing council under Section 3735.70 of the Ohio Revised Code, from any decision of the housing officer, **DIRECTOR**, or other **CITY** official concerning **DEVELOPER'S** adherence to the terms of this **AGREEMENT**.
21. **Acknowledgment of Opportunity to Seek Counsel.** The **DEVELOPER** hereby acknowledges that it has been given opportunity to seek legal counsel to review the terms of this **AGREEMENT**. **DEVELOPER** acknowledges that it understands the terms of this **AGREEMENT** and that it has entered the **AGREEMENT** knowingly and voluntarily.
22. **Conflict of Terms.** Terms in this **AGREEMENT** shall be defined as set forth in Chapter 4565 of the Columbus City Codes or, if not defined in Chapter 4565, shall have their ordinary meaning. If any term of this **AGREEMENT** is in conflict with any required terms stated in Chapter 4565, or any amendments thereto effective prior to the effective date of this **AGREEMENT**, the terms of Chapter 4565, as amended, shall control.
23. **Severability.** The terms of this **AGREEMENT** shall be severable, and if any is found to be invalid or unenforceable the remainder shall continue in full force and effect.
24. **Public Records.** **DEVELOPER** acknowledges that this **AGREEMENT** and its application materials may be public records, subject to release under Section 149.43 of the Ohio Revised Code, and waives and releases any claim or claims at law or in equity against the **CITY** for any release of such records.
25. **No Waiver of Remedies.** Failure of the **CITY** to insist upon strict compliance with the terms of this **AGREEMENT** shall not constitute a waiver of any remedy available to the **CITY**.

26. **Acknowledgment that Abatement Applies Only to Residential Components of Project.** **DEVELOPER** acknowledges and agrees that the abatement provided herein and pursuant to Chapter 4565 of the Columbus City Codes applies only to such components of the **PROJECT** as are residential in use, and does not entitle **DEVELOPER** or the **PROJECT** to abatement of any real property taxes on any component of the **PROJECT** that is commercial in use. This Section does not prevent the **CITY** and **DEVELOPER** from providing for real property tax abatements or other economic development incentives by separate agreement as authorized by **CITY** ordinance or State law.
27. **Nondiscriminatory Hiring Policy.** **DEVELOPER** agrees to comply with the **CITY'S** nondiscriminatory hiring policy adopted pursuant to Section 5709.832 of the Ohio Revised Code as set forth in Chapter 2331 of the Columbus City Codes to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. In furtherance of that policy, **DEVELOPER** agrees that it will not deny any individual employment solely on the basis of race, sex, sexual orientation, gender identity or expression, color, religion, national origin, ancestry, age, disability, familial status or military status.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this said **AGREEMENT** on the day and year approved as to form by the City Attorney on the date indicated below.

GRANTEE:

[type name of **DEVELOPER**]

By: _____
Signature of Officer

Print name & title of Officer

GRANTOR:

City of Columbus

By: _____
Steven R. Schoeny, Director
Department of Development

APPROVED AS TO FORM:

Zachary M. Klein
City Attorney

Date: _____

0127727.0656749 4840-7879-1519v7

..Explanation

BACKGROUND:

In 2016 and 2017, the City commissioned and received a study from HR&A on the effectiveness of its economic development incentives, including real property tax abatements in community reinvestment areas. The study concluded that the City's economic development incentive programs could be improved to better target economic development incentives to areas where the market was not yet encouraging investment. The City has developed an incentive policy to encourage development of affordable housing through targeted economic development incentives, including real property tax abatements, throughout the City. This ordinance will amend Title 45, Housing Code, of the Columbus City Codes.

..Title

To amend Title 45, Housing Code, of the Columbus City Codes, by enacting new Chapter 4565, entitled "Affordable Housing and Community Reinvestment Area Incentive Policy".

..Body

WHEREAS, the City of Columbus has established a goal of fostering private sector investment to build mixed income neighborhoods dispersed throughout the City; and

WHEREAS, Resolution No. 1698-78, approved August 3, 1978, authorized the Department of Development to carry out a Community Reinvestment Program, pursuant to Sections 3735.65 to 3735.70 of the Ohio Revised Code, and approved certain administrative procedures for the program; and

WHEREAS, in 2016 and 2017, the City commissioned and received a study of the effectiveness of its economic development incentives, including real property tax abatements in community reinvestment areas; and

WHEREAS, the study concluded that the City's economic development incentive programs could be improved to better target economic development incentives to areas where the market was not yet encouraging investment; and

WHEREAS, the City has developed an incentive policy to encourage development of affordable housing through targeted economic development incentives, including real property tax abatements, throughout the City; and

WHEREAS, the incentive policy is intended to rely upon objective data to identify Market Ready Areas, Ready for Revitalization Areas, and Ready for Opportunity Areas; and

WHEREAS, Council has amended the ordinances for its Community Reinvestment Areas to incorporate the incentive policy by reference;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:

Section 1. That Title 45, Housing Code, of the Columbus City Codes, is hereby amended by enacting new Chapter 4565, entitled "Affordable Housing and Community Reinvestment Area Incentive Policy," which shall read as follows:

CHAPTER 4565- AFFORDABLE HOUSING AND COMMUNITY REINVESTMENT AREA INCENTIVE POLICY

4565.01 - Purpose.

The purpose of this chapter is to establish policies, procedures, and conditions for the provision of certain tax incentives to foster investment and development of affordable housing in mixed-use, mixed-income neighborhoods throughout the city; and to encourage investment in market-rate and affordable housing in areas and neighborhoods throughout the city that show evidence of distress.

4565.02 - Definitions.

- (A) *Affordable Housing Unit*: includes the following:
 - 1. *Rentals*: housing rented to tenants whose annual household income is up to eighty percent (80%) of area median income (AMI) or one hundred percent (100% of AMI), and for which the annual rent charged does not exceed thirty percent (30%) of their gross annual income as defined by the U.S. Department of Housing and Urban Development (HUD).
 - 2. *Owner-occupied*: housing occupied by the legal owner or owners of the housing unit, whose annual household income is up to eighty percent (80%) of AMI as defined by below or one hundred percent (100%) of AMI as defined below, and for which the annual cost of ownership does not exceed thirty-five percent (35%) of their gross annual income.
- (B) *Area Median Income (AMI)*: the annual median income, as calculated annually for various family sizes within the Columbus, Ohio Metropolitan Statistical Area by the U.S. Department of Housing and Urban Development.
- (C) *Area, or Post-1994 CRA*: a community reinvestment area (CRA) designated by City Council subsequent to July 21, 1994.
- (D) *Bedroom*: a room complying with the sleeping area requirements in Section 4541.01 and the location requirements of Section 4541.05 of the Columbus Housing Code, and for which no fewer than eighteen (18) cubic feet of clothes closet space has been provided in accordance with Section 4541.06 of the Columbus Housing Code.
- (E) *Community Development Corporation (CDC)*: a non-profit organization that is either a Community Housing Development Organization (CHDO), a Community Based Development Organization (CBDO), is supported by the Community Development Collaborative, or has a similar mission and structure. To qualify as a CDC for purposes of this chapter, the organization must:
 - 1. have at least one year of experience providing affordable housing in the Columbus Metropolitan Statistical Area;
 - 2. have at least one full-time paid staff member;
 - 3. demonstrate capacity to carry out planned projects, based upon criteria to be adopted by the Development Director; and
 - 4. demonstrate compliance with financial accountability and control standards, based upon criteria to be adopted by the Development Director.
- (F) *Cost of Ownership*: the annual cost of owning a housing unit, as determined by rules adopted by the Director taking into consideration the following:

1. principal, interest, private mortgage insurance, and amortization of a loan to finance purchase of the property;
 2. property taxes and assessments;
 3. fire and casualty insurance covering replacement value of the property improvements;
 4. non-optional homeowner or condominium association fees;
 5. space rent, if the housing unit is situated upon rented land.
- (G) *Development Project*: new construction of housing units, whether single-family, two-family, or multifamily structures. A single development project may consist of multiple housing units within a single structure, or housing units contained in different structures. A single development project may consist of multiple single-family structures as determined by the Director.
- (H) *Development Director, or Director*: the Director of the Department of Development, or the designee thereof.
- (I) *Distress Criteria*: the factors by which an area is categorized as a Market Ready Area, a Ready for Revitalization Area, or a Ready for Opportunity Area. Each of the following is a criterion included within “Distress Criteria:”
1. *Population Growth*: the percentage change of population for an area over a five-year time period, as measured by the United States Census Bureau in the decennial census or in annual estimates by the United States Census Bureau. An area meets this distress criterion if the population growth rate is below the population growth rate for the city of Columbus.
 2. *Median Household Income Growth*: the percentage change in median household income for an area over five (5) years, as measured by the United States Census Bureau in the decennial census or in annual estimates by the United States Census Bureau. An area meets this distress criterion if the median household income growth rate is below the median household income growth rate for the city of Columbus.
 3. *Poverty Rate*: the percentage of the population in an area living at or below the federally established poverty level, adjusted for family size. An area meets this distress criterion if the poverty rate is above the poverty rate for the city of Columbus.
 4. *Growth in Median Rent*: the percentage change in median monthly price per square foot of residential rental property for an area, as measured using an index or indices selected by the Development Director from real estate or housing industry sources. An area meets this distress criterion if the growth in median rent rate is above the growth in median rent rate for the city of Columbus.
 5. *Housing Vacancy Rate*: the percentage of unoccupied housing units in an area, as measured using an index or indices selected by the Development Director from real estate or housing industry sources. An area meets this distress criterion if the housing vacancy rate is above the housing vacancy rate for the city of Columbus.
 6. *Mortgage Foreclosure Rate*: the percentage of homes foreclosed upon in an area, as measured by an index or indices selected by the Development Director from real estate

or housing industry sources. An area meets this distress criterion if the mortgage foreclosure rate is above the mortgage foreclosure rate for the city of Columbus.

- (J) *Environmental Remediation Expense*: Pertains to the removal or reduction of pollution or contaminants from environmental media such as soil, groundwater, sediment, or surface water to protect people and the environment against the potential harmful effects from exposure, based on assessments of human health and ecological risks, to various radiation sources.
- (K) *Gross Annual Income*: annual income as defined by 24 C.F.R. §5.609 and documented as required by rules established by the Director.
- (L) *High-Rise Development*: for purposes of this chapter, a residential development that is eleven stories or higher.
- (M) *Household*: all individuals residing in a housing unit.
- (N) *Household Income*: the gross annual income of all individuals residing in a housing unit who have reached the age of eighteen (18) years old and are not enrolled as full-time students.
- (O) *Housing Unit*: one or more rooms arranged, intended, and designed and used solely for independent residential occupancy by an individual, group of individuals, or family for living and sleeping purposes. The unit must include cooking, bathing, and toilet facilities within the unit for the use of the unit's occupants. For purposes of this chapter, housing unit does not include emergency shelters or facilities such as nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, halfway houses, or dormitories.
- (P) *Market Ready Area*: an area that meets no more than one distress criteria.
- (Q) *Mid-Rise Development*: for purposes of this chapter, a residential development that is in a structure five to ten stories high and constructed from concrete and/or steel frame construction. A maximum of three stories of wood-frame construction may be incorporated provided that it is built over a two-or-more story concrete podium and has a fire suppression (sprinkler) system.
- (R) *Owner-occupied*: a housing unit inhabited as the principal place of residence by the person with fee simple absolute title, or a substantially equivalent title as determined by the Director, to the housing unit.
- (S) *Project Sponsor*: an applicant seeking approval for construction of a development project subject to this chapter.
- (T) *Ready for Opportunity Area*: an area that meets more than four (4) distress criteria.
- (U) *Ready for Revitalization Area*: an area that meets at least two (2), but no more than four (4), distress criteria.
- (V) *Rent*: the cost of tenancy in a housing unit, including the rental rate stated in the lease, any non-refundable, non-optional fee or surcharge, and an allowance for reasonable utility expenses. The Director shall define reasonable utility expenses. Pet fees or surcharges shall not be considered "rent" for purposes of this chapter.

- (A) The Director shall designate post-1994 CRAs as Market Ready Areas; Ready for Revitalization Areas; or Ready for Opportunity Areas.
 - 1. *Market Ready Areas*: The market-ready area designation for an area shall be reassessed every three (3) years.
 - 2. *Ready for Revitalization Areas*: The ready-for-revitalization area designation for an area shall be reassessed every three (3) years.
 - 3. *Ready for Opportunity Areas*: The ready-for-opportunity area designation for an area shall be reassessed every three (3) years.
- (B) One year prior to expiration of an area's designation, the Director shall assess the area and determine whether it shall retain its designation or receive a new designation. If the Director determines that the area should receive a new designation, the Director shall assign such new designation to be effective upon expiration of the area's existing designation.
- (C) The Director shall provide a report to Council upon designating an area. The report shall include the distress criteria for each area designated by the Director.
- (D) If any Community Reinvestment Area is created by Council, the Director shall designate the area and provide the report as required by this Section within thirty (30) days from Council's vote to establish the Community Reinvestment Area.
- (E) The Director shall provide to Council an annual report, **no later than September 30th of each calendar year**, on the provision of real property tax abatements and affordable housing with each area for the prior year.

4565.04 - General requirements for affordable housing units.

- (A) Affordable housing units shall be dispersed throughout the development project and shall be comparable to the design of market-rate units within the development project in terms of appearance, materials, and finished quality.
- (B) Throughout the term of an abatement, the affordable housing units provided in a development may be located in different physical units over time (affordable housing units may "float" through the development over time).
- (C) Affordable housing units shall be constructed within a similar timeline as market-rate units within the development project.
- (D) Affordable housing units shall be provided access to amenities and recreational facilities within the development projects on equal terms to market-rate housing units.
- (E) Affordable housing units shall be rented or sold only to qualified persons whose annual household income is up to eighty percent (80%) AMI or up to one hundred percent (100%) AMI for the family size for which the housing unit was designed.
- (F) To qualify as an affordable housing unit, the housing unit must be occupied as the principal residence of the occupant or occupants.
- (G) Any fee charged by the project sponsor to the prospective tenant or purchaser of an affordable housing unit must be a usual, customary transaction fee normally incurred in a

residential transaction. The Director may establish a range of fees that are presumptively usual and customary in such transactions.

- (H) The Director is authorized to adopt and implement such rules, standards, and processes as are necessary, in the Director's discretion, to administer this chapter.

4565.05 - Additional requirements for owner-occupied affordable housing units.

- (A) To be eligible for incentives under this chapter, project sponsors developing projects to include owner-occupied housing units shall, in addition to the applicable agreement requirements set forth in Section 4565.07 or Section 4565.08 of this chapter, be required to enter into an agreement with the City and/or execute such restrictive covenants, including but not limited to condominium terms, as are determined necessary by the Director and the City Attorney to provide that all owner-occupied units that will be credited as affordable housing units shall remain affordable for the duration of any abatement provided for the unit under this chapter. If the development project includes a condominium association or homeowners' association, the condominium association or homeowners' association shall be a party to the agreement.
- (B) *Initial Pricing.* The initial sale price of an affordable housing unit that is to be owner-occupied shall be determined such that the annual costs of ownership, assuming a thirty-year fixed rate mortgage and down payment of three percent (3%), will result in the unit being an affordable housing unit as defined in this chapter.
- (C) *Resale:* For development projects of four (4) or more housing units, the Director shall adopt rules to establish the resale price of owner-occupied affordable housing units subject to this chapter. Such rules shall consider the purposes of this chapter to encourage provision of affordable housing throughout the city while enabling owner-occupant sellers of affordable housing units to realize a reasonable return on the sale of the housing unit, including consideration of improvements made to the housing unit by the owner-occupant. For development projects consisting of new construction of three (3) or fewer housing units in Market Ready Areas, the real property tax abatement provided under this chapter shall cease upon transfer of the property that is not in conformance with deed restrictions for affordability.
- (D) The project sponsor or (if the project sponsor has divested its ownership or control of the development project) the condominium association or homeowners' association, shall be responsible for reporting to the Director the number of affordable housing units in the development project for the duration of the abatement period.

4565.06 - Availability of incentives.

- (A) Unless specifically stated herein, incentives under this chapter for development projects containing four (4) or more housing units within Market Ready Areas or Ready for Revitalization Areas shall be available only pursuant to agreement between the City and the project sponsor, entered prior to commencement of construction. Such agreement must include the terms specified in Section 4565.07 for Market Ready Areas or Section 4565.08 for Ready for Revitalization Areas.
- (B) Development projects shall not be artificially divided to avoid the agreement requirements within this chapter.

- (C) For remodeling of a dwelling containing not more than three (3) housing units, and that otherwise qualifies for real property tax abatement, no agreement under division (A) of this section shall be required to receive such abatement.
- (D) For construction of a new dwelling containing not more than three (3) housing units, and that otherwise qualifies for real property tax abatement, no agreement under division (A) of this section shall be required to receive such abatement; provided, however, that if the new dwelling is to be located in a Market Ready Area, it must provide affordable housing as defined in this chapter and any rules adopted hereunder to be eligible for the tax abatement.
- (E) Development projects within Ready for Opportunity Areas shall not be subject to the agreement requirement within division (A) of this section and shall receive an abatement of property taxes on one hundred percent (100%) of the assessed valuation of the structure for a period of fifteen (15) years.
- (F) The statement of required terms in Sections 4565.07, 4565.08, and 4565.05 shall not be construed to limit the ability of the Director to prescribe additional agreement terms by rule, subject to approval as to legal form by the City Attorney.

4565.07 - Required terms for incentive agreements in market ready areas.

The provisions of this section state terms required for the agreements required for Market Ready Areas by division (A) of Section 4565.06 of this Chapter. They are not self-executing terms for abatement.

- (A) A development project containing four (4) or more housing units in a Market Ready Area shall be eligible for the incentive specified in division (B) of this Section if, for the duration of the incentive, ten percent (10%) of the housing units in the development project are affordable housing units rented or sold to occupants with household income up to eighty percent (80%) AMI, and an additional ten percent (10%) of the housing units in the development are affordable housing units rented or sold to occupants with household income up to one hundred percent (100%) AMI.
 - 1. The project sponsor may receive credits equal to one (1) affordable housing unit for each of the following:
 - a. For every one million dollars (\$1,000,000.00) of environmental remediation expenses associated with the development project;
 - b. For every twenty-five thousand (25,000) square feet of Class A office space constructed as part of a commercial development or rehabilitation within the same structure as where the affordable housing unit would otherwise be required. The Director may establish rules defining what is an affiliated commercial development or rehabilitation.
 - 2. If the project is a rehabilitation of a property listed on the Columbus Register of Historic Properties, then the affordable housing unit requirements shall not apply and no agreement under Section 4565.06 shall be required.
 - 3. The project sponsor may make an annual payment for the duration of the abatement in lieu of providing affordable housing units; the annual payment shall equal ~~one hundred twenty five percent (125%)~~ **one hundred fifty percent (150%)** of the difference between the annual market-rate rent charged for the least-expensive units

comprising one-fifth of the total market-rate units within the development, and the annual rents that would have been collected on those units if they were affordable housing units.

For example: A development has 100 housing units. Twenty of the units rent for \$500 per month, and the other 80 units rent for \$600 per month. If the units were affordable housing units for households up to 80% of AMI, they would have to be rented for \$300 per month. If the units were affordable housing units for households up to 100% of AMI, they would have to be rented for \$400 per month. The annual payment in lieu would equal \$45,000.

$(\$500 \text{ per month} \times 12 \text{ months} = \$6,000 \text{ annual rent per unit for least-expensive units} \times 20 \text{ units} = \$120,000 \text{ annual rent for the least-expensive one fifth of units in the development.}$

$\$400 \text{ per month} \times 12 \text{ months} = \$4,800 \text{ annual rent per unit if affordable to household up to } 100\% \text{ AMI} \times 10 \text{ units} = \$48,000 \text{ annual rent if } 10\% \text{ of units were affordable for households up to } 100\% \text{ of AMI}$

$\$300 \text{ per month} \times 12 \text{ months} = \$3,600 \text{ annual rent per unit if affordable to household up to } 80\% \text{ AMI} \times 10 \text{ units} = \$36,000 \text{ annual rent if } 10\% \text{ of units were affordable for households up to } 80\% \text{ of AMI}$

Total annual rent if one-fifth of housing units were required affordable housing units: $\$48,000 + \$36,000 = \$84,000$

Difference between annual market-rate rent charged for least-expensive one-fifth of units and annual rents that would have been collected for affordable housing units: $\$120,000 - \$84,000 = \$36,000 \times 125\% = \$45,000 \text{ annual payment in lieu.}$

The payment in lieu shall be made to the Affordable Housing Trust, to be used to support affordable housing within the City of Columbus.

- (B) Development projects providing the affordable housing units required in division (A) of this Section, or receiving credits or paying a fee in lieu of providing such units as provided in division (A) of this Section, shall be eligible for abatement of property tax on one hundred percent (100%) of the increase in assessed value of the structure for a period of fifteen (15) years from the date of the project's receipt of its certificate of occupancy (or an earlier date, if elected by the project sponsor with the City's consent), provided that the owner complies with the following condition of payment to the school district in which the project is located:
1. For years eleven (11) through fifteen (15) of the abatement period, the owner shall, on or before March 1 of each year, remit payment to the treasurer of the board of education for the school district in which the property is located, in the following amounts:

- a. Year 11: 15% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement;
 - b. Year 12: 30% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement;
 - c. Year 13: 45% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement;
 - d. Year 14: 60% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement;
 - e. Year 15: 75% of school district tax that would be due for that tax year on the assessed value of the structure but for the abatement.
2. The project sponsor shall provide the Director with proof of remitting the payments required by this section within ten (10) days of tendering the payment.
 3. If the project sponsor fails to remit the payment required by this section by March 1 of the applicable year, the owner shall be in default under the agreement and the Director shall have cause to take such action as necessary to cause the abatement to cease and return the property to fully taxable status. If the Director permits late payment to be made, the Director may impose a penalty of one thousand dollars (\$1,000.00) for each month or portion of a month that the payment is late. The penalty shall be paid to the Affordable Housing Trust.

(C) Default on Affordable Housing Unit Requirement

1. If the number of affordable housing units rented or owned by persons whose household income is up to eighty percent (80%) AMI or one hundred percent (100%) AMI falls below the proportions prescribed by division (A) for a period of ninety (90) days, the owner must provide written notice of the shortfall to the Director within ten (10) business days.
2. If the number of affordable housing units rented or owned by persons whose household income is up to eighty percent (80%) AMI or one hundred percent (100%) AMI remains below that prescribed in division (A) of this Section for a period of one hundred eighty (180) days, the project sponsor shall be responsible for making payment to the Affordable Housing Trust, in an amount determined by reference to the following table:

Affordable Housing Shortfall (by % below required number of units)	Required Payment to Affordable Housing Trust (by % of annual real property tax abated)
Up to 25%	20%
>25% up to 50%	40%
>50% up to 75%	65%
>75%	90%

If the payment required by this subsection is less than the what the annual fee-in-lieu would be under division (A)(3) of this section for the affordable housing unit shortfall,

the project sponsor shall pay the fee in-lieu amount rather than the amount provided by this subsection.

3. If the number of affordable housing units rented or owned by persons whose household income is up to eighty percent (80%) AMI or one hundred percent (100%) AMI remains below fifty percent (50%) of that prescribed in division (A) of this Section for a period of two consecutive years, the Director shall have cause to take such action as necessary to cause the abatement to cease and return the property to fully taxable status. In the alternative, the project sponsor and the City may execute an addendum to the agreement by which the project sponsor agrees to pay the annual fee in-lieu for the affordable housing shortfall for the remaining duration of the abatement; provided, however, that the annual fee in-lieu shall equal not less than one hundred seventy-five percent (175%) of the difference between the annual market-rate rent charged for the least-expensive units comprising one-fifth of the total market-rate units within the development, and the annual rents that would have been collected on those units if they were affordable housing units.
4. The remedies provided for default herein are not intended, and shall not be so construed, to limit the City's other remedies at law or in equity for breach of the agreement.

4565.08 - Required terms for incentive agreements in ready for revitalization areas.

The provisions of this section state terms required for the agreements required for Ready for Revitalization Areas by division (A) of Section 4565.06. They are not self-executing terms for abatement.

- (A) A development projects containing four (4) or more housing units in a Ready for Revitalization Area shall be eligible for the incentive specified in division (B) of this Section if, for the duration of the incentive, ten percent (10%) of the housing units in the development are affordable housing units rented or sold to occupants with up to eighty percent (80%) AMI, and an additional ten percent (10%) of the housing units in the development are affordable housing units rented or sold to occupants with up to one hundred percent (100%) AMI.

1. The project sponsor may receive credits equal to one (1) affordable housing unit for each of the following:
 - a. For every one million dollars (\$1,000,000.00) of environmental remediation expenses associated with the project;
 - b. For every twenty-five thousand (25,000) square feet of Class A office space constructed as part of an affiliated commercial development or rehabilitation within the area. The Director may establish rules defining what is an affiliated commercial development or rehabilitation
 - c. For a one-time payment of ~~two thousand, five hundred dollars (\$2,500.00)~~ **five thousand dollars (\$5,000.00)** to a local CDC to support affordable housing in the city of Columbus.

- i. The project sponsor shall provide the Director with proof of remitting the payments required by this section within ten (10) days of tendering the payment.
 - ii. If the project sponsor fails to remit the payment required by this section by the date set forth in the project sponsor's agreement with the City, the project sponsor shall be in default under the agreement. The Director shall have cause to take such action as necessary to cause the abatement to cease and return the property to fully taxable status. If the Director permits late payment to be made, the Director may impose a penalty of five hundred dollars (\$500.00) for each month or portion of a month that the payment is late. The penalty shall be paid to the Affordable Housing Trust.
 2. If the project is a rehabilitation of a property listed on the Columbus Register of Historic Properties, then the affordable housing unit requirements shall not apply and no agreement under Section 4565.06 shall be required.
 3. If the project is being completed in partnership with a local CDC or the Columbus Next Generation Corporation, then the affordable housing units requirement shall not apply. The Director shall formulate criteria to evaluate whether an arrangement between the project sponsor and the CDC or Columbus Next Generation Corporation is a qualifying partnership under this division.
- (B) Development projects providing the affordable housing units required under division (A) of this section, or receiving credits or paying a fee in lieu of providing such units as provided in division (A) of this section, shall be eligible for an abatement of property tax on one hundred percent (100%) of the increase in assessed value of the structure for a period of fifteen (15) years from the date of the project's receipt of its certificate of occupancy (or an earlier date, if elected by the project sponsor with the City's consent).
- (C) *Default on Affordable Housing Unit Requirement*
1. If the number of affordable housing units rented or owned by persons whose household income is up to eighty percent (80%) AMI or one hundred percent (100%) AMI falls below the proportions prescribed by division (A) for a period of ninety (90) days, the owner must provide written notice of the shortfall to the Director within ten (10) business days.
 2. If the number of affordable housing units rented or owned by persons whose household income is up to eighty percent (80%) AMI or one hundred percent (100%) AMI remains below that prescribed in division (A) of this Section for a period of one hundred eighty (180) days, the project sponsor shall be responsible for making payment to the Affordable Housing Trust, in an amount determined by reference to the following table:

Affordable Housing Shortfall (by % below required number of units)	Required Payment to Affordable Housing Trust (by % of annual real property tax abated)
Up to 25%	20%
>25% up to 50%	40%
>50% up to 75%	65%
>75%	90%

3. If the number of affordable housing units rented or owned by persons whose household income is up to eighty percent (80%) AMI or one hundred percent (100%) AMI remains below fifty percent (50%) of that prescribed in division (A) of this Section for a period of two consecutive years, the Director shall have cause to take such action as necessary to cause the abatement to cease and return the property to fully taxable status. In the alternative, the project sponsor and the City may execute an addendum to the agreement by which the project sponsor agrees to pay an annual fee in-lieu for the affordable housing shortfall for the remaining duration of the abatement, calculated as provided in Section 4565.07(A)(3), except that the annual fee-in-lieu shall equal not less than one hundred seventy-five percent (175%) of the difference between the annual market-rate rent charged for the least-expensive units comprising one-fifth of the total market-rate units within the development, and the annual rents that would have been collected on those units if they were affordable housing units.
4. The remedies provided for default herein are not intended, and shall not be so construed, to limit the City's other remedies at law or in equity for breach of the agreement.

4565.09 - Ready for opportunity areas.

No agreement under Section 4565.06 shall be required for development projects within Ready for Opportunity Areas.

4565.10 - Income and asset verification.

- (A) The Director shall establish rules by which the annual household income of prospective tenants and purchasers of affordable housing units subject to this chapter shall be verified. The Director shall also establish rules by which the asset holdings of prospective tenants and purchasers of affordable housing units subject to this chapter shall be verified, as well as a means of imputing income to these assets where appropriate.
- (B) Project sponsors or (if the project sponsor has divested its ownership or control of the development project) the condominium association or homeowners' association, or other successor in interest of the project sponsor, shall provide an annual report, in a form to be established by the Director, attesting that it has verified that households occupying affordable housing units in the development project are qualifying households. Project sponsors shall be subject to audit of any verification documentation required to be collected by the rules established by the Director under division (A) of this section. For owner-occupied affordable housing units, a statement attesting to occupation by a qualifying household shall only be required upon transfer of title.

Section 2. That the Development Director is hereby authorized to enter into the agreements required by Section 4565.06, as enacted by this Ordinance, on behalf of the City, without further approval of City Council, provided that such agreements contain the required terms, are in a form substantially similar to Exhibit A attached to this Ordinance, and are approved as to form by the City Attorney.

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