

**Convention Facilities Authority (CFA)
Meeting Minutes November 13, 2020**

To: CFA Board Members

From: Holly Christmann, CFA Secretary

Subject: November 13, 2020 meeting minutes via Zoom Conference Call

CFA Members Present: Gwen McFarlin, Paul Brehm, Kevin Hardman, Pete Witte, Dan Unger, Bimal Patel, and Lawrence Hawkins, Adam Gelter, Lee Czerwonka

Others Present: Lisa Anderson, Holly Christmann, Bridget Doherty, Roger Friedmann, Cindy Fazio, John Bruggen, Brad Ruwe, Julie Calvert, Jim Downton, Karen Adler, Monica Morton

1. Call to Order

Chair McFarlin called the meeting of the Hamilton County Convention Facilities Authority at 12:00 pm. Mr. Friedmann conducted the roll call and indicated there is a quorum. Chair McFarlin thanked the members for joining.

2. Review and approval of minutes from September 25, 2020

Chair McFarlin accepted a motion to approve the minutes from Lee Czerwonka and seconded by Kevin Hardman. Chair McFarlin asked for discussion, hearing none she asked for a vote, the minutes were approved unanimously.

3. 3rd Quarter TOT Report

Ms. Morton reported that the City and the County's collections were \$158,504 and 1,037,600, respectively. There were no expenditures. Next quarter, there will be \$2,500 in expenditures to Dinsmore to explain the impacts of the pandemic on lodging tax collections. Monica also indicated that the City anticipated a \$30,000 shortage for debt service payment due on December 1, 2020 and the City advanced money to the trustee to cover the December 1, 2020 payment.

4. Resolution approving amendment to Sharonville Cooperative Agreement

Per last meeting's discussion – last year, the CFA approved an amendment to the Sharonville Cooperative Agreement for the expansion bonds and added six years to the annual \$1.3 million payment. Sharonville has requested an amendment to allow for a one-year extension of the 12/31/2020 deadline given the lodging tax impacts of the pandemic. Mr. Friedmann walked through the amendment. Chair McFarlin asked for discussion, hearing none she asked for a vote. A motion was made and seconded. Mr. Friedmann conducted the roll call vote and the resolution was approved unanimously.

5. CVB Update

Julie Calvert presented year to date occupancy numbers which are down due to the pandemic. For 2020, 166 groups cancelled between March – December which caused a \$61 million economic impact and \$97 million total sales economic impact which includes impact to hotels, restaurants and retail. So far for 2021 five groups have already cancelled but eight groups have rebooked for 2021 and some are

pending.

There is good news too. They were awarded the 2024 NCAA Division I, II and III Women's Rowing Championships which will be coming in May of 2024 with projected booked rooms at 2500+ for both Hamilton and Clermont counties.

The International Aviation Forecasting Summit occurred at the Hyatt on October 11-13, 2020. The Hyatt was prepared and followed all CDC recommended COVID related protocol and the event went on without a hitch. There were no reports of cases of COVID during or after this event.

On November 7-8th the Convention Center hosted the Fall Festival of Dance and again no cases of COVID reported during or after the event.

Julie also introduced their new campaign "Get Your Cincy On"

6. Adjournment

Next meeting will be March 5, 2021 at noon. It will be a virtual meeting. Lawrence Hawkins made a motion to adjourn; seconded by Dan Unger. All were in favor; meeting adjourned at approximately 12:45 pm.

The foregoing is a summary of the activity taking place at the November 13, 2020 meeting of the Convention Facilities Authority. The foregoing is not an exact transcription of all conversations or discussions taking place during the meeting.

**RESOLUTION OF CONVENTION FACILITIES AUTHORITY FOR HAMILTON
COUNTY, OHIO CONSENTING TO AND AUTHORIZING THE AMENDING AND
RESTATING OF THE FIRST SUPPLEMENT TO THE COOPERATIVE AGREEMENT
WITH SHARONVILLE**

WHEREAS, pursuant to Chapter 351 of the Ohio Revised Code and a resolution adopted by the Board of County Commissioners of Hamilton County, Ohio (the "County"), on May 15, 2002, the Convention Facilities Authority for Hamilton County, Ohio (the "Authority") was created and exists as a body corporate and politic performing essential governmental functions; and

WHEREAS, pursuant to a resolution adopted by the Board of County Commissioners on March 16, 2010, the County has entered into a Cooperative Agreement which became effective March 18, 2010 (the "Cooperative Agreement") with the Authority and the City of Sharonville, Ohio (the "City"), which Cooperative Agreement provided for the financing of certain improvements to the Sharonville Convention Center (the "2010 Project"); and

WHEREAS, the City has issued its \$28,060,000 Special Obligation Revenue Bonds, Series 2010, dated June 17, 2010 (the "2010 City Bonds"), for the purposes of financing the costs of the 2010 Project; and

WHEREAS, the Cooperative Agreement provides for, among other things, the payment by the Authority from County Residual Funds (as defined in the Cooperative Agreement) of County Annual Contributions (as defined in the Cooperative Agreement) to the City in an amount up to One Million Three Hundred Thousand Dollars (\$1,300,000) as the County's annual contribution to the repayment of the 2010 City Bonds until the County Contribution Termination Date (as defined in the Cooperative Agreement), anticipated to be April 1, 2038; and

WHEREAS, the City requested an extension of the County Contribution Termination Date in order to provide for additional County Annual Contributions for the purpose of assisting the City in the acquisition, construction, equipment and furnishing of an expansion of the Sharonville Convention Center (the "Expansion Project"); and

WHEREAS, as a further contribution to the Expansion Project, the County has offered and the City has accepted an initial contribution of Three Million Dollars (\$3,000,000) from accumulated excess County Residual Funds, in addition to the County Annual Contributions under the Cooperative Agreement (the "Initial Expansion Project Contribution"); and

WHEREAS, in order to finance the Expansion Project, the City anticipates issuing special obligation revenue bonds as "Additional Bonds," as defined in the Cooperative Agreement (the "Expansion Project Bonds"), in an approximate principal amount of \$12,250,000, which Expansion Project Bonds are anticipated to mature not later than December 1, 2044; and

WHEREAS, the Authority, in cooperation with the County and the City, desires to amend and supplement the provisions of the Cooperative Agreement by executing and delivering an Amended and Restated First Supplement to the Cooperative Agreement (the “Amended and Restated First Supplement”) to provide for an extension of the County Contribution Termination Date and the payment of additional County Annual Contributions, as well as the payment of the Initial Expansion Project Contribution, in order to be utilized as a source of direct payment for, or as a payment source and/or security for the payment of costs associated with the Expansion Project and/or the repayment of the Expansion Project Bonds; and

WHEREAS, on November 21, 2019, the County, by a resolution adopted by its Board of County Commissioners, has expressed its desire to provide for the application of County Residual Funds in the manner provided for herein and has authorized the execution and delivery of the First Supplement; and

WHEREAS, neither the Prior Bonds, the Prior Indenture, the Improvement Bonds, the Improvement Bonds Legislation, nor any document delivered in connection therewith restrict the ability of the Parties to so amend the Original Agreement.

NOW, THEREFORE, BE IT RESOLVED by this Convention Facilities Authority for Hamilton County, Ohio, that:

SECTION 1. That the Chairperson for the Authority is hereby authorized to execute and deliver the Amended and Restated First Supplement to the original Cooperative Agreement among the Authority, the City and the County, to provide for the extension of the County Contribution Termination Date for the purposes set forth in the preambles hereof and the Amendment to the First Supplement to the Cooperative Agreement in substantially the same form as set forth in *Exhibit A* attached hereto, with such changes as may be approved by the County Prosecutor’s Office.

SECTION 2. That it is found and determined that all formal actions of this Authority concerning and relating to the adoption of this resolution were adopted in an open meeting of this Authority, and that all deliberations of this Authority and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this resolution shall be in force immediately from and after its adoption.

SECTION 4. That the Secretary of the Authority certify copies of this resolution to Jeff Aluotto, County Administrator; Dusty Rhodes, County Auditor; Roger E. Friedmann, Assistant Prosecuting Attorney; and Cynthia A. Fazio, Assistant Prosecuting Attorney; Kevin Hardman, Mayor of Sharonville, Ohio.

Board Member _____ moved the passage of the Resolution and Board Member _____ seconded the motion and the roll being called upon the question of passage of the resolution, the vote resulted as follows:

- Adam Gelter
- Rahiel Michael
- Pete Witte
- Kevin Hardman
- Brendan Cull
- Gwen McFarlin
- Lee Czerwonka
- Lawrence Hawkins, III
- Paul Brehm
- Dan Unger
- Bimal Patel

Passed:


Secretary, Convention Facilities Authority for
Hamilton County, Ohio

AMENDED AND RESTATED FIRST SUPPLEMENT TO COOPERATIVE AGREEMENT

THIS AMENDED AND RESTATED FIRST SUPPLEMENT TO COOPERATIVE AGREEMENT (this "Amended and Restated First Supplement") is dated as of _____, 2020 and is among (i) the CONVENTION FACILITIES AUTHORITY FOR HAMILTON COUNTY, OHIO (the "Authority"), a body corporate and politic, duly organized and validly existing under the laws of the State of Ohio (the "State"), (ii) the COUNTY OF HAMILTON, OHIO (the "County"), a county and political subdivision of the State, duly organized and validly existing under the laws of the State, and (iii) the CITY OF SHARONVILLE, OHIO (the "City"), a municipal corporation and political subdivision of the State, duly organized and validly existing under the laws of the State, under the circumstances described herein (capitalized terms used herein and not otherwise defined shall have the meanings assigned in the Original Agreement, as hereinafter defined):

WITNESSETH:

WHEREAS, the Authority, the County and the City (collectively, the "Parties") have previously entered into a Cooperative Agreement which became effective March 18, 2010 (the "Original Agreement"), providing for the financing of certain improvements to the Sharonville Convention Center (the "Original Project"); and

WHEREAS, the City has issued its \$28,060,000 Special Obligation Revenue Bonds, Series 2010, dated June 17, 2010 (the "Improvement Bonds"), issued pursuant to certain ordinances of the City Council of the City (collectively, the "Improvement Bonds Legislation"), for the purposes of financing the costs of the Original Project; and

WHEREAS, the Original Agreement provides for, among other things, the payment by the Authority from County Residual Funds of County Annual Contributions to the City in an amount up to One Million Three Hundred Thousand Dollars (\$1,300,000) as the County's annual contribution to the repayment of the Improvement Bonds until the County Contribution Termination Date, under the Original Project Agreement, anticipated to be April 1, 2038; and

WHEREAS, the City has requested an extension of the County Contribution Termination Date in order to provide for additional County Annual Contributions for the purpose of assisting the City in the acquisition, construction, equipment and furnishing of an expansion of the Sharonville Convention Center (the "Expansion Project"); and

WHEREAS, as a further contribution to the Expansion Project, the County has offered and the City has accepted an initial contribution of Three Million Dollars (\$3,000,000) from accumulated excess County Residual Funds, which sum has already been paid to City, in addition to the County Annual Contributions under the Original Agreement; and

WHEREAS, in order to finance the Expansion Project, the City anticipates issuing special obligation revenue bonds as "Additional Bonds," as defined in the Original Agreement (the "Expansion Project Bonds"), in an approximate principal amount of \$12,250,000, which Expansion Project Bonds are anticipated to mature not later than December 1, 2044; and

WHEREAS, the Parties desire to amend and supplement the provisions of the Original Agreement to provide for an extension of the County Contribution Termination Date and the payment of additional County Annual Contributions, as well as the payment of the Initial Expansion Project Contribution (as defined herein), in order to be utilized as a source of direct payment for, or as a payment source and/or security for the payment of costs associated with the Expansion Project and/or the repayment of the Expansion Project Bonds; and

WHEREAS, the Authority, by resolution adopted by its Board of Directors on December 6, 2019, the County, by a resolution adopted by its Board of County Commissioners on November 21, 2019, and the City, by an ordinance adopted by its City Council on December 17, 2019, have each authorized the execution and delivery of a First Supplement to the Cooperative Agreement; and

WHEREAS, the County and City and Authority have acknowledged that the First Supplement may be Amended and Restated; and

WHEREAS, neither the Prior Bonds, the Prior Indenture, the Improvement Bonds, the Improvement Bonds Legislation, nor any document delivered in connection therewith restrict the ability of the Parties to so amend the Original Agreement;

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties covenant and agree as follows:

SECTION 1. Amendments to Definitions in the Original Agreement.

(a) Section 1.2 of the Original Agreement is hereby amended by substituting for certain of the definitions therein for the following definitions:

“Additional Bonds” means any Bonds and Notes issued on a parity with the Improvement Bonds or Improvement Note, including the Expansion Project Bonds.

“Closing Date” means the date of original issue and delivery of those Improvement Bonds and/or Notes or Expansion Project Bonds, first issued against payment therefor and execution and delivery of the applicable Bond Documents.

“Completion Date” means the date specified in the certificate to be furnished with respect to the applicable Project pursuant to Section 5.2 hereof. The estimated Completion Date of the Expansion Project is **[March 30, 2023]**.

“County Contribution Termination Date” means the earlier of (i) the date on which the City has paid or provided for payment of all Bond Service Charges pursuant to the Bond Documents and has satisfied all of its obligations arising from any Credit Support Instruments relating to the Bonds or Notes, whether such agreements relate directly to the Bonds or Notes or to the revenues pledged to the Bonds or Notes, or (ii) **[April 1, 2044]**.

“County Residual Account” means, prior to the Prior Bonds Termination Date, the County Residual Account established pursuant to the Prior Bond Documents, and on

or after the Prior Bonds Termination Date, any successor account into which the County Residual Funds are deposited.

“County Residual Funds” means, prior to the Prior Bonds Termination Date, money deposited in the County Residual Account pursuant to the Prior Bond Documents, and on or after the Prior Bonds Termination Date, the Net Available Tax Proceeds deposited in the County Residual Account.

“Prior Bonds” means the Authority’s Convention Facilities Authority Revenue Refunding and Improvement Bonds, Series 2014, dated December 4, 2014, issued in the original principal amount of \$69,890,000.

“Prior Indenture” means the Trust Agreement, dated as of February 1, 2004, by and between the Authority and the Trustee, as supplemented, including by the First Supplemental Trust Agreement, dated as of December 1, 2014.

“Project” means, as applicable, the Original Project or the Expansion Project.

(b) Section 1.2 of the Original Agreement is hereby amended by adding the following definitions:

“Expansion Project” means the construction of improvements to the Convention Center as more particularly described in Exhibit A to the Amended and Restated First Supplement, as it may be amended and supplemented from time to time by mutual written agreement of the City and the County.

“Expansion Project Bonds” means the City’s Special Obligation Revenue Bonds, to be authorized and issued by the City in one or more series to finance or refinance the Expansion Project.

“First Supplement” means the First Supplement to Cooperative Agreement, dated as of December 17, 2019, by and among the Parties.

“Amended and Restated First Supplement” means the Amended and Restated First Supplement to Cooperative Agreement dated as of _____, 2020, by and among the Parties.

“Original Project” means the acquisition of land for and construction of improvements to the Convention Center as more particularly described in Exhibit A to the Original Agreement.

SECTION 2. Agreement to Issue Expansion Project Bonds and To Secure Expansion Project Bonds with Bond Documents. The City agrees to use its best efforts to (i) carry out such steps as are necessary and appropriate in order to enable the City to issue, sell and deliver the Expansion Project Bonds to finance the acquisition, construction and equipping of the Expansion Project, and (ii) obtain funds for the Expansion Project from funding sources other than the Expansion Project Bonds, and issue the Expansion Project Bonds utilizing such programs and structures, that may be reasonably available to the City so as to minimize the amount of

Expansion Project Bonds that are necessary to finance the Expansion Project or the aggregate amount of Bond Service Charges. The Expansion Project Bonds shall (i) be issued at such time after an acceptable credit rating has been received and in such principal amount, (ii) bear interest at such rate or rates, and (iii) have such security and other provisions, as are consistent with (x) maximizing the principal amount of the Expansion Project Bonds given prevailing market conditions and the amount of Bond Service Charges that may be supported by the County Annual Contribution while (y) obtaining a favorable market reception for the Expansion Project Bonds on terms reasonably advantageous to the City, all as determined by the City in its sole discretion. On the Closing Date, the proceeds from the sale of the Expansion Project Bonds (other than portions thereof issued to refund previously-issued Notes), less any premium not used to pay Costs of the Expansion Project and any accrued interest which shall be deposited in the City's bond retirement fund, shall be deposited in the Convention Center Fund and used to pay Costs of the Expansion Project.

The Bond Documents related to the Expansion Project Bonds shall contain such other provisions as are determined by the City in its sole discretion to be necessary and appropriate to secure the Expansion Project Bonds and to provide for payment of Costs of the Expansion Project.

Within five (5) days of the Closing Date of the Expansion Project Bonds, the City shall provide the County and the Authority with an amortization schedule for the Expansion Project Bonds that have been issued.

If for any reason the City has not issued the Expansion Project Bonds to pay all the estimated costs of the Expansion Project not otherwise funded by **[December 31, 2021]**, this Amended and Restated First Supplement shall terminate.

SECTION 3. Agreement to Acquire, Construct and Equip the Expansion Project. The City agrees to acquire, construct and equip the Expansion Project, substantially in accordance with the Plans and Specifications and pursuant to the Original Agreement and this Amended and Restated First Supplement. The Plans and Specifications may be changed from time to time by the City, provided that the City shall obtain the prior written consent of the Authorized County Representative to any change in the Plans and Specifications. The City further covenants that it will (i) acquire any interest in real estate, machinery, materials or equipment necessary for the Expansion Project or useful therefor, and (ii) issue Expansion Project Bonds, or otherwise provide legally-available funds in amounts sufficient to pay all Costs of the Expansion Project.

SECTION 4. Agreements Regarding the Initial Expansion Project Contribution. The County agrees to pay to the City, as an initial contribution to the Expansion Project, the amount of Three Million Dollars (\$3,000,000) from accumulated excess County Residual Funds, in addition to the County Annual Contributions under the Original Agreement (the "Initial Expansion Project Contribution"). The City agrees to use the Initial Expansion Project Contribution solely for the purposes of the Expansion Project. In the event that this Amended and Restated First Supplement is terminated pursuant to the last paragraph of Section 2 hereof, the City shall return to the County any unused portion of the Initial Expansion Project Contribution.

The City and County agree that the Initial Contribution in the amount of Three Million Dollars (\$3,000,000) from accumulated excess County Residual Funds has already been paid to the City with the expectation that the Project would be funded by December 31, 2020. The City has requested and the County has agreed to extending the date for funding of the Expansion Project to December 31, 2021. The City agrees that any interest earned on the Three Million Dollars (\$3,000,000) Initial Contribution from December 31, 2020 to December 31, 2021 shall be paid to the County in quarterly installments due within fifteen (15) days of the end of the calendar quarter. In the event that the Expansion Project Bonds for the Expansion Project have not been funded by December 31, 2021 then the Parties may negotiate a new Supplement to the Cooperative Agreement if one is necessary and the initial Three Million Dollars (\$3,000,000) contribution by the County to the City shall be returned to the County.

SECTION 5. Amendment of Section 3.5 of the Original Agreement. Notwithstanding Section 3.5(ii) of the Original Agreement, the Parties hereby agree that County Annual Contributions may be used to replenish reserve funds of any series of Bonds.

SECTION 6. Amendment of Section 4.12 of the Original Agreement. Section 4.12 of the Original Agreement is hereby amended by replacing “April 1, 2038” with “April 1, 2044.”

SECTION 7. Application of Article V of the Original Agreement to the Expansion Project. For purposes of clarity, the Parties hereby agree that the provisions of Article V of the Original Agreement shall apply to the Expansion Project in the same manner as the Original Project.

SECTION 8. Amended and Restated First Supplement Not Materially Adverse to Holders of Improvement Bonds. The Parties hereby determine that the execution and delivery of this Amended and Restated First Supplement does not materially adversely affect the rights of owners of the Improvement Bonds.

SECTION 9. Ratification of the Original Agreement. In all other respects, the Original Agreement is hereby approved, ratified and confirmed.

SECTION 10. Notification to Trustee; Implementation. The Parties, and in particular, the Chair or Vice-Chair of its Board of Directors (on behalf of the Authority), the County Administrator (on behalf of the County) and the City Manager (on behalf of the City) shall cooperate to (i) notify the Trustee of this Amended and Restated First Supplement immediately, and (ii) otherwise implement its provisions.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Amended and Restated First Supplement to be executed in their respective names by their duly authorized officers, all as of the date first written above.

CONVENTION FACILITIES
AUTHORITY FOR HAMILTON
COUNTY, OHIO

By: _____

Print Name: _____

Print Title: _____

Approved as to form by the City Solicitor

CITY OF SHARONVILLE, OHIO

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Approved as to form by the County
Prosecuting Attorney

COUNTY OF HAMILTON, OHIO

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

EXHIBIT A

EXPANSION PROJECT DESCRIPTION

The Project includes the expansion, furnishing and equipping of the Sharonville Convention Center by expanding the exhibit hall and constructing improvement thereto, including the creation of a first aid room, ticket box office, additional public restrooms, storage space, loading docks, security console, kitchen, show manager's office, additional entrances and parking together with all necessary appurtenances, design development and construction management, all in accordance with the Plans and Specifications including the following:

- A total expanded Convention Center building of approximately 163,910 square feet, representing an addition of approximately 44,910 square feet.
- Total rentable area of approximately 80,641 square feet, representing an addition of approximately 20,641 square feet of exhibit hall space.
- An increase of approximately 80 surface parking spaces

The Project shall be of structural steel frame construction with masonry walls outside and various wall treatments inside. The Project shall include certain other Costs of the Project, including:

- Site Work
- Architectural and Engineering Fees
- Professional Fees
- Construction Management Fees
- Furnishings and Equipment
- Working Capital Reserve during the construction Period plus 6 months
- Capitalized Interest
- Permissible Borrowing Cost under the RRC Chapter 133