



Doug Joseph, President
Caleb Skinner, Ward 1
Brett Luzader, Ward 2
Marshall Spalding, Ward 3
Mel Clemens, Ward 4
Barth Cotner, At-Large
Stacie A. Baker, At-Large
Kristin J. Bryant, At-Large

CITY COUNCIL

Committee Meetings Regular Council Meeting

7232 E. Main St
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

April Beggerow
614-322-6836

Monday, December 17, 2018

Council Chambers

PUBLIC SERVICE AND TRANSPORTATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

- a. Public Service and Transportation Committee – Committee Meeting – December 10, 2018

4. LEGISLATION FOR EMERGENCY ADOPTION

- a. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH CITY OF COLUMBUS, FOR THE 2019-2021 WATER SAMPLING SERVICES AND DECLARING AN EMERGENCY. (First Reading 12/10/2018).
- b. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO) TO ACCEPT A COMMUNITY RECYCLING CART GRANT; AND DECLARING AN EMERGENCY. (Requests Emergency Adoption Upon 3Rd Reading) (Second Reading 12/10/2018).

5. LEGISLATION FOR SECOND READING

- a. ORDINANCE OF THE REYNOLDSBURG CITY COUNCIL TO PROVIDE FOR THE REGISTRATION OF RESIDENTIAL RENTAL HOUSING LOCATED WITHIN THE BOUNDARIES OF THE CITY OF REYNOLDSBURG (Held 12/10/2018) (First Reading 11/13/2018).

6. LEGISLATION FOR THIRD READING

- a. ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 154.03 DIRECTOR DUTIES AND RESPONSIBILITIES of Chapter 154 DEPARTMENT OF DEVELOPMENT; Sections 160.02(c) DEPARTMENT OF DEVELOPMENT and 160.02 (g)(2) Building Department of Chapter 160 EMPLOYEE COMPENSATION; Section 1541.03 USE AND STORAGE of Chapter 1541 LIQUEFIED PETROLEUM GAS; Sections 1701.01 DEFINITIONS and 1701.08 ABATEMENT OF A PUBLIC NUISANCE BY THE BOARD OF NUISANCE ABATEMENT of Chapter 1701 GENERAL PROVISIONS; and Section 1711.02 AMENDMENTS, DELETIONS AND MODIFICATIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE of Chapter 1171 GENERAL PROVISIONS. (Second Reading 12/10/2018). --- Baker. Public Service and Transportation Committee.

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
December 10, 2018

Ward 2 Councilmember Brett Luzader called the meeting to order at 7:56 PM

Call to Order - Roll Call

PRESENT: Luzader, Baker, Bryant, Skinner, Joseph

ABSENT:

Approval of Agenda

Agenda approved

Approval of Minutes

- a. Public Service and Transportation Committee – Committee Meeting – November 26, 2018

RESULT:	ACCEPTED
----------------	-----------------

NEW LEGISLATION/DISCUSSION ITEMS

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH CITY OF COLUMBUS, FOR THE 2019-2021 WATER SAMPLING SERVICES AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

Mr. Sampson: The purpose of this legislation is to enter into an agreement with the City of Columbus for water sampling services for 2019 through 2021. This testing is required to satisfy EPA requirements. This is an emergency as we just received the agreement from the City of Columbus.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/10/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

LEGISLATION FOR SECOND READING

ORDINANCE OF THE REYNOLDSBURG CITY COUNCIL TO PROVIDE FOR THE REGISTRATION OF RESIDENTIAL RENTAL HOUSING LOCATED WITHIN THE BOUNDARIES OF THE CITY OF REYNOLDSBURG (HELD 11/26/2018) --- Bryant. Public Service and Transportation Committee.

Ms. Bryant: So we held this in committee last time because it had been brought to our attention that there had been some dispute over similar legislation in Bedford, Ohio. Since had an opportunity to take a look at it and propose some amendment to it. This legislation is under Chapter 1721, dropped a paper for everybody. Its going to be changes actually additions as opposed to changes. Addition of under section 1721.09 of Inspections, sections D through section H. That's all new material. I've provided a copy to Mr. Hood so he can take a look at it, its substantially similar to the changes that

Minutes Acceptance: Minutes of Dec 10, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 December 10, 2018

the City of Bedford made in order to be in compliance and reach the satisfaction of the plaintiff in the lawsuit they had in Bedford. So, I believe this solves our problem but I'll wait for Mr. Hood to give me his determination on that and so what I would like to do is we hold it again for this week and add it to for second reading on the 17th.

RESULT:	ITEM HELD [UNANIMOUS]	Next: 12/17/2018 7:32 PM
MOVER:	Kristin Bryant, At-Large Councilmember	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 154.03 DIRECTOR DUTIES AND RESPONSIBILITIES OF CHAPTER 154 DEPARTMENT OF DEVELOPMENT; SECTIONS 160.02(C) DEPARTMENT OF DEVELOPMENT AND 160.02 (G)(2) BUILDING DEPARTMENT OF CHAPTER 160 EMPLOYEE COMPENSATION; SECTION 1541.03 USE AND STORAGE OF CHAPTER 1541 LIQUEFIED PETROLEUM GAS; SECTIONS 1701.01 DEFINITIONS AND 1701.08 ABATEMENT OF A PUBLIC NUISANCE BY THE BOARD OF NUISANCE ABATEMENT OF CHAPTER 1701 GENERAL PROVISIONS; AND SECTION 1711.02 AMENDMENTS, DELETIONS AND MODIFICATIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE OF CHAPTER 1171 GENERAL PROVISIONS. --- Baker. Public Service and Transportation Committee.

Mr. Baker: Nothings changed since the first time I've introduced this. I really have nothing to say just a review of why this is being brought forth is to basically help, make Reynoldsburg more business friendly, cut out the middle man and expedite some of the process. I think it will be the Department and Zoning will greatly benefit if its under the Development Department because I think it goes hand in hand. And I've hand out a bunch of hands outs to try and back up my claims. So I have nothing else to say.

RESULT:	REFERRED TO COUNCIL [3 TO 1]	Next: 12/10/2018 7:34 PM
MOVER:	Kristin Bryant, At-Large Councilmember	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Baker, Bryant, Skinner	
NAYS:	Luzader	

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO) TO ACCEPT A COMMUNITY RECYCLING CART GRANT; AND DECLARING AN EMERGENCY. (REQUESTS EMERGENCY ADOPTION UPON 3RD READING) --- Luzader. Public Service and Transportation Committee.

Minutes Acceptance: Minutes of Dec 10, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 December 10, 2018

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/10/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

LEGISLATION FOR THIRD READING

117-18

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SUBSECTION (A) OF SECTION 953.01 "WATER RATE SCHEDULE" OF CHAPTER 953 WATER CHARGES. --- Luzader. Public Service and Transportation Committee.

Mr. Spalding: I would like to amend this motion to move the percentage increase to 3% rather than 4% because we have done a lot of work looking back to the numbers. I really feel that we can get by well enough for the 3% increase rather than the 4. I felt that if we didn't give any increase at all that actually could hurt our CIP fund. But this way I think that we could give that 1% back to the tax payers without it hurting our CIP position. But I would definitely like to amend this read as 3% rather than 4.

Mr. Luzader: By our council rules, you can't amend it in our committee but I will entertain a motion from anyone else in the committee if they would like to make that motion.

Motion to amend the legislation from 4% increase to 3% by Mr. Baker, Second by Ms. Bryant
 All voted Aye by voice vote, motion to amend carries.

Mr. Luzader: I actually have a speaker slip from Mr. McKenzie, I probably should have done that before the amendment, excuse me.

Mr. McKenzie: I just wanted to have a little fun with math while were up here. From 2015 through projection of 2019, Columbus has raised their rates to Reynoldsburg by 10.18%, that's the percentage increase. Over the same period, Reynoldsburg has raised it's rate to Reynoldsburg residents by 19.3%. In 2015, Reynoldsburg took what Columbus charged us and then added 78% more. In 2019, Reynoldsburg will add 93% to the rate Columbus charges us. If the trend established for the last five years holds, in just three years, the Reynoldsburg portion on water rates will be more than 100% of what Columbus charges us. Columbus produces water, treats the water, stores the water, distributes the water and bills for water. Reynoldsburg only stores the water, distributes that water and bills for water. Production and treatment of water is not cheap. But by the rates we charge the residents, you would think production and treatment is either very low cost or in three years negative in cost. A couple weeks ago our water's Super complained about how Reynoldsburg needed to maintain x miles of pipe. If you work back from the six master meter taps into our water system from the treatment plants, Columbus' x miles of pipe is almost as large as Reynoldsburg's, just to get

Minutes Acceptance: Minutes of Dec 10, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
December 10, 2018

its water to Reynoldsburg. And remember, none of this includes the CIP, that is a surcharge or a surtax on water and sewer separate from the water rates that we charge. And remember we, well you weren't on Council then, but we started that CIP because we were told we were losing 34% of water through leakage. Anyway so, you know, by these numbers it seems that were a little bit skewed for what Reynoldsburg is actually providing residents. And it might not be a bad time to take a look at the water department to see if their may be some inefficiencies there that are driving up our costs so much, when were doing so much less than Columbus is in comparison. So, thank you.

Mr. Luzader: Thank you. Are there any questions about what Mr. McKenzie just presented? Ms. Bryant.

Ms. Bryant: How would we go about doing an audit, to investigate what Mr. McKenzie is saying. Because it, I don't have to pay a water bill, but you know Mr. Sampson maybe can enlighten me as to what we could possibly do here to make things a little more efficient. Or is that a Mr. Cicak question.

Mr. Sampson: We don't, I don't do the audit. INAUDIBLE

Mr. Cicak: The water department's audited every year. I'll be glad to share the pro former with you that shows the fund balances at the bottom with the 3%. And the records of the work that they've been doing to capture some of that lost water but that was the basis for these raises over the past ten years. But if you'd like to come in and talk and look at the numbers and talk to the people on the water department, I'm sure they will be glad to go over them with you.

Ms. Bryant: Do we know what progress we have actually made since the CIP is in there?

Mr. Cicak: Yes, I don't have the exact gallon and the retention that we've gone but there's great results of what we have done over the past ten years. As far as what is being billed and used.

Ms. Bryant: Ok.

Mr. Spalding: And I will add, because I did spend a lot of time over at the water department, as well as in Steve's office as well as with Bill. But a lot of these are predicated on, they never know when a breaks going to come and when a break comes, boy that water comes out real fast. And by the time they get there to fix it, we've already lost a lot. So that, those things occur whenever. So there always having to respond, respond, respond. We'd like to get, in fact where we can be more proactive, and that's what this is really for, this CIP fund, so they can start predicting where the breaks ought to be occurring and where the pipes need to be replaced because of there age, they will be breaking if they aren't broken already. So I think their moving in the right direction, and that's what I've been real pleased with. Because I spent almost a week there and learned more than I really wanted to about water, but it's still was one of those things that I understand clearly, how dedicated those folk are. And they really like what they do. You know its like, I didn't think that would be that much fun, but they really like it, they really like fixing those pipes. They really like making a difference for this

Minutes Acceptance: Minutes of Dec 10, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
December 10, 2018

City. So I was quite impressed by the time I spent my week with those folks, it really was kind of enlightening. Thank you.

Mr. Sampson: You know over the past several years, our water department, maybe to answer your question Ms. Bryant, has reduced our breakages from 36 to 24%. We still average between one and two significant breaks a week. You know, our crew operates on a 24/7, 24/7 notice. When water starts leaking residents are paying for it, the City's paying for it. We've gone from just over a million dollars when I came on board to about \$700,000.00 a year just in lost water expenses. So it is significant. You know, that's in terms of the, we have 600,000 that were anticipating as far as our CIP budget this year to repair some of the major breaks. Its a very reactive mode. And just like our Street Department, were trying to be a little proactive. Were not, were really responding to the worst and most flagrant issue at hand when we have a break, but that's what were doing. So we have several streets identified for this year to replace three streets that the water mains is \$600,000.00. So it will put new water main on those streets. And again that's simply on the amount of breakages we have each year. We'd like to get ahead of that curve, were making progress but again its, you know with the miles of water main that we have within the City, it's catch up.

Mr. Luzader: And I know from experience, your never going to eliminate breaks and water loss. I've seen water lines get replaces this summer and they break this winter. With the freezing and thawing in the ground, its just inevitable. Are there any other comments? Mr. Cotner.

Mr. Cotner: You know, you look around the streets of Reynoldsburg, you see there are pothole and problems and roads that were finally catching up on and again we spent quite a bit last year. Are infrastructure is in a different underground that we don't see so we know, I've looked at the map at EMHT, they update that yearly with the water department?

Mr. Sampson: They do.

Mr. Cotner: I mean, you go an look at that map of our miles of sewer or water lines under there and you'll see the ones that are identified as you know real problems and we're still just doing a lot of catch finally getting there. So, its nice to see that we are making progress and its nice to see that we've reduced some of that water loss so again, the dollars that the residents are paying, they are making a difference. The Water Departments doing a great job. So its good to see we're making some progress but its definitely a slow process for sure with as much that has to be done with all the work that's out there.

Mr. Sampson: You know and I'd be willing to share with Council, we do have some numbers on what other communities pay for their water. Apples an apples comparison. Communities that's get there water from Columbus and are responsible for their own and maintaining their own water main. So I'm to share that as well.

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 December 10, 2018

RESULT:	REFERRED TO COUNCIL AS AMENDED [UNANIMOUS]	Next: 12/10/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

118-18

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SUBSECTION (C) OF SECTION 945.02 “RATE SCHEDULE” OF CHAPTER 945 SEWER CHARGES. --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/10/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

119-18

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE YMCA OF CENTRAL OHIO FOR OPERATION AND MAINTENANCE SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER. --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 12/10/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

Minutes Acceptance: Minutes of Dec 10, 2018 7:32 PM (Approval of Minutes)

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **December 17, 2018**

TO: **Public Service and Transportation Committee**

RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN
AGREEMENT WITH CITY OF COLUMBUS, FOR THE 2019-2021
WATER SAMPLING SERVICES AND DECLARING AN
EMERGENCY.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

Request for Emergency

Statement of necessity: Would like passage after 2 readings. Need time for City of Columbus to get signatures.

Request legislation for the Mayor to enter into contract with the City of Columbus, 910 Dublin Road, Columbus, Ohio 43215 for the 2019-2021 Total Coliform, TTHM's, HAA5's Sampling per OEPA for a contract amount of \$35,000 a year.

Meter testing and water main break total coliform sampling will be done on an as needed basis.

I'm asking to waive competitive bidding for this contract.

No new appropriation is needed for this contract.

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

Additional information is attached.

EXHIBIT "A"

PRICING- 2019-2021

The following table will be used to calculate charges for services included in this contract:

EVENT	PER MONTH CHARGE
Collection and analytical services to include: minimum of 40 total coliforms per month; minimum of 40 free and total chlorine per month; minimum of 5 heterotrophic plate count samples monthly; 4 total trihalomethanes per quarter; 4 haloacetic acid 5 per quarter; monthly reporting of electronic results to OEPA	\$2,500.00
ADDITIONAL SERVICES:	PER SAMPLE CHARGE
Total coliform sample collection, analysis, and on-site free and total chlorine analysis	\$52
Total coliform for line repair, collected by Reynoldsburg	\$22
Total trihalomethane	\$45
Haloacetic acid 5	\$68
Heterotrophic plate count	\$18
Chlorine meter calibration	\$20
Lead analysis, sample collected by Reynoldsburg	\$18
Copper analysis, sample collected by Reynoldsburg	\$18

Normal Working Hours are 7:30 AM – 4:00 PM, Monday – Friday

Line repair samples will be accepted 8:00 AM – 2:00 PM, Monday – Thursday

Line repair samples will not be accepted the day before or the day of a holiday

<u>Holidays Observed</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
New Year's Day	January 1	January 1	January 1
Martin Luther King Jr. Day	January 21	January 20	January 18
President's Day	February 18	February 17	February 15
Memorial Day	May 27	May 25	May 31
Independence Day	July 4	July 3	July 5
Labor Day	September 2	September 7	September 6
Veterans Day	November 11	November 11	November 11
Thanksgiving Day	November 28	November 26	November 25
Christmas Day	December 25	December 25	December 24

CONTRACT
BETWEEN THE CITY OF COLUMBUS
AND
THE CITY OF REYNOLDSBURG
FOR ANALYTICAL SERVICES

This Contract for sample collection and analytical services is entered into by and between the City of Reynoldsburg and the City of Columbus, Department of Public Utilities ("Columbus").

WITNESSETH

WHEREAS, the City of Reynoldsburg has a need for drinking water laboratory analytical services; and

WHEREAS, Columbus is willing to provide these services pursuant to the terms contained herein;

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Contract Term

The term of this Contract shall be from 1/1/2019 to 12/31/2021. This Contract shall not auto-renew.

2. Scope of Services

Columbus agrees to provide drinking water laboratory analytical services for the City of Reynoldsburg pursuant to the conditions contained herein.

- A. Monthly, Columbus will collect and analyze samples for total coliforms from a minimum of 40 locations, approved by OEPA pursuant to section 2.G, throughout Reynoldsburg's distribution system as required by the Total Coliform Rule. The City will utilize Ohio Environmental Protection Agency (OEPA) certified methods to conduct the testing.
- B. Monthly, Columbus will also collect and analyze a minimum of 40 free and total chlorine samples at the coliform monitoring locations as identified in section 2.A. The City will utilize OEPA certified methods to conduct the testing.
- C. Heterotrophic plate count (HPC) analyses will also be performed at each total coliform monitoring location every-other month. The City will utilize standard methods to conduct the testing.
- D. Quarterly (March, June, September, and December), Columbus will collect and analyze total trihalomethanes (TTHM) and haloacetic acid 5 (HAA5) samples at 4 locations, approved by OEPA pursuant to section 2.G, within Reynoldsburg's distribution system as required by the Stage 2 Disinfectants/Disinfection Byproduct Rule. The City will utilize OEPA certified methods to conduct the testing.
- E. Columbus will also analyze lead and/or copper samples, as needed, which have been collected by Reynoldsburg and delivered to the Water Quality Assurance Laboratory. Columbus will not arrange for the collection of the samples. Columbus will report the lead and copper sample results electronically to OEPA, but Reynoldsburg will be responsible for the paper submission of results and sample collection information to OEPA, per OEPA *Checklist for Completing Lead and Copper Sample Monitoring Requirements*.

- F. The City of Columbus will report the results to the OEPA and Reynoldsburg as required by the OEPA.
- G. The City of Columbus will analyze line repair samples for Reynoldsburg under the following conditions: Reynoldsburg will collect the sample, Reynoldsburg will conduct chlorine testing in the field, Reynoldsburg will deliver the samples to the Columbus Water Quality Assurance Laboratory Monday through Thursday between the hours of 8:00 am and 2:00 pm, samples will not be accepted the day before or the day of a holiday. The fee for the line repair sample will be per sample. The fee schedule and list of observed holidays is attached as Exhibit A. If the conditions are not met, Reynoldsburg will utilize a third party lab at their own expense.
- H. The City of Reynoldsburg will select the monitoring locations, get them approved by OEPA, and provide the list to Columbus when sampling locations change or need to be updated. Columbus will provide consultation for site selection if requested by Reynoldsburg.
- I. Sampling and analytical services shall only be for the City of Reynoldsburg public water system OEPA compliance. Services will not be provided to customer owned residences for water quality complaints.
- J. If total coliform sample results from section 2.A require repeat sample collection and analyses as specified by OEPA requirements, the WQAL will conduct the collection and analyses at no additional cost.
- K. The City of Reynoldsburg shall supply a list of contacts and phone numbers Columbus personnel can utilize for questions. In addition, the City of Reynoldsburg shall also provide a 24-hour non-911 contact number. Reynoldsburg shall immediately notify Columbus of any changes or updates to contacts and phone numbers.
- L. Samples will only be collected during normal business hours. Samples will not be collected on weekends or holidays.
- M. Additional analyses may be performed with approval from both parties. The fee schedule for additional analyses is attached in Exhibit A.

3. Pricing and Payment

The charges for services provided under this Contract will be pursuant to the rates provided in Exhibit A, which is hereby incorporated into this Agreement and which will be amended by Columbus annually.

Columbus shall include a line item for analytical services on the current quarterly water and sewer invoice to the City of Reynoldsburg. The City of Reynoldsburg shall pay invoices within twenty-eight days of the date of the invoice.

Invoices will be submitted to: City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

4. Notice

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

For City of Reynoldsburg: City of Reynoldsburg
Attn: Paul Hellman/Superintendent
7232 East Main Street
Reynoldsburg, Ohio 43068

For Columbus: Water Quality Assurance Lab Manager
910 Dublin Rd.
Columbus, OH 43215

5. Contract Termination

If either the City of Reynoldsburg or Columbus violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of Columbus or the City of Reynoldsburg, either party, may terminate this Contract by providing thirty (30) calendar days written notice to the other party prior to the effective date of termination. If this Contract is so terminated, the City of Reynoldsburg shall be liable for payment according to the terms of this Contract for services provided by the City prior to the effective date of termination.

6. Applicable Law, Remedies

This Contract shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between Columbus, its agents and employees, and the City of Reynoldsburg arising out of or relating to this Contract or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

7. Entire Agreement

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms or conditions of this Contract shall be binding on either party without the written consent of both parties. The terms and conditions specified in this Contract shall supersede any terms and conditions which may accompany the City of Reynoldsburg's purchase order.

8. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the Columbus and the City of Reynoldsburg and approved by the appropriate City authorities.

9. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

To the extent permitted by law, the City of Reynoldsburg shall protect, indemnify and save Columbus harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of City of Reynoldsburg, its officers, employees, or agents.

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

Neither party may assign, subcontract, or otherwise transfer this Contract to others without the prior written consent of the other party. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

The signatories to this Contract represent that they have the authority to bind themselves and their respective municipalities to this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

AGREED:

FOR CITY OF REYNOLDSBURG:

FOR COLUMBUS:

Brad McCloud Mayor	Date
-----------------------	------

Tracie Davies
Director of Public Utilities

Date

Approved as to Form

Approved as to Form:

James E. Hood
City Attorney

Date

Zach Klein
City Attorney

Service Department**Bill Sampson****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6884 Phone****ORDINANCE REQUEST**

DATE: December 17, 2018

TO: Public Service and Transportation Committee

RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO) TO ACCEPT A COMMUNITY RECYCLING CART GRANT; AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
---------------------------	-----------------------	----------------------------

Emergency/Suspension: Emergency

Reason For Emergency: Financial needs of the City's government

SWACO is providing a grant of \$22.50 per household to communities in SWACO's district who are purchasing 65 gallon or 95 gallon recycling carts for their residential homes. SWACO and the City of Reynoldsburg was awarded a grant from The Recycling Partnership for \$7.00 per recycling cart, which will be used to pay a portion for the purchase of the recycling carts. SWACO was also awarded a grant of \$1.00 per household for educational campaign materials totaling approximately \$10,705, which will be used to rollout the switch to cart-based recycling.

Reason for emergency: To have legislation in effect by Jan 1, materials were only just received.
Request emergency upon 3rd read.

Solid Waste Authority of Central Ohio

Community Recycling Cart Grant Agreement

This Community Recycling Cart Grant Agreement ("Agreement") is made and entered into by and between the Solid Waste Authority of Central Ohio ("SWACO"), a regional solid waste authority established pursuant to Ohio Rev. Code §343.011 ("SWACO"), and the City of Reynoldsburg ("Grantee"), a municipal corporation and political subdivision created and existing under the Constitution and the laws of the state of Ohio with a business address of 7232 E. Main Street, Reynoldsburg, Ohio 43068.

WITNESSETH THAT:

WHEREAS, pursuant to its amended Solid Waste Management Plan ("Plan"), SWACO implements programs to increase solid waste reduction, reuse, and recycling necessary to achieve a fifty percent (50%) diversion rate by 2020 and a seventy-five percent (75%) diversion rate by 2032;

WHEREAS, wheeled recycling carts have proven to be a "best practice" in residential curbside recyclable collection, resulting in higher per household diversion, higher participation rates, greater collection efficiency and lower collection costs;

WHEREAS, pursuant to SWACO Resolution No. 042-18, SWACO is providing a grant of Twenty-Two and 50/100 Dollars (\$22.50) per household to communities in SWACO's District who are purchasing sixty-five (65) gallon or ninety-five (95) gallon recycling carts ("Recycling Cart") for their residential homes as replacement to their current bin-based recyclable collections;

WHEREAS, Grantee is a community in SWACO's District that will be distributing a Recycling Cart to each of its approximately ten thousand seven hundred five (10,705) eligible households;

WHEREAS, in furtherance of the Grantee switching to cart-based recycling and pursuant to SWACO Resolution No. 047-18, SWACO will make the initial purchase of the Recycling Carts and allow the Grantee to reimburse SWACO for its portion of the purchase, which amounts to approximately Twenty-Two and 52/100 Dollars (\$22.52) per cart, over a three (3) year period;

WHEREAS, SWACO applied for and was awarded a grant from The Recycling Partnership for Seven Dollars (\$7.00) per Recycling Cart, which will serve to pay a portion of the Grantee's share for the purchase of the Recycling Carts and will be paid to SWACO as reimbursement for the advance funds;

WHEREAS, as part of the grant from The Recycling Partnership, SWACO was awarded One Dollar (\$1.00) per household for educational campaign materials totaling approximately Ten Thousand Seven Hundred Five Dollars (\$10,705.00), plus access to educational campaign materials, which will be used by SWACO and the Grantee to rollout this switch to cart-based recycling;

WHEREAS, SWACO and Grantee agree to perform in compliance with the terms, promises, conditions, and assurances as outlined in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

Section I – Grant Funds:

- A. SWACO hereby awards to Grantee funding in an amount not to exceed Twenty-Two and 50/100 Dollars

Solid Waste Authority of Central Ohio

(\$22.50) per sixty-five (65) gallon Recycling Cart for each of the approximate ten thousand seven hundred five (10,705) eligible households ("Eligible Households") totaling approximately Two Hundred Forty Thousand Eight Hundred Sixty-Two and 50/100 Dollars (\$240,862.50) ("Grant Funds") for the purpose of purchasing and distributing a Recycling Cart to each household switching to cart-based recycling. The Parties recognize that the total number of Eligible Households may be reasonably adjusted, as determined solely by SWACO, for unanticipated households discovered during distribution of the Recycling Carts and, therefore, the total number of Recycling Carts purchased may vary, impacting each Parties' total Purchase Price, as described below in Section II, in proportion to the variance.

- B. SWACO will apply The Recycling Partnership grant award of One Dollar (\$1.00) per Eligible Household, totaling approximately Ten Thousand Seven Hundred Five Dollars (\$10,705.00), towards educational campaign materials which SWACO and the Grantee will develop and implement pursuant to Section IV.E. of this Agreement. Some portion of this One Dollar (\$1.00) per Eligible Household grant award may be used by SWACO to reimburse Grantee for allowable expenditures made towards the educational campaign, at SWACO's sole and complete discretion.

Section II – Purchase of Recycling Carts: SWACO will make the initial purchase of the Recycling Carts on behalf of the Grantee. It is estimated that it will cost approximately Forty-Five and 02/100 Dollars (\$45.02) for each 65-gallon Toter brand Recycling Cart for each Eligible Household for a total purchase price of approximately Four Hundred Eighty-One Thousand Nine Hundred Thirty-Nine and 10/100 Dollars (\$481,939.10) ("Purchase Price").

- A. SWACO will apply the Grants Funds towards the Purchase Price of the Recycling Carts.
- B. SWACO shall provide advance funding for the Grantee's share of the Purchase Price in the amount of approximately Twenty-Two and 52/100 Dollars (\$22.52) per Recycling Cart totaling approximately Two Hundred Forty-One Thousand Seventy-Six and 60/100 (\$241,076.60).
- C. SWACO will apply the Seven Dollars (\$7.00) per Recycling Cart for each Eligible Household from The Recycling Partnership grant towards the Grantee's share of the Purchase Price in the amount of approximately Seventy-Four Thousand Nine Hundred Thirty-Five and 00/100 Dollars (\$74,935.00) pursuant to the terms below in Section III.
- D. SWACO will allow Grantee to reimburse SWACO its remaining share of the Purchase Price of approximately Fifteen and 52/100 (\$15.52) per Recycling Cart totaling approximately One Hundred Sixty-Six Thousand One Hundred Forty-One and 60/100 Dollars (\$166,141.60) over a three-year period pursuant to the terms below in Section III.

Section III – Payment Terms: SWACO shall provide advance funding for Grantee's share of the Purchase Price, as provided above in Section II, pursuant to the following terms:

- A. If the Seven Dollars (\$7.00) per Recycling Cart grant from The Recycling Partnership is terminated or funds are not received by SWACO, for whatever reason, Grantee shall be solely responsible for repaying SWACO for the advance funding in the amount of approximately Seventy-Four Thousand Nine Hundred Thirty-Five and 00/100 (\$74,935.00) pursuant to the terms below in Section B.
- B. Grantee shall be responsible for reimbursing SWACO for its share of Purchase Price over a three-year term as follows:
 1. Grantee shall have a semiannual payment due on or before June 1 and December 1 of each

Solid Waste Authority of Central Ohio

year ("Semi-Annual Payment"), a copy of the payment schedule is attached hereto and incorporated herein as Exhibit A.

2. SWACO shall not charge Grantee interest over the three-year repayment period.
3. Grantee shall be charged an administrative fee of Two Hundred Fifty Dollars (\$250.00) for each Semi-Annual Payment for SWACO's management and accounting of the advanced funds.
4. The Semi-Annual Payment and administrative fee shall be due and paid, without notice or demand, as such place as SWACO may have designated, and in the absence of such designation, at SWACO's principle place of business located at 4239 London-Groveport Road, Grove City, Ohio 43123.
5. The obligation of Grantee to pay the Semi-Annual Payment and administrative fee shall be absolute and unconditional, and such payment shall be payable without any rights of termination, set-off, recoupment, deduction, defense or counterclaim that Grantee might have against SWACO or any other person, and without abatement, suspension, deferment, diminution or reduction for any reason or as the result of any occurrence whatsoever.
6. If the Semi-Annual Payment and administrative fee are not received by the due date, a finance charge of 1.5% per month shall be assessed.
7. Grantee may payoff the remaining portion of its share of the Purchase Price at any time within the three-year period without penalty and with no additional fees except for the applicable administrative fee for that payment.
8. If Grantee fails to make two (2) consecutive Semi-Annual Payments, SWACO reserves the right, in its sole and complete discretion, to demand that the unpaid balance of Grantee's share of the Purchase Price become immediately due and payable.
 - (i) If SWACO determines, in its sole and complete discretion, that there is a reasonable justification for the default, SWACO will work with Grantee to determine an equitable process for curing the default without requiring the full unpaid balance immediately due and payable.
9. No delay or omission of SWACO in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. A waiver on any one occasion shall not be construed as to bar to or a waiver of such right on any future occasion.

Section IV – Grantee's Obligations: Grantee's obligations hereunder shall be as follows:

- A. Grantee agrees that the Recycling Carts shall remain the property of the Grantee throughout the term of this Agreement and will be utilized to collect residential curbside recycling for at least the duration of the curbside recycling collection contract in place on January 1, 2019.
- B. Grantee agrees to work with SWACO, The Recycling Partnership, and the Recycling Cart vendor to brand the carts with the community name and other information deemed to be appropriate by the Grantee, SWACO and the Recycling Partnership.

Solid Waste Authority of Central Ohio

- C. Grantee shall include recognition of SWACO's support and acknowledgment that the project was partially funded by a grant from The Recycling Partnership. Grantee agrees to use whatever logo or language as requested by SWACO and The Recycling Partnership. Grantee shall provide SWACO with an opportunity to review and comment on any communication recognizing SWACO and The Recycling Partnership's contributions to the project and must obtain SWACO's prior written approval.
- D. Grantee must participate in development and implementation of an educational campaign designed by SWACO and The Recycling Partnership for preparing the Eligible Households to receive and use their new Recycling Carts. Grantee agrees to participate in developing the education materials, which will be co-branded with the Grantee's logo.
- E. For any allowable expenditures associated with the implementation of the education campaign for which the Grantee seeks reimbursement from SWACO pursuant to Section I.B. of this Agreement, Grantee must submit copies of all invoices, accompanied by proof that Grantee has made payment for the invoices in question. Acceptable proof of payment can include copies of canceled checks or Grantee finance system reports showing that the payment has been made.
- F. Grantee agrees to participate in local press events related to The Recycling Partnership, which may include, but is not limited to, press release, interviews, ribbon cutting ceremonies, etc.
- G. Grantee shall provide its residents with a recycling program under which recyclables are collected on a weekly basis.
- H. Grantee shall not assess any additional charges to its residents that receive a Recycling Cart in addition to its standard monthly utility rate for waste and recycling services.
- I. Grantee agrees to provide monthly tonnage data for up to three (3) years after the Recycling Carts are delivered to its Eligible Households.
- J. Grantee agrees to work with Grantee's recycling hauler and collection processor to provide SWACO with pre-cart based curbside recycling set out rate date and monthly tonnage data for municipal solid waste, recyclables, and yard trimmings/organics, if applicable.
- K. Grantee shall assist with other data collection, as requested by SWACO, relating to the Recycling Carts, cart set-out rates and other information pertaining to this Grant.
- L. Grantee shall assist SWACO in working with Grantee's recycling hauler and collection processor to evaluate the current mix of recyclable materials collected residentially.
- M. Grantee shall, if cost effective, print all publications resulting from this Grant double-sided on recycled-content paper with minimal thirty percent (30%) post-consumer recycled content.
- N. Grantee shall update its website to communicate the basics of the roll-out of the Recycling Carts to its residents and other pertinent information.

Section V – Miscellaneous:

- A. Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined

Solid Waste Authority of Central Ohio

in the Americans with Disabilities Act (ADA).

- B. Grantee agrees to comply with all applicable federal, State, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- C. Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- D. Upon Grantee's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and Grantee may be ineligible for further SWACO contracts. SWACO reserves the right to impose or pursue such other sanctions and remedies instituted as otherwise provided by law.
- E. It is fully understood and agreed that neither Grantee nor any of its employees or other personnel shall at any time or for any purpose be considered as agents or employees of SWACO. This Agreement shall not be construed so as to create an agency, representative, or employment relationship between the Grantee or its employees and SWACO. Neither Grantee nor its employees shall be considered an employee of SWACO and any and all claims that may or might arise under the Workers' Compensation Act of the State of Ohio or otherwise on behalf of the Grantee or its employees while engaged in performing the Services shall in no way be the responsibility of SWACO. Neither Grantee nor its employees shall acquire or be entitled to any compensation, rights, benefits, and participation of any kind whatsoever offered by SWACO, including, without limitation, tenure rights, participation in the Ohio Public Employees Retirement System, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, and severance pay.
- F. The laws of the State of Ohio, without regard to its own "choice of law" provisions, shall govern to the exclusion of the laws of any other jurisdiction in the interpretation and application of the terms, conditions, and provisions of this Agreement. Any action or proceeding pertaining to this Agreement shall be heard in a court of law having appropriate jurisdiction located in Franklin County, Ohio.
- G. Grantee affirms that, as applicable, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in O.R.C. §3517.13 to the Governor or to his campaign committees.
- H. This Agreement shall remain in effect until Grantee has fully repaid SWACO for its share of the Purchase Price, including all applicable fees and finance charges. SWACO reserves the right, at any time after execution of this Agreement, and with or without cause, to terminate, revise, or extend the Grant in whole or in part, upon written notification to Grantee. Grantee, upon receipt of notice of termination, shall take all necessary and appropriate steps to minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by SWACO, Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. Grantee agrees to waive any right to, and shall not claim for, additional compensation against SWACO by reason of such termination.

Solid Waste Authority of Central Ohio

- I. SWACO shall be entitled to recover all accounting, administrative, legal, and other expenses reasonably necessary for the preparation of the termination of the Agreement.
- J. Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by Grantee without prior written consent of SWACO. Any assignment or delegation not consented to may be deemed void by SWACO.
- K. All notices to SWACO and Grantee shall be deemed to have been given and received when personally delivered or upon receipt as evidenced by a U.S. Postal Service Receipt for Certified Mail or by facsimile upon confirmation of receipt by recipient or by evidence of delivery by a private express mail service to the addresses specified above.
- L. Each Party shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to that party's own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the party's respective agents, officers, or employees.
- M. This Agreement and the attached exhibit represent the entire and integrated contract between SWACO and Grantee and supersede all prior negotiations, representations, agreements or contracts, either written or oral, between the parties hereto.
- N. Neither SWACO's Board of Trustees, either individually or collectively, nor any SWACO official executing this Agreement or any modification hereto shall be subject to any personal liability by reason of such execution.
- O. No person or corporation other than the Grantee and SWACO have any interest hereunder and no claim shall be made or be valid, nor shall any term, condition, provision or covenant herein be construed, so as to give any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement.
- P. If any paragraph, term, condition or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other paragraph, term, condition or provision of this Agreement, each of which shall be construed and enforced to the fullest extent of the law as if such invalid or unenforceable paragraph, term, condition or provision were not contained herein.
- Q. The Parties acknowledge and recognize that each of them participated materially in the negotiation and drafting of this Agreement and had access to legal counsel during its negotiation and drafting.
- R. The Parties agree that facsimile, electronic, or scanned signatures shall be acceptable and shall have the same effect as original signatures.
- S. The effective date of this Agreement is the date when the Executive Director of the Solid Waste Authority of Central Ohio signs this Agreement.

Solid Waste Authority of Central Ohio

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers.

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

GRANTEE:
The City of Reynoldsburg

By: _____ **Date:** _____
Print Name:
Title:

SWACO:
SOLID WASTE AUTHORITY OF CENTRAL OHIO

By: _____ **Date:** _____
Ty D. Marsh, Executive Director
Solid Waste Authority of Central Ohio

Approved as to Form:

 Law Director, The City of Reynoldsburg

Approved as to Form:

 Rebecca L. Egelhoff, Esq., Managing Counsel
 Solid Waste Authority of Central Ohio

City Council**Kristin Bryant****7232 E. Main Street****Reynoldsburg OH 43068****614-893-2299 Phone****ORDINANCE REQUEST**

DATE: **December 17, 2018****TO:** **Public Service and Transportation Committee****RE:** Ordinance of the Reynoldsburg City Council
to Provide for the Registration of Residential Rental Housing Located
Within the Boundaries of the City of Reynoldsburg

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
---------------------------	-----------------------	---------------

See Attached Documentation

**AN ORDINANCE OF THE REYNOLDSBURG CITY COUNCIL
TO PROVIDE FOR THE REGISTRATION OF RESIDENTIAL RENTAL HOUSING
LOCATED WITHIN THE BOUNDARIES OF THE CITY OF REYNOLDSBURG**

WHEREAS, the City of Reynoldsburg (“City”) is a community in the State of Ohio which is facing the challenges of providing safe, available and affordable housing for current and future residents; and

WHEREAS, the growth of the City has increased the pressure on neighborhoods and housing in the City; and

WHEREAS, the Reynoldsburg City Council recognizes the need for an organized residential rental registration program for program for residential rental units within the City to provide an efficient system of code enforcement for the welfare of all residents of the City; and

WHEREAS, the Reynoldsburg City Council desires that all residential rental units within the City be registered with the Department of Development; and

WHEREAS, the Reynoldsburg City Council authorizes the Department of Development to develop a rental registration application and administrative procedures and policies for the purpose of registering appropriate buildings with residential rental units; and

WHEREAS, it is the desire of the Reynoldsburg City Council to adopt enforcement measures and penalties to encourage compliance with this ordinance for the health, safety and welfare of the all residents of the City of Reynoldsburg; and

WHEREAS, the Reynoldsburg City Code contains a Property Maintenance Code in Chapter 1711 to protect the health and safety of all residents, to promote the public welfare, and to place standards of maintenance upon property owners that protects the beauty and health of our City.

NOW, THEREFORE, BE IT ORDAINED BY THE REYNOLDSBURG CITY COUNCIL THAT CHAPTER 1721 OF THE REYNOLDSBURG CODE OF ORDINANCE SHALL BE CREATED TO REQUIRE REGISTRATION OF RESIDENTIAL RENTAL HOUSING AS FOLLOWS:

CHAPTER 1721 – RENTAL PROPERTY REGISTRATION

1721.01	Purpose
1721.02	Definitions
1721.03	Registration required
1721.04	Designated agent; Notice and Service of process
1721.05	Exempt rental dwelling units
1721.06	Registration application form
1721.07	Registration term and renewal
1721.08	Fees
1721.09	Inspections
1721.10	Maintenance standards
1721.11	Responsibility of designated agent
1721.12	Refused access to the property
1721.13	Retaliatory Eviction Prohibited
1721.14	Notice of Violations
1721.15	Appeals
1721.16	Failure to Remediate
1721.17	Disclaimer of liability
1721.18	Saving clause
1721.19	Validity
1721.99	Penalties

§1721.01 Purpose.

It is the purpose of this chapter to protect the public health, safety and welfare of the residents of Reynoldsburg by establishing minimum standards governing the maintenance, appearance, and condition of all rental housing properties, to impose certain responsibilities and duties upon owners and operators; to authorize and establish procedures for the inspection of rental housing properties; to provide for the issuance of rental certification; to establish a fee schedule for inspection; to authorize the vacation or condemnation of dwelling structures that are unsafe or unfit for human habitation; and to fix penalties for violations of this chapter. Rental housing with code violations are a risk to new development, housing stock, property values, public health, safety, and welfare in the City of Reynoldsburg. This chapter is hereby declared to be remedial

and essential for the public interest, and it is intended that this chapter be liberally construed to effectuate the purposes as stated herein.

§1721.02 Definitions.

As used in this chapter, the words and terms below shall have the following meanings respectively prescribed to them in this chapter:

- A. “Appeal” means a written notice to be filed with the City Board of Zoning and Building Appeals challenging a Notice of Violation. Such appeal must be filed within 14 days of the date of the Notice of Violation.
- B. “City” means the City of Reynoldsburg.
- C. “Designated City Official” means the Director of Development and/or designee of the Director of Development.
- D. “Designated agent” means a business entity located in or an individual person eighteen (18) years or older residing in the State of Ohio with an address other than a post office box and named by an owner as a secondary point of contact regarding the use or condition of land and the occupancy and physical condition of structures on a platted lot or parcel of land.
- E. “Dwelling” means any building or portion of a building that contains one or more residential dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that is occupied for residential purposes.
- F. “Dwelling unit” means a space within a dwelling that provides complete, independent living facilities for one or more persons, which includes permanent provisions for sleeping, eating, cooking and sanitation. A “dwelling” may consist of one or more “dwelling units.”
- G. “Lease” means the written or oral agreement that sets forth any and all conditions concerning the use and occupancy of rental units.
- H. “Notice of Violation” means a notice issued by the Designated City Official, or the Code Enforcement Officer to the owner of real property or to their designated agent that there has been a violation of a provision of this chapter or any other applicable section of the *Reynoldsburg City Code*, ordinance, rule or regulation concerning the occupancy or condition of a premises that is leased or for lease, vacant or occupied.
- I. “Premises” means a real property parcel of land and the structures on that parcel containing at least one (1) residential dwelling unit or one (1) commercial or industrial business space, including lots in manufactured home parks or platted lots or parcels outside a manufactured home park where a mobile home, manufactured home or industrialized unit may be located.

- J. "Owner" means any person who, alone or jointly or severally with others, shall have the legal or equitable title to a property, and shall include executors, administrators, trustees or guardians of the estate of the owner, and any purchaser or assignee under a certificate of sale pursuant to a mortgage foreclosure. The term "owner" shall also include partnerships and other unincorporated associations. Any individual owner, regardless of whether he or she shares ownership responsibility with any other person, any general partner of a partnership, and any officer of a corporation or unincorporated association, shall have direct and personal responsibility and liability for compliance with the provisions of this chapter.
- K. "Person" means an individual, corporation, limited liability company, limited partnership, business trust, estate, trust partnership or association, two or more persons having a joint interest or any other legal or community entity.
- L. "Property manager" means a person other than the owner that has managing control of a rental unit.
- M. "Rent" means the offering, holding out or actual leasing of rental property to an occupant other than the owner and generally involves the payment of a rental amount although other forms of consideration may be involved or no consideration at all may be involved.
- N. "Rental Dwelling Unit" means any dwelling unit rented or leased by a person or persons other than the owner for residential purposes. Rental dwelling units may also be known as a rental dwelling, rental unit, dwelling unit, or housekeeping unit and may be a mobile home, manufactured home, or industrialized unit.
- O. "Tenant" means any person who rents or leases a dwelling unit with the consent of the owner. "Tenant" does not include any person who rents or leases space within a dwelling unit from an owner who occupies or shares the dwelling unit with that person.
- P. "Rental Inspector" means a person hired by the Designated City Official, who is qualified to conduct exterior and interior inspections of rental properties within the City.

§1721.03 Registration required.

- A. All rental dwelling units within the City of Reynoldsburg owned for rental purposes or occupied by a party other than the owner for a period of more than six months during any single calendar year, shall be registered with the City. No owner of a rental dwelling unit shall lease, rent, or cause said rental unit to be occupied until first registering with the Designated City Official for that specific dwelling unit.
- B. Any owner of a rental dwelling unit that is occupied as of the Effective Date of this Chapter shall, within 90 days of the Effective Date, register each occupied rental dwelling unit with the City.

- C. Any owner of a rental dwelling unit who fails to register with the City in accordance with this section shall be subject to the penalties set forth in Section 1721.99.

§1721.04 Designated agent; Notice and Service of process.

- A. Every owner of a rental dwelling unit shall designate an agent who resides within sixty (60) miles of any registered rental unit who shall be responsible for operation of the unit and who may accept service of process and official notices on behalf of the owner. An official notice or service of process issued to a designated agent shall be deemed as served or delivered upon the owner of record. Each owner or designated agent shall maintain a list of the name and number of tenants in each rental unit and advise the tenants of all known applicable City regulations regarding occupancy and premises conditions. Failure to maintain a property or to maintain any requirements regarding registration shall be grounds for revocation of an existing certificate or denial of issuance of a renewal certificate of registration.
- B. Any and all notices required under this Chapter shall be served by the Designated City Official upon an owner or agent by personal service or certified mail with a returned receipt as evidence of service.

§1721.05 Exempt rental dwelling units.

The following dwelling units are exempt from the requirements of this Chapter:

- A. Owner-occupied single-family homes;
- B. Owner-occupied multi-family dwellings if the total number of occupants is equal to or less than ten (10) persons;
- C. Hotels and motels without continuous occupancy by the same tenant for more than thirty (30) days;
- D. Bed and breakfast inns without continuous occupancy by the same tenant for more than thirty (30) days.
- E. Any single-family home without continuous occupancy by the same tenant for more than thirty (30) days.
- F. Nursing homes or residential care facilities as defined by Ohio Revised Code 3721.01.

§1721.06 Registration application form.

- A. Application for registration of rental dwelling units shall be on forms provided by the Designated City Official and shall include, at a minimum, the following:

- (1) Name, address, telephone, and e-mail address, if applicable, of an individual owner, sole proprietor or a corporate officer or business representative of a corporation, trust or other entity capable of holding title; and
 - (2) Name, address, telephone number, and e-mail address, if applicable, of a company or designated agent of an owner; and
 - (3) Parcel identification number and date of building construction; and
 - (4) Address of each rental dwelling unit; and
 - (5) Number of detached structures on the lot or parcel and number of units per structure; and
 - (6) Number of parking spaces on the lot or parcel used for dwelling purposes.
- B. No post office boxes shall be accepted as a legal address for purposes of this chapter.
 - C. Registrations shall be retained by the City as a public record.
 - D. Every person required to register a rental dwelling unit shall complete a new application upon amendment or change of any required information.
 - E. Upon sale or transfer of the premises, the new owner or any residential dwelling unit submit a new rental registration form within thirty (30) days of sale or transfer.
 - F. Upon construction of a building that contains one or more rental dwelling units or conversion of existing building space not previously used for residential purposes, an owner shall complete and submit a rental registration form for each residential dwelling unit.

§1721.07 Registration term and renewal.

Registration shall be made within ninety (90) days of the enactment of this Chapter. The term of the registration shall be valid so long as all of the original information and all annual fees established by this Chapter are current. Sale or transfer of property shall cause the registration to expire and be no longer valid. Any new owner shall make new application for registration for each dwelling unit prior to closing so as to maintain a continuous record of ownership in case of damage, vandalism, premise condition or other requirement necessitating public notification to the owner, but in no case more than thirty (30) days after sale or transfer.

§1721.08 Fees.

- A. The following application and registration fees shall be remitted to the City:

(1) Single-family or two-family rental dwelling unit – seventy-five dollars (\$75.00) for each dwelling unit.

(2) Multi-family rental dwelling unit – seventy-five dollars (\$75.00) for each of the first four dwelling units in one building structure and (\$50.00) for each additional dwelling unit in that building structure.

- B. The fees shall be submitted to the Designated City Official by the date established by the City for each rental dwelling unit and renewed each year. Any original or renewal rental registration submitted more than ten (10 days) after the due date shall be assessed a late fee of an additional twenty-five dollars (\$25.00) per unit.
- C. A re-inspection fee of twenty-five dollars (\$25.00) per unit shall be assessed for any additional inspections needed on a per unit basis if violations are not corrected within the amount of time given by the Designated City Official.
- D. Fees assessed and collected in accordance with this Section shall be maintained as a separate line item and will be dedicated solely to reimbursing the costs actually incurred by the City related to the enforcement of this Chapter. Any excess funds not used for the enforcement of this Chapter may revert to the general fund of the City with the authorization of City Council by majority vote.

§1721.09 Inspections.

- A. The Designated City Official shall designate at least one (1) Rental Inspector to conduct inspections of rental dwellings units and premises registered under this Chapter in order to enforce existing or future ordinances related to clean, safe and sanitary premise conditions, including the Property Maintenance Code establish by Chapter 1711. The salary of the Rental Inspector(s) shall be paid through the fees collected through the registrations outlined in §1721.08.
- B. Inspections shall be conducted on the premises upon presentation of proper credentials. Nothing in this Chapter shall be construed to require an occupant, operator, or owner to consent to a warrantless inspection of an occupied rental dwelling unit unless otherwise permitted by law.
- C. Any exterior or interior common area, which is open to the public, of any building containing more than one residential dwelling unit may be inspected at any time.
- D. Interior inspections of residential dwelling units may be performed at the request or consent of an owner, occupant, or agent of an owner of a rental dwelling unit.
- E. If the owner, occupant, or agent thereof does not consent to the proposed inspection, the Designated City Official may appear before any judge in a court of competent jurisdiction and seek an administrative search warrant to allow an inspection. Any such application shall be made within ten (10) calendar days after the non-consent. The

application for the warrant shall specify the basis upon which the warrant is being sought and shall include a statement that the inspection will be limited to a determination whether there are violations of the code provisions identified in this section. The court may consider any of the following factors along with such other matters as it deems pertinent in its decision as to whether a warrant shall be issued:

1. Eyewitness account of violation;
2. Citizen complaints;
3. Tenant complaints;
4. Plain view violations;
5. Violations apparent from city records;
6. Property deterioration;
7. Age of property;
8. Nature of alleged violation;
9. Condition of similar properties in the area;
10. Documented violations on similar properties in the area;
11. Passage of time since last inspection;
12. Previous violations on the property.

- F. If a warrant is issued, no owner, occupant, or agent thereof shall fail or neglect, upon presentation of a warrant, to properly permit entry therein by the code official or his/her duly authorized designee for the purpose of conducting a rental inspection and examination pursuant to this section and consistent with the terms of the warrant. If the court declines to issue a warrant, or if no warrant is sought, the rental inspection shall be limited to such areas as are in plain view.
- G. Interior inspections of residential dwelling units shall be requested by the Designated City Official as follows:
1. Upon the completion of the construction of any new building containing one or more residential dwelling units; or
 2. Upon the vacancy of any residential dwelling unit at the expiration of a lease period, by eviction, or by abandonment of the unit by a tenant(s) and before the unit may be occupied by a new tenant(s) if the residential dwelling unit has not been inspected for more than one (1) year. The owner of a residential dwelling unit shall notify the Designated City Official upon any vacancy subject to inspection under this section; or
 3. If a dwelling has not been inspected for more than two (2) years, the Designated City Official shall send a letter to the occupant(s) advising said occupant(s) of their right to have an inspection with instructions on how to make that request to the Designated City Official; or
- H. No criminal penalty, or any penalty or fine under this Chapter shall attach, nor shall any solely by reason of the owner's, occupant's or agent's refusal to consent to a full inspection.

§1721.10 Maintenance Standards.

Every owner, agent or person in charge of a rental dwelling unit shall be responsible for the maintenance thereof in good repair and safe condition in compliance with the requirements of this Chapter and the requirements established the Property Maintenance Code contained in Chapter 1711. The owner shall also be responsible for maintaining in a safe and sanitary condition the shared or common areas of the premises. In addition to any requirements specified within this section of the codified ordinances, all applicable regulations provided for within the Codified Ordinances of the City of Reynoldsburg shall apply and shall be subject to enforcement.

§1721.11 Responsibility of designated agent.

Designation of an agent by an owner shall cause the agent to be an additional responsible party for purposes of this chapter and other chapters that may apply regarding the operation of the premises. All official notices of the City may be issued to the designated agent as well as the owner and in such case as a notice is served upon a designated agent such notice issued shall be deemed as having been served upon the owner of record.

§1721.12 Refused access to the property.

- A. Where the Designated City Official or his or her agent is refused access or is otherwise impeded or prevented by the owner, operator, or agent from conducting an inspection in accordance with Section 1721.09, such person shall be in violation of this chapter and subject to the penalties hereunder.
- B. In addition to the provisions of division A of this section, the Designated City Official may, upon affidavit, apply to the County Municipal Court in which the premises are located for a search warrant, setting forth the factual basis for probable cause for believing that a nuisance or violation of this chapter exists on the premises. If the Court is satisfied as to the matter permitting access to and inspection of that part of the premises on which the nuisance or violation exists, a warrant for access may be issued by the Court. Nothing in this Chapter shall be construed to require an operator or owner to consent to a warrantless inspection of an occupied rental dwelling unit.

§1721.13 Retaliatory Eviction Prohibited

It shall be a violation of this Chapter if a court of competent jurisdiction determines that any owner of a rental dwelling unit or his or her agent brought or threatened to bring an action for possession of a rental unit for the purpose of retaliating against a tenant for requesting the assistance of the Designated City Official with an alleged violation of this Chapter or the Property Maintenance Code set forth in Chapter 1711.

§1721.14 Notice of Violations

- A. The Designated City of Official, or his or designee, shall have the power to enforce all provisions of this Chapter.
- B. The Designated City Official, or his or her designee, shall have the responsibility to issue to the owner of a rental dwelling unit or designated agent of an owner of a rental dwelling unit a Notice of Violation of any part of this Chapter, the Property Maintenance Code provided in Chapter 1711, or any other applicable section of the City ordinances.
- C. The Notice of Violation shall include the applicable code section the owner is alleged to have violated, a brief statement of the factual basis for the alleged violation, and instructions to the owner of the right to appeal under Section 1721.15.

§1721.15 Appeals.

The Board of Zoning and Building Appeals (the “Board”) shall have jurisdiction to hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Designated City Official in the enforcement or administration of this chapter.

Any person affected by any Notice of Violation which has been issued in connection with the enforcement of any of the provisions of this chapter may request and shall be granted a hearing on the matter by filing an appeal.

The person shall file, in the office of City Council, an appeal with a written request for the hearing and shall set forth the name, address, and phone number of the appellant and a brief statement of the grounds for the hearing and appeal from any Notice of Violation of this chapter. Requests shall be filed within 14 days of the date of the Notice of Violation. On receipt of the appeal, the Clerk of Council shall set a time and place for a hearing before the Board. The hearing shall be held within a reasonable time after a request has been filed. At the hearing, the appellant shall be given an opportunity to be heard and to show cause why the notice and order should be modified or dismissed, or why a variance should be granted. The failure of the appellant or his representative to appear and present his position at the hearing shall be grounds for dismissal of the request.

Any party entitled to appeal a decision of the Board may appeal to a court of competent jurisdiction.

§1721.16 Failure to Remediate

- A. If, after expiration of the time to file an appeal of a Notice of Violation or upon the affirmance by the Board and exhaustion of further appeals, the owner fails to remediate

the violation, the Designated City Official shall have the power to issue a criminal or civil citation to the owner.

- B. Any citation issued under Section (A) shall be filed in the Reynoldsburg Mayor's Court, in the Franklin County Municipal Court, Environmental Division, or in the appropriate county municipal court which shall have jurisdiction over the address where the violation occurred.

§1721.17 Disclaimer of liability.

A certificate of registration is not a warranty or guarantee that there are no defects in a rental dwelling unit and the City shall not be held liable to any person for the condition of the property.

§1721.18 Saving clause.

All proceedings pending and all rights and liabilities existing and acquired or incurred at the effective date of this chapter are saved and may be consummated according to the law in force when they were commenced.

§1721.19 Validity.

Should any section, clause, or paragraph of this chapter be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of the chapter as a whole or any part thereof other than the part declared invalid.

§1721.99 Penalties.

- A. Whoever violates or fails to comply with any of the provisions of this Chapter is guilty of an unclassified misdemeanor that shall be punishable by up to one-thousand dollars (\$1000.00) in fines. Each separate violation shall constitute a separate offense, and a separate offense shall be deemed committed for each day during or on which a violation or non-compliance occurs or continues.
- B. The penalty provisions of this Chapter shall supersede the penalty provisions provided in Section 1711.99 of the Reynoldsburg Code of Ordinances solely as it relates to owners of rental dwelling units subject to this Chapter.
- C. The imposition of any penalty shall not preclude the City from instituting any appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance; to restrain, correct or abate a violation; to prevent the occupancy of a dwelling, building, structure or premises; or to require compliance with the provisions of

this chapter of other applicable laws, ordinances, rules or regulations or with the orders or determination of the Designated City Official.

City Council**Stacie Baker****7232 E. Main Street****Reynoldsburg OH 43068****614-704-3423 Phone****ORDINANCE REQUEST****DATE: December 17, 2018****TO: Public Service and Transportation Committee**

RE: ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 154.03 DIRECTOR DUTIES AND RESPONSIBILITIES of Chapter 154 DEPARTMENT OF DEVELOPMENT; Sections 160.02(c) DEPARTMENT OF DEVELOPMENT and 160.02 (g)(2) Building Department of Chapter 160 EMPLOYEE COMPENSATION; Section 1541.03 USE AND STORAGE of Chapter 1541 LIQUEFIED PETROLEUM GAS; Sections 1701.01 DEFINITIONS and 1701.08 ABATEMENT OF A PUBLIC NUISANCE BY THE BOARD OF NUISANCE ABATEMENT of Chapter 1701 GENERAL PROVISIONS; and Section 1711.02 AMENDMENTS, DELETIONS AND MODIFICATIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE of Chapter 1171 GENERAL PROVISIONS.

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Stephen Cicak
-------------------------	---------------------	---------------

Attached is proposed legislation to move the Building Department from under the Service Department to under the Development/Planning & Zoning Department.

ORDINANCE NO. ____

PASSED: ____

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 154.03 DIRECTOR DUTIES AND RESPONSIBILITIES of Chapter 154 DEPARTMENT OF DEVELOPMENT; Sections 160.02(c) DEPARTMENT OF DEVELOPMENT and 160.02 (g)(2) Building Department of Chapter 160 EMPLOYEE COMPENSATION; Section 1541.03 USE AND STORAGE of Chapter 1541 LIQUEFIED PETROLEUM GAS; Sections 1701.01 DEFINITIONS and 1701.08 ABATEMENT OF A PUBLIC NUISANCE BY THE BOARD OF NUISANCE ABATEMENT of Chapter 1701 GENERAL PROVISIONS; and Section 1711.02 AMENDMENTS, DELETIONS AND MODIFICATIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE of Chapter 1171 GENERAL PROVISIONS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO:

SECTION 1. That Section 154.03 Director Duties And Responsibilities Of Chapter 154 Department Of Development; Sections 160.02(c) Department Of Development And 160.02 (g)(2) Building Department Of Chapter 160 Employee Compensation; Section 1541.03 Use And Storage Of Chapter 1541 Liquefied Petroleum Gas; Sections 1701.01 Definitions And 1701.08 Abatement Of A Public Nuisance By The Board Of Nuisance Abatement Of Chapter 1701 General Provisions; And Section 1711.02 Amendments, Deletions And Modifications To The International Property Maintenance Code Of Chapter 1171 General Provisionsof the Code of Ordinances of the City of Reynoldsburg be and are hereby amended to read as follows:

See Exhibit "A" attached hereto and incorporated herein.

SECTION 2. That existing Section 154.03 of Chapter 154; 160.02(c) and 160.02 (g) of Chapter 160; Section 1541.03 of Chapter 1541; Sections 1701.01 and 1701.08 of Chapter 1701 and Section 1711.02 of Chapter 1711 be and are hereby repealed and replaced.

SECTION 5. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

Doug Joseph, President of Council

ATTEST: _____
April L. Beggerow, Clerk of Council

APPROVED: _____ DATE _____
Bradley L. McCloud, Mayor

Attachment: Amend Code Moving Building to Development (Amending Code Moving Building Dept to Development)

CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. ____ as passed by Council of said City on the ____th day of ____ and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

154.03 DIRECTOR DUTIES AND RESPONSIBILITIES.

(a) The Director shall make all necessary administrative rules and regulations for the operation of the Department, subject to the approval of the Mayor.

(b) The Director will assist in all land development, land use planning, the implementation of a Comprehensive Plan, Economic Development, **Building, Housing, Property Maintenance** and Zoning **regulations** for the City of Reynoldsburg.

(c) The Director shall provide resource information, materials, and support to the Planning Commission; will assist the commission with long-range comprehensive planning for the city and developing land use policy impacting the development of the city for presentation to Council and consideration for adoption; and will initiate plan amendments to a Comprehensive Plan.

(d) The Director shall be responsible for the development of an Economic Development Plan, economic development activities ~~and~~ **, the Building Division, Code Compliance Division, and the Planning & Zoning Division.**

(e) The Director will assist with marketing commercial sites and properties to secure business in the community. The Director will oversee all new commercial and industrial development in the city.

(f) The Director will communicate, assist and provide support to the community improvement corporations and with the assistance of the community improvement corporations will concentrate on business retention and expansion, recruitment of new business that is compatible with a Comprehensive Plan.

(g) The Director shall keep the Council fully advised concerning development issues in the City of Reynoldsburg, and shall make regular reports regarding development to Council in a format and frequency to be determined by Council and the Mayor, and shall provide the Mayor and the Council with information necessary for the budgeting and appropriation of expenditures related to city development activities.

(Ord. 109-97. Passed 9-8-97.)

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE.

(c) DEPARTMENT OF DEVELOPMENT

Development Director	1	Unclassified	21
Development Director			
Administrative Assistant	1	Unclassified	10
Planning and Zoning Administrator	1	Classified	19
Chief Building Official	1	Classified	19
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14
Administrative Assistant	1	Classified	11
Code Compliance Officer	2	Classified	6

(g) SERVICE DEPARTMENT

(1)

Director of Public Service	1	Unclassified	25
Service Director			
Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	14
Custodian	2	Classified	5
Maintenance Crew Leader	1	Classified	9

~~(2) Building Division~~

Chief Building Official	1	Classified	19
Asst. Chief Building Inspector	1	Classified	17
Building Inspector I	3	Classified	14
Administrative Assistant	1	Classified	11
Code Compliance Officer	2	Classified	6

1541.03 USE AND STORAGE.

No person shall store liquefied petroleum gases in the City unless he has been issued a permit to store the same by the ~~Public Service Director~~ **BUILDING OFFICIAL** or his designate or fail to comply with the terms of any such permit.

A person desiring a permit to store liquefied petroleum gases shall make application for a permit in such form as the Public Service Director or his designate shall prescribe. The ~~Director~~ **BUILDING OFFICIAL** shall cause such investigation as he deems necessary to be made and shall issue such permit if he determines that all LPG installations have met the minimum requirements as set in the latest N. F. P. A. Pamphlet No. 58 and by local requirements.

The following local requirements shall be met and conformed to:

(a) All LPG tanks shall be approved by either A.S.M.E. (American Society of Mechanical Engineers), D.O.T. (Department of Transportation), or B.T.C. (Board of Transit Commissioner for Canada). It will not be necessary for the Fire Prevention Bureau to witness air test on these tanks. (New tanks only).

(b) No tanks or parts thereof, shall be installed or buried underground.

(c) Tank(s) in excess of 500 gallon aggregate water/capacity, where the LPG is removed as a gas, shall be installed with two regulators.

(d) In the case of tank(s) installations of less than 500 gallon aggregate water/capacity where tank(s) are more than ten feet from any building, two regulators shall be installed. All regulators to be installed per standard good practices.

(e) To aid in preventing LPG leaks at the tank, piping and regulator(s) shall be installed as rigidly as possible.

(f) To aid in preventing LPG leak at buildings, all piping and regulators shall be anchored to the building to prevent their movement.

(g) The opening going through any building wall for LPG piping shall be sleeved for each individual pipe.

(h) All copper piping or tubing shall be Type "K" only.

(i) All piping used on tanks 1500 gallon aggregate water/capacity and over shall use rigid piping of either Schedule 40 or Schedule 80.

(j) If Schedule 40 piping is used, it shall have welded joints only.

(k) If Schedule 80 piping is used, it may have threaded joints. Any threaded fittings used with Schedule 80 pipe shall be of heavy-duty type.

(l) Installations where tanks are ten feet or more from any building shall have all piping underground and shall be solidly coated and/or wrapped or jacketed with a plastic covering designed for underground installation with the plastic covering ends weather-sealed twelve inches above finish grade.

(m) All piping buried underground shall be buried a minimum of twenty-four inches, backfilled with sand, clean fill earth, or #10 grids four inches minimum completely around the piping.

(n) Piping shall not be covered until it has been inspected and approved by the ~~Director~~ **BUILDING OFFICIAL** or his designate. Required inspection shall be an observed pressure test for thirty minutes, using nitrogen or other inert gas or compressed air, at a pressure of 200 pounds.

(o) All installations shall be inspected and approved by the ~~Public Service Director~~ **BUILDING OFFICIAL** or his designate. This inspection and approval also includes temporary installations. A final inspection of the entire system shall be made by the Director or his designate. Under no circumstances shall any LP gas product be placed into tanks until this final inspection and approval has been made and a permit has been issued by the Director or his designate.

Depending upon the size of LPG tank, a test pressure of 125 pounds shall be accomplished by using compressed air (bottle or compressor) or other inert gas.

(p) With the exception of private single dwellings, all LPG installations of 500 gallon aggregate water/capacity and over shall be enclosed within a man-proof type fence. The completed fence shall be six feet in height, composed of a five-foot high chain link fencing topped by three strands of barbed wire at a forty-five degree angle pointing toward the tank.

These same installations, when installed in an area subject to damage by motor vehicles, shall be protected by minimum four inch hollow steel type posts, concrete filled, four feet in height, with a minimum of thirty inches imbedded below grade and set in concrete. Posts shall be spaced at a maximum distance of sixty inches apart.

(q) The immediate tank area shall be paved or chemically defoliated permanently.

(r) All installations of twenty gallon water capacity aggregate or more shall first be approved by submission of two copies of drawings or plans indicating the following:

- (1) Location of tanks in regard to building and property lines.
- (2) Size and number of tanks.
- (3) Address and name of business for whom it is being installed.
- (4) All piping, including size, type, welded, screwed or flared and fittings.
- (5) Location of all regulators.
- (6) Fencing.
- (7) Fire extinguisher coverage location. (3A30BC minimum).
- (8) Shut-off valves, type and location.
- (9) Vaporizers, if any.
- (10) Name and address of firm doing the work.

After the completion of each installation, there shall be a letter certified to the City of Reynoldsburg, ~~Public Service Director~~ **BUILDING OFFICIAL**, as to conformance to the N.F.P.A. Pamphlet #58 and the local requirements.

(s) Any installations not meeting the requirements of this chapter shall be condemned and shall not be used until corrected and ~~approval by the Director or his designate~~ **APPROVED BY THE BUILDING OFFICIAL**.

1701.01 DEFINITIONS.

For purposes of this Code, the following definitions shall apply:

(a) "Public nuisance." Any lot, parcel, garage, shed, barn, house, building or structure or part thereof shall be deemed to be a public nuisance if by reason of the condition in which it is permitted to be or remain, it shall or may endanger the health, life, limb or property of any person or persons, or cause any hurt, harm, damage, injury or loss to any persons in any one (1) or more of the following ways, means or particulars:

(1) By reason of being dilapidated, decayed, unsafe or unsanitary, it is detrimental to health, morals, safety, public welfare and the well-being of the community, endangers life or property, or is conducive to ill health, delinquency and crime.

(2) By reason of being a fire hazard.

(3) By reason that the conditions of the public nuisance and its surrounding grounds are not reasonably or adequately maintained thereby causing deterioration and creating a blighting influence or condition on nearby properties and thereby depreciating the value, use and enjoyment of such properties to such an extent that it is harmful to the public health, welfare, morals, safety and the economic stability of the area, community or neighborhood in which such a public nuisance is located.

(b) "Owner" means the owner or owners of record on the tax records of the County Auditor's office and shall also include any purchaser or purchasers who are buying under a land contract which is recorded in either the miscellaneous records or the mortgage records of Franklin, Licking or Fairfield Counties.

(c) "Director" means the ~~Director of Public Service~~ **Director of Development of the City.**

(d) "Building Official" means the Building Official, a Code Officer or other designee of the City.

(Ord. 21-16. Passed 3-28-16.)

1701.08 ABATEMENT OF A PUBLIC NUISANCE BY THE BOARD OF NUISANCE ABATEMENT.

(a) Upon failure of the property owner to abate a nuisance:

(1) Upon the expiration time of the special permit;

(2) If no special building permit was issued within forty-five (45) days of completion of service of the written order of the Board of Nuisance Abatement; or

(3) Within fourteen (14) days of the expiration of the right to appeal by the owner pursuant to Section 1701.06 hereof or the Ohio Revised Code.

The ~~Director of Public Service~~ **Director of Development** is hereby authorized to cause entry upon such premises, and the owner shall permit such entry, to abate the nuisance by demolition and removal of the structure, or by boarding all windows, exterior doors and other openings to secure the structure and by removal of litter and cutting of rank growth that may be present.

(b) In abating such nuisances the Director shall obtain the abatement thereof as provided by the Charter and Codified Ordinances relating to construction, and the cost of such contract shall be paid for from City funds except that in the case of boarding to abate the nuisance as provided for in this section, the City may elect to do so by using its own employees and materials the costs of such abatement shall be recovered from the owner in the following manner:

(1) The owner shall be billed for the cost of the abatement by mailing such bill to the owner by certified U.S. mail with return receipt requested, or by personally serving the owner with a copy of such bill. If service of such bill is not perfected by either of the hereinbefore described

methods, then the billing notice shall be published in a newspaper of general circulation in the City and a newspaper of general circulation in the county for two (2) consecutive weeks.

(2) If the owner fails to pay for the cost of such abatement within thirty (30) days after receipt of the bill, or after the publication of the second notice in the aforesaid newspaper, the Director shall cause the cost of the abatement to be either certified to the County Treasurer and levied as a special assessment against the property which was the subject of the abatement action, and recovered in the manner provided for the recovery of special assessments; or shall be collectible, together with any interest thereon, by suit, as other debts of like amounts are collectible.

CHAPTER 1711 GENERAL PROVISIONS

1711.02 AMENDMENTS, DELETIONS AND MODIFICATIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE.

The International Property Maintenance Code is amended and revised as follows. All section numbers correspond to the International Property Maintenance Code, 2003 Edition.

Chapter 1

101.1 Title.

These regulations shall be known as the Property Maintenance Code of the City of Reynoldsburg hereinafter referred to as "this code."

102.3 Application of other codes.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the current Building Code. Nothing in this code shall be construed to cancel, modify or set aside any provision of the current Planning & Zoning Code.

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION CODE OFFICIAL

103.1 General.

~~The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the code official.~~ The ~~Director of Public Service~~ **Director of Development** shall be charged with enforcing this Code. All references to the Code Official shall be considered to apply to the director or their designee.

If the costs are not paid, the Director shall report the outstanding costs to Council. Upon receipt of this report and approval thereof by Council, the Clerk of Council shall make a return in writing to the County Auditor of such charges which shall be entered upon the tax duplicate of the County, in accordance with Ohio R.C. 731.54.

111.1 Application for appeal.

Any person directly affected by a decision of the Code Official or a notice or order issued under this code ~~or any other section of the Codified Ordinances for which no administrative appeal procedure exists~~, shall have the right to appeal to the Board of Zoning and Building Appeals, provided that a written application for appeal is filed within fourteen (14) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

OFFICE OF THE MAYOR**Brad McCloud****7232 EAST MAIN STREET****REYNOLDSBURG, OHIO 43068****(614) 322-6809 phone****(614) 322-6866 fax****MEMORANDUM**

DATE: October 5, 2018

TO: April Beggerow, Clerk of Council

CC: City Council

RE: Legislative request

I will not be approving Councilman Baker's legislative request to transfer the duties of the Building Department from the Service Department to the Development Department.

Perhaps a refresher course on the branches of government and their respective responsibilities is in order for Mr. Baker.

City of Canal Winchester: ARTICLE VI

6.03 Department of Development.

(A) The Department of Development shall be headed by the Director of Development, who shall be appointed by the Mayor to serve at the pleasure of the Mayor and may be removed by the Mayor without cause.

(B) The Director of Development, through the Department of Development, shall be responsible for the administration of building inspections, housing inspections and zoning inspections and all administrative matters pertaining to inspection services including the issuance of permits and the enforcement of building, zoning and housing codes, subject to the provisions set forth in the Municipality's ordinances and resolutions. The Director and the Department of Development shall also work closely with the Planning and Zoning Commission, and shall administer the Municipality's planning activity not delegated to the Planning and Zoning Commission pursuant to this Charter or ordinances and resolutions of the Municipality. The Director of Development and the Department of Development shall administer and coordinate the Municipality's efforts and activities with respect to economic development within the Municipality. The Director and Department of Development shall have additional powers, functions and duties as provided in this Charter, the ordinances and resolutions of the Council and the laws of Ohio and as directed by the Mayor.

6.05 Department of Public Service.

(A) The Department of Public Service shall be headed by the Director of Public Service, who shall be appointed by the Mayor to serve at the pleasure of the Mayor and may be removed by the Mayor without cause.

(B) The Department of Public Service shall consist of a Division of Water, a Division of Water Reclamation, a Division of Streets, Lands & Buildings, a Division of Urban Forestry, a Division of Storm water, a Division of Parks and such other Divisions or units as created, from time to time, by ordinance or resolution. The Director of Public Service shall direct and control the activities and work of the Department of Public Service with respect to the Municipality's utilities, including but not limited to water and sewer, and the Municipality's street, highways and other public grounds. The Department of Public Service and the Divisions thereof shall have such powers, duties and functions as provided by the Charter, ordinance or resolution and the general laws of Ohio and as directed by the Mayor.

City of Springfield: Chapter 129

129.01 Department of Community Development

DEPARTMENT ESTABLISHED.

A Department of Community Development is hereby established. The department consists of the Director of the Department of Community Development and such other officers and employees as are appointed. The department shall promote and protect equal opportunities within the City; administer the fair housing and human relations ordinances and policies of the City and the Human Relations Board; administer and enforce the minority business enterprise ordinances of the City; coordinate and administer the City's housing programs; and coordinate neighborhood activities. The department shall foster safe and orderly development within the City; coordinate administration of the department, coordinate Community Development Block Grant, Urban Development Action Grant, Economic Development Administration and similar federally-funded economic development programs and activities; supervise the planning, subdivision, and zoning responsibilities of the City; administer and enforce the building, heating, electrical, housing, and property maintenance codes of the City; coordinate the City's nuisance abatement efforts; and perform such other duties as required by City Charter or ordinance.

(Ord. 08-111. Passed 4-8-08.)

129.04 CODE ENFORCEMENT DIVISION.

A Code Enforcement Division of the Department of Community Development is hereby established. The Code Enforcement Division shall administer and enforce the Housing Maintenance Code, enforce the Zoning Code, and work to abate public nuisances.

(Ord. 04-347. Passed 11-23-04.)

141.01 DEPARTMENT ESTABLISHED.

A Service Department is hereby established. The Department consists of the Service Director and such other officers and employees as are appointed. All authority, responsibilities and duties vested in the offices of Director of Utilities and of Director of Public Works prior to December 31, 2000, are, on and after December 31, 2000, vested in the Service Director.

(Ord. 00-456. Passed 12-19-00.)

141.02 PUBLIC WORKS

The Service Department shall maintain and regulate the use of City streets and grounds; administer and enforce the City's tree ordinances; maintain the City's motor vehicles and rolling stock together with an inventory of parts and supplies; and perform such other duties as required by City Charter and ordinance.

The Service Department shall furnish, maintain and operate the City's water and sewer utilities and perform such other duties as required by City Charter and ordinance.

(Ord. 00-456. Passed 12-19-00.)

City of Ashland, Ohio

133.02 DIVISIONS.

The following divisions are created within the Department of Public Services:

- (a) Street Division.
- (b) Sewage and Sewers Division.
- (c) Engineering Division.
- (d) Sanitation Division.
- (e) Water Division.
- (f) Park and Recreation Division.

(Ord. 76-67. Passed 12-28-67.)

148.01 ESTABLISHED; AUTHORITY.

The City of Ashland Building Department is hereby established.

The Building Department shall have full authority to enforce all laws, statutes and regulations as provided and authorized in the Ohio Revised Code and the Ohio Administrative Code pursuant to the Certification approved by and Certification rule adopted by the Ohio Board of Building Standards. (Ord. 22-13. Passed 5-21-13.)

Mansfield, Ohio

CHAPTER 137 Department of Public Safety and Service (point of reference)

137.01 MERGER OF OFFICES.

(a) Under authority of Ohio R.C. 733.03, the positions and offices of Safety Director and Service Director are hereby declared to be merged and combined as a single official office with all the powers and duties of the Service Director and the Safety Director as are established by law and the Codified Ordinances.

(b) The position of Public Works Director is hereby created and shall be responsible for those matters specifically directed to him pursuant to these Codified Ordinances and such other departments or matters specifically directed to him by the Mayor.

(c) Under authority of Ohio R.C. 737.01, whoever shall be appointed Safety-Service Director by the Mayor need not be a resident of Richland County, Ohio at the time of appointment, but shall become a resident of Richland County, Ohio within six months of the appointment.

(Ord. 12-056. Passed 3-6-12.)

City of Wooster

CHAPTER 123 Department of Administration

123.04 COMMUNITY SERVICE AND DEVELOPMENT DEPARTMENT.

There shall be a Community Service and Development Department with the following divisions: Building Standards, Recreation and Community Center, Planning and Zoning, and Economic Development. The Mayor may designate a Community Services and Development Director, or designate a division manager within the Development Department to assume the additional responsibilities of the Development Director. The division managers in the Community Service and Development Department shall have control and supervision over the employees and work in their divisions.

(Ord. 2013-32. Passed 8-19-13.)

123.06 PUBLIC WORKS DEPARTMENT.

There shall be a Department of Public Works with the following divisions: Public Properties Maintenance; Engineering; and Utilities. The Mayor may designate a Director of Public Works or designate a division manager within the Public Works Department to assume the additional responsibilities of Public Works Director. The division managers in the Department of Public Works shall have control and supervision over the employees and work in their division.

(Ord. 2013-32. Passed 8-19-13.)

