



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 10, 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 – November 26, 2018

4. NEW LEGISLATION/DISCUSSION ITEMS

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

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 11/26/2018) (First Reading 11/13/2018).

- b. 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. (First Reading 11/26/2018).
- c. 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 Third Reading) (First Reading 11/26/2018).

6. LEGISLATION FOR THIRD READING

- a. 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. (Second Reading 11/26/2018).
- b. 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. (Second Reading 11/26/2018).
- c. 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. (Second Reading 11/26/2018).

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 November 26, 2018

Ward 2 Councilmember Brett Luzader called the meeting to order at 7:58 PM

Call to Order - Roll Call

PRESENT: Luzader, Baker, Bryant, Skinner, Joseph

ABSENT:

Approval of Agenda

Agenda stands approved.

Approval of Minutes

- a. Public Service and Transportation Committee – Committee Meeting – November 13, 2018

RESULT:	ACCEPTED
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NEW LEGISLATION/DISCUSSION ITEMS

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. --- Luzader. Public Service and Transportation Committee.

Mr. Sampson: The purpose of this legislation is to enter into an agreement with the Solid Waste Authority of Central Ohio to accept a community recycling cart grant. This has no impact on the Rumpke contract that Council just approved. For the next three years Rumpke will continue to pick up the recyclables in their red bins. This legislation is strictly for the grant contract. The cost of each 64 gallon cart is \$45.02. SWACO will pay \$22.50 for each 64 gallon cart purchased. The recycling partnership will pay an additional \$7.00. The cost to the City is then \$15.52 for each 64 gallon cart purchased. If council decides to move forward with the grant, I will have future legislation for the appropriation to purchase the carts. Questions?

Mr. Luzader: Are there any questions from members of the committee for Mr. Sampson on this item? Mr. Skinner.

Mr. Skinner: Yea, I would just like to clarify, make sure that the red bins that we currently have will still be able to be used and picked up, people do not have to switch over to the blue bins immediately, correct?

Mr. Sampson: That's correct. You know, our contract with Rumpke stipulates that they can use either the new recycle, if council approves it, they can use either the new 64 gallon bins or they can use their red bins for the next three years.

Minutes Acceptance: Minutes of Nov 26, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
November 26, 2018

Mr. Skinner: Thank you.

Mr. Spalding: So what have we estimated the cost will be that the City will have to outlay for, in order to do this. I understand were getting money from Rumpke, which is great. But we're still have to put up our share. Do we have an estimate of what that would be?

Mr. Sampson: It's roughly \$160,000.00.

Mr. Spalding: And with that, like each of us up here and out there would get, would get a new bin right?

Mr. Sampson: That's correct. That's correct and then you know, we will decide administratively how we will be reimbursed for the price of those carts.

Mr. Cotner: Marshall, I'll just help break that down a little. The cost per person is only going to be about \$15.50, roughly per person. And if I read the contract right, that can be split over quarterly payments for the three, for the next three years.

Mr. Sampson: It can be. Its really up to the City how they want do it. They can bill it in one payment or they can split it over the course of the year and do \$5.00 payments.

Mr. Luzader: I think there was at \$250.00 per payment charge.

Mr. Hood: The payment terms you guys are referring to are our payment terms with SWACO. Not our costumers, not our residents. So if we chose to pay it over the period of three years we can make two payments per year. There is a service fee with that because there's more administrative costs with that. But the INAUDIBLE of the legislation this evening is, is do you want to participant in this grant program or do you not? But as the service director said and we verified with Rumpke, this not does not change our contract with them at all, you haul it t the curb and mark it recyclage, you haul it to the curb say yard waste or solid waste, they will take it.

Mr. Sampson: Yes, that's correct. How we reimburse SWACO, they are giving us a payment plan, schedule for that, that we do have to pay fees for. Or we can pay it in when one lump sum then decide how we want to be reimbursed by the individual residents.

Mr. Luzader: Questions?

Mr. Clemens: Yea, I had a question. And I didn't understand. It doesn't pertain to all of us, I mean is this, if you don't want it you don't have to have it? Am I correct or not?

Mr. Sampson: That's correct.

Mr. Clemens: But I mean were not gonna get one, you know. We don't want it, we don't get it. We use what we have.

Minutes Acceptance: Minutes of Nov 26, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
November 26, 2018

Mr. Sampson: That's correct. Yes. You know for the next three years, yes it doesn't change the contract terms with Rumpke.

Mr. Clemens: Yea I don't care about that, but I mean we get, we're, what I'm saying is we use what we have.

Mr. Sampson: That's correct.

Mr. Clemens: And that's so the people don't have to, but were talking about spending \$150,000.00 or whatever more, whatever it is, of public funds to subsidize other people that want to pay their \$15.00 or something, am I correct or not?

Mr. Sampson: Well, you know we will come up with a payment plan...

Mr. Clemens: It's going to be City plan, City money, public money.

Mr. Sampson: Yes...

Mr. Clemens: Your not going to pay it out of your pocket I mean, \$150,000.00...

Mr. Sampson: And then we will bill the residents for the price of those recycle bins.

Mr. Clemens: That's correct, it will be paid out of public funds so that means that the people that don't want it will still subsidized paying, helping the people pay the \$15.00.

Mr. Sampson: Well if you chose not to recycle that's your choice.

Mr. Clemens: But its true. But they are going to be paying it, is what I'm saying. Anyhow, personally I don't see any reason for it but its up to the rest of them. If I'm not having people beat down the door or wanting to buy em' but I've had people that we've had here that discus that they are not in favor it. And so that's the way I feel about it.

Mr. Sampson: And what like we, and all this evening, this is for to accept or not accept a grant. You really have three choices. You can accept a grant, the roll out would occur in the Spring time. The cost for that roll out is included in the price of the cans. You can wait, you can wait a year or two. We've got three years remaining on the contract with Rumpke, you can wait a year or two. If you decide to move forward at that time you can but the grant money will not be available. Or you can say no, you know we don't want to participate in the grant program, we don't want the carts and we will see what you know what we can negotiate in three years, contractually with waste providers. Its your choice.

Mr. Luzader: Mr. Joseph.

Minutes Acceptance: Minutes of Nov 26, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
November 26, 2018

Mr. Joseph: Thank you chairmen. You partially answered one of the questions I had. Just to get clarification. Someone who doesn't want to initially participate can continue using the red cans but they could get one of those new recyclable cans at some point during that three years correct? Lets say a year and a half later they decide I want to participate, can they get, will they have access at one at that time?

Mr. Sampson: You know our goal is, you know we're going to be in the waste can business at that point. We're going to, and the same with our senior residents. We plan to buy, they have a 32 gallon bin we plan to buy a quantity of those and have those available for residents that don't want to the 64 gallon bin. But we'll also have a quantity of the 64 gallons that you know, on stock that if a resident decides if they do want to get into it after that period of time they can.

Mr. Joseph: But they'd have to pay the full price of the unit at that point?

Mr. Sampson: Well we're gonna buy, we're gonna buy the extra cans at the reduced rates. So...

Mr. Joseph: Ok so they would still pay whatever they would have paid at the beginning?

Mr. Sampson: It would, yea they'd pay the \$15.00, yea \$15.50.

Mr. Joseph: Ok, now during this three year period anyone that wants to remain with the current system of the small red cans, will they have still have access to getting replacements as the ones they have might get dmedged or destroyed, lost, stolen whatever.

Mr. Sampson: Yea, we will continue to stock those in City Hall.

Mr. Joseph: And those will continue to be no cost, correct?

Mr. Sampson: That's correct. And Rumpke has agreed that if you want to switch, you have your new cans, you want to switch over, they are going to have a couple of dates where they will pick up the red cans, set them out and they will pick them up and remove them from your household.

Mr. Joseph: So will collection be on different days depending on what kind of cans you have?

Mr. Sampson: No.

Mr. Joseph: For the recyclable?

Mr. Sampson: No, the Rumpke contract remains the same...

Mr. Joseph: Ok, so they'll collect whether you have the red or the new can on the same day regardless of what you have.

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
November 26, 2018

Mr. Sampson: We will have to work that out Mr. Joseph. I don't know what they, they've agreed to do it twice. And it would make sense to do it on trash day. When they are out.

Mr. Joseph: Ok, thank you very much.

Mr. Luzader: Just to make sure I'm correct, we're going to buy 64 gallon bin for basically every private residents in the City?

Mr. Sampson: That's correct.

Mr. Luzader: And then we'll store them until whomever decides they want one.

Mr. Sampson: Well, they'll bill them after. We're paying for both the purchase of the carts and the company that SWACO worked the agreement out with, you know. We will do the roll out in the Spring. We wont be taking you know, 12,000.

Mr. Luzader: Yea, so were buying them all.

Mr. Sampson: But were buying them.

Mr. Luzader: Ms. Bryant.

Ms. Bryant: Mr. Sampson do we know the red bucket is available for up to three years. Do we know is it going to be obsolete after that or is it just anybody's guess?

Mr. Sampson: It's anybody's guess.

Ms. Bryant: Ok.

Mr. Sampson: You know we've been, and that's what we've been meeting biweekly since February with SWACO and they are pushing their communities toward you know a mechanical lift cart. Primarily to be cost effective when this contract comes up.

Ms. Bryant: Thank you.

Minutes Acceptance: Minutes of Nov 26, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 November 26, 2018

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 11/26/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 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: This has been introduced for awhile now and I don't have much more to say about it. I've already said what its for, what its going to do and the reason why so we can skip that.

Mr. Skinner: Yea, I was just wondering if Mr. Hood would mind standing up and just stating whether or not he feels the same as he did at last meeting.

Mr. Hood: Again, I haven't changed my mind as far the building division. You know I think that there is arguments on both sides and like I said its difficult to tell with matters of purely local issues because you don't have a lot of case law. To decipher charter amendments. I asked you all to look at the information that was provided as I did. Didn't look like any of the charters that were provided mirror ours in that they don't talk about specific departments in their charters. They appear to be creatures of ordinance which you absolutely have the purview of changing ordinances. That being said, there's a whole bunch of other changes in there that you know don't really invoke charter provisions. So, to answer your question in a short fashion Mr. Skinner, no I have not changed my mind. I think that I'm right.

Mr. Skinner: Thank you sir.

Mr. Luzader: Are there any other comments from members of the committee?

Mr. Baker: To be honestly I think I'm right, when I interpret this, I do think it will help us but like I said, I've said all I need to say about it. We just need to vote, so I would like to make a motion to vote and send this on for a second reading.

Mr. Joseph: That'd be for first reading.

Mr. Baker: Or for first reading, I'm sorry. First reading, thank you.

Minutes Acceptance: Minutes of Nov 26, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 November 26, 2018

Mr. Clemens: I've got just one. That gives us two that were talking about the same thing. I don't see... we've already sent to council by, of your committee and this would be the second one?

Mr. Luzader: Well this one here actually, this one actually moves the building department to the development director.

Mr. Clemens: I know, right.

Mr. Luzader: I think the other one your referring to is the rental registration program.

Mr. Clemens: Right, and we're working on that one.

Mr. Luzader: We're still working on that one.

Mr. Clemens: Yea. We're going to pass them both is that it?

Mr. Luzader: Well this is just to send it council for a first reading now. Is there any further discussion?

RESULT:	REFERRED TO COUNCIL [3 TO 2]	Next: 11/26/2018 7:34 PM
MOVER:	Stacie Baker, At-Large Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Baker, Bryant, Joseph	
NAYS:	Luzader, Skinner	

LEGISLATION FOR EMERGENCY ADOPTION

108-18

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT AGREEMENT ON BEHALF OF THE CITY OF REYNOLDSBURG FOR PLANNING, DESIGN OF AN ASSET MANAGEMENT PLAN; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 11/26/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

109-18

Minutes Acceptance: Minutes of Nov 26, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 November 26, 2018

ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, DESIGN ENGINEERING & BIDDING SERVICES FOR THE EAST MAIN STREET AND TAYLOR ROAD TURN LANE; APPROPRIATING FUNDS THEREFORE AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 11/26/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

110-18

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: AMENDING SECTION 1183.04 USE REGULATIONS AND DEVELOPMENT STANDARDS OF CHAPTER 1183 PLANNED NEIGHBORHOOD DEVELOPMENT DISTRICT. --- Luzader. Public Service and Transportation Committee.

Mr. Luzader moved to amend to the redraft date of 11/26/2018 to include the emergency language. Secunder by Council woman Bryant. Affirmative vote by voice- all in favor of motion. Motion to amend carries.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 11/26/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Stacie Baker, 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: I guess this is here for second here in regard to having an inspection system and registration system for rental housing within the City. Mr. Hood and I had a conversation prior to the meeting, become aware that there were some cases out there that I think we probably need to examine before we move further on this. I'd like to do some research and I'm sure Mr. Hood is doing his own as well. We will put our heads together and see what we can come up with so I would like to table this for tonight.

Minutes Acceptance: Minutes of Nov 26, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 November 26, 2018

RESULT: **ITEM HELD**

Next: 12/10/2018 7:32 PM

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: Yea, I'd like to talk about this for a moment. I'd like to amend this motion and move it forward as a 3% increase rather than the 4. And going back over the numbers and sitting down with auditor Cicak as well as Joni, because Joni really runs a lot of those water numbers. The balances were sufficient, I believe anyway. And the CIP fund, we can get by with the 3% route rather than a 4%. The difference is about \$200,000.00, but I think that were ok, that we'll be alright as far as, we're always worried about you know if we have water main breaks or something of this magnitude. But number one, I'm not sure that the \$200,000.00 would go that far if we did have a major break. Last time we did have a major was not that long ago where we had to do Main Street, it was \$2,000,000.00. But remember we didn't dip into the CIP funds for that. We bonded it. Because it was so massive. So I think when we have an opportunity to give a break to our tax payers, I think that we owe that to them. That's why I would like to amend this if we can.

Ms. Bryant: Councilmen Spalding, in your conversation with the people in the auditors office, did you get any sense that we could possibly avoid putting an increase on and just deal with the Columbus increase?

Mr. Spalding: I think that we need some leverage, alright, going forward each year. Because I think we have to continue to build a reserve overtime. What would we like to get up to? Somewhere between a 2-3 million is ok, but we'd like to get that moving forward. Remember there's also a surcharge that was put on about 4 or 5 years ago. So as we start we want to start increasing that to get out to about a 4 or 5 over time. But I think where we can, where its not going to hurt us, I think that we owe that back to the tax payer. But I don't think going all the way down to 2, I think that, that could put us into a danger zone.

Mr. Clemens: Yea, if you think about it, and which we all have. I think that would be improvement to reduce it. To 3%. Because if there is something to be done, we know we have to take care of it. We have to come up with the money, I mean its not like we're broke or something like that. So, in the interim we would be building the fund up and if we didn't use it were in good shape but if we had to use it, we use it and we still would be able to come up with money elsewhere. So I mean I don't think its, its something that we do every year and I can understand why, you know I've seen them working on the lines and so forth. You had to back in your days I know what its like. And so it does eat the money up but if we were lucky enough to go through and not have to use it, it'd be good for public and also good for us I think. I wouldn't mind doing something like that for the one year and see how it works out.

Mr. Spalding: I will make a, for the comment. I did go back and find a year where in fact we did do that, Ms. Bryant, and in fact we did get hit the next year. We went below, we went below

Minutes Acceptance: Minutes of Nov 26, 2018 7:32 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
 November 26, 2018

\$1,000,000.00 and we don't want to get below that. So I did go back and find one example of one year. Because I remember the Mayor mentioned done time we did do that and that did show me number wise, that wasn't a good situation.

Ms. Bryant: I saw that, ok.

Mr. Luzader: I'm not in favor of making a motion to amend tonight, since were actually only going for a second reading. I'd like to maybe take a closer look at this and maybe have anybody else check and see if they have any questions maybe get with the Auditors Office, the Service Director, the Water Superintendent and make sure wherever we are. Because I think one of the things we also want to keep in mind even though we did bond the Main Street project, I think with our community center and everything else, we're probably getting close to our maximum on bonding capabilities. And the Auditors not here tonight so I'd like to at least check on that and see where we're at. So if that's the case, I don't want that fund to get too low. Mr. Joseph.

Mr. Joseph: Thank you chairmen. I agree. I think that gives us a little more time to ponder that proposal by Councilmen Spalding. And just to clarify any amendment like that, in committee would have to be proposed by committee member or once if gets to Council anybody could do it at that point, just for clarification, thank you.

RESULT:	REFERRED TO COUNCIL [UNANIMOUS]	Next: 11/26/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

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: 11/26/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

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: 11/26/2018 7:34 PM
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

Minutes Acceptance: Minutes of Nov 26, 2018 7:32 PM (Approval of Minutes)

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: **December 10, 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
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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.

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

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

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

DATE: **December 10, 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
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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. The exterior and interior common areas of any building containing more than one residential dwelling unit may be inspected at any time.
- D. Interior inspections of residential dwelling units shall be performed 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 is

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
- (4) Upon the request or consent of a tenant(s) of a rental dwelling unit.

§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.

REYNOLDSBURG CITY COUNCIL
COMMITTEE LEGISLATION and/or DISCUSSION REQUEST FORM

TO: Safety (Community Development, Safety, Service or Finance)

FROM: Chet A. Hopper, Chief Building Official DATE: October 15, 2008

REQUEST FOR: Amend Section _____ of Chapter 1391
 Discussion only _____ Other Legislation _____

SUBJECT: Rental Registration

***** INCLUDE ALL PERTINENT INFORMATION BELOW AND/OR ATTACHED.*****

The legislation attached is new language being introduced to create a rental registration program.

Request for: Rules Suspension _____ or Emergency _____

Reason for Emergency: _____ Immediate preservation of the public peace, health or safety

_____ Financial needs of the City's government

Statement of Necessity: To provide the building department an additional resource to better protect the

public health and safety.

Re: Contracts or expenditures exceeding State of Ohio limit for competitive bidding as of 6/1/92 or for expenditures for any purpose which have not been included in current budgets.

---City Attorney action requested:

- (1) 3011 approval as to form;
 (2) _____ approval as to form with comments;
 (3) _____ not approved as to form with comments;
 (4) _____ additional comments from City Attorney: _____

---City Auditor action requested: N/A

- (1) _____ Unencumbered funds available in Account # _____
 (2) _____ Funds expected to be available on _____ (Date)
 From _____ (Source)
 (3) _____ additional comments from City Auditor: _____

Note: Please submit nine copies of request on Yellow paper to the Council Office by deadline (see Council Rules).
 Jan2006

CHAPTER 1391

Rental Registration

1391.01 Purpose	1391.09 Local Agent Required
1391.02 Scope	1391.10 Notices
1391.03 Definitions	1391.11 Performance Review
1391.04 Registration of Rental Property	1391.12 Severability
1391.05 Application Requirements	1391.13 Effective Date
1391.06 Registration Renewal	1391.14 Fee Schedule
1391.07 Change in Ownership	1391.99 Penalty Section
1391.08 Fees	

1391.01 Purpose.

The purpose of the City of Reynoldsburg's Rental Registration adopted herein is to assure that rental housing in the City is maintained in a good, safe, sanitary condition and does not create a public nuisance or blighted conditions. To ensure these conditions and to aid in the enforcement of the Property Maintenance Code, Building Code, and other relevant provisions of Reynoldsburg Code of Ordinances, the City of Reynoldsburg hereby establishes this Rental Registration for all applicable residential rental units within the City.

1391.02 Scope.

This Ordinance applies to any dwelling unit and its accessory units that are leased as rental units located within the City of Reynoldsburg and are not owner occupied, with the following exceptions:

- (1) I-1 use group (assisted living facilities), as defined in the Ohio Building Code;
- (2) I-2 use group (nursing homes), as defined in the Ohio Building Code;
- (3) R-1 use group (hotels, motels), as defined in the Ohio Building Code;

1391.03 Definitions.

The following words and phrases, when used in this Ordinance, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires. Where terms are not defined through the methods in this section, such terms shall have ordinary accepted meanings such as the context implies.

Building Official means the Chief Building Inspector, or his/her authorized designee.

Duplex means a building with two (2) Units.

Local Agent means one or more persons who has charge, care, or control of a building in, or part thereof, in which rental units are maintained.

Owner means one (1) or more persons, jointly, severally or in common, limited liability corporation, or any organization, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgage in possession. As used herein, an organization shall include a corporation, trust, estate, partnership, association or any other legal or commercial entity. The term shall not include a lessee who previously occupied a rental unit and who is subleasing the unit for the remaining part of his or her lease.

Property Maintenance Code means Chapter 1389 of the City of Reynoldsburg Code of Ordinances, as amended.

Rental Property means a structure with one or more residential units which are leased for occupancy, and are not owner occupied. However, it does not include property excluded in Section 2.

Rental Unit means one (1) or more rooms in a structure arranged, designed and used as a residence or living quarters by one (1) or more persons who are not its owner(s), and contained within a rental property as defined herein.

Rent, Rented or Rental means any payment made to an Owner or an Owner's agent pursuant to a rental / lease agreement.

Single Family Dwelling means a structure with one (1) rental unit

Building Code means the current building code used and adopted by the city for enforcement purposes.

1391.04 Registration of Rental Property.

After the effective date of this Ordinance, it shall be unlawful for any owner, as defined herein, to lease or operate a rental property without registering it with the City of Reynoldsburg Building Division and complying with the provisions of this Ordinance, together with other applicable codes and ordinances of the City of Reynoldsburg. The registration of rental properties required herein shall expire on the 31st day of December of each year.

1391.05 Application Requirements.

Rental registration shall be filed with the Building Division and accompanied by a fee as established in the Fee Schedule in Section 1393.14 of this Ordinance. Registration shall include the following information:

- a) Name, street address and telephone number of the owner of the rental unit.
- b) Name, street address and telephone number of the owner's agent responsible for the management of the premises of the rental unit.
- c) Legal address of the rental unit with the parcel ID.
- d) Number of units in each building within the rental property.
- e) Occupancy as permitted under the building code, or as specified in the Certificate of Occupancy.
- f) Signed statement of owner and owner's agent indicating that he/she is aware of the City's Building codes and Property Maintenance codes and the legal ramifications for violating said codes.
- g) The name and address of the registered agent, if the owner is a corporation or other business entity.
- h) Name and social security numbers of each adult tenant.

1391.06 Registration Renewal.

If there are no changes in ownership or agent representation, renewals of the registration may be made by filling out the Registration Renewal form furnished by the City and paying the appropriate fee.

1391.07 Changes in Ownership.

Within thirty (30) days of any change of ownership of a rental property, the new owner shall reregister the property by filing the registration information and form set forth in Section 5. There shall be no additional charge for the remaining period of the annual registration. A change of ownership

shall include any change in ownership rights, including execution of a land contract, whether recorded or not.

1391.08 Fees.

a) It being the goal of the City that a Registration be self-supporting, the Building Official shall establish schedule of registration fees: These fees shall be based on the number of rental units owned by the same individual or corporation. The Building Official shall review income from fees and expenses of this program, and make recommendations to the Council on any appropriate adjustments in the fee schedule. Fees shall also be set for failure to register, incomplete registration information, and failure to register by the due date.

★ b) HUD assisted low-income permanent housing projects for seniors, persons with disabilities, and/or homeless individuals shall be eligible for a waiver of fees by the Building Official.

1391.09 Local Agent Required.

The owner of any rental unit covered by this ordinance shall be available to respond to an emergency on a 24 hour per day basis. This requirement may be met by maintaining an operating business or owner residence within sixty (60) miles of the rental unit, or by use of a local agent who resides within Franklin County or an adjoining county, either of whom can be contacted on a 24 hour per day basis. If a local agent is used, the owner shall provide the City with the name, address, and telephone number of the local agent in addition to owner information. A post office box, mailing address, or long distance 800 numbers shall not be deemed sufficient to meet the provisions of this section.

1391.10 Notices.

Any written notice required to be given to the Owner of a Rental Property under this Ordinance shall be addressed to such Owner at the address provided for such Owner in the application for registration.

1391.11 Performance Review.

The Building Division, Service Department, and the Legal Department of the City shall conduct a thorough evaluation of this Ordinance eighteen (18) months after its effective date. The review process shall include public input and comments on the Rental Registration strengths, weaknesses and effectiveness. The Departments shall tender a written report to the Mayor and Council summarizing their findings and recommendations. This report shall be tendered in a timely manner but not later than three (3) months after the commencement of the review and evaluation process.

1391.12 Severability.

If any section, provision, or part of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect and the application thereof to other persons, entities, or circumstances shall not be affected thereby.

1391.13 Effective Date.

This Ordinance shall become effective thirty (30) days after it is passed by the City Council and signed into law. The rental registration and inspection program will begin on January 1st, 2009.

1391.14 Fee Schedule.

- (a) Single Family Dwelling— Per Building \$50.00
- (b) Duplexes — Per Building \$100.00
- (c) Apartments within the same complex owned by the same owner, up to 99 units \$50.00 per unit
- (d) Apartments within the same complex owned by the same owner, up to 199 units \$40.00 per unit
- (e) Apartments within the same complex owned by the same owner, up to 299 units \$30.00 per unit
- (f) Apartments within the same complex owned by the same owner, over 300 units \$25.00 per unit
- (g) Failure to register within 5 business days may be punishable by section 10 of this chapter
- (h) Late registration \$50.00 plus registration fees
- ★ (i) Late registration fees can be waived for first time applicants at the discretion of the Chief Building Official

1391.99 Penalty Section.

- (a) Whoever violates any provision of this chapter is guilty of a minor misdemeanor for the first offense and a misdemeanor of the fourth degree for any subsequent offense.
- (b) The penalty provisions are in addition to the payment of the appropriate fee set forth in section 1391.14 above. Each calendar day for which the violation persists constitutes a separate offense.

① Citations to owner & Tenant

② Counties look into

City Council**Stacie Baker****7232 E. Main Street****Reynoldsburg OH 43068****614-704-3423 Phone****ORDINANCE REQUEST**

DATE: December 10, 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
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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 Provision of 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.

Attachment: 2018-10-5 Memo from Mayor (Amending Code Moving Building Dept to Development)

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.

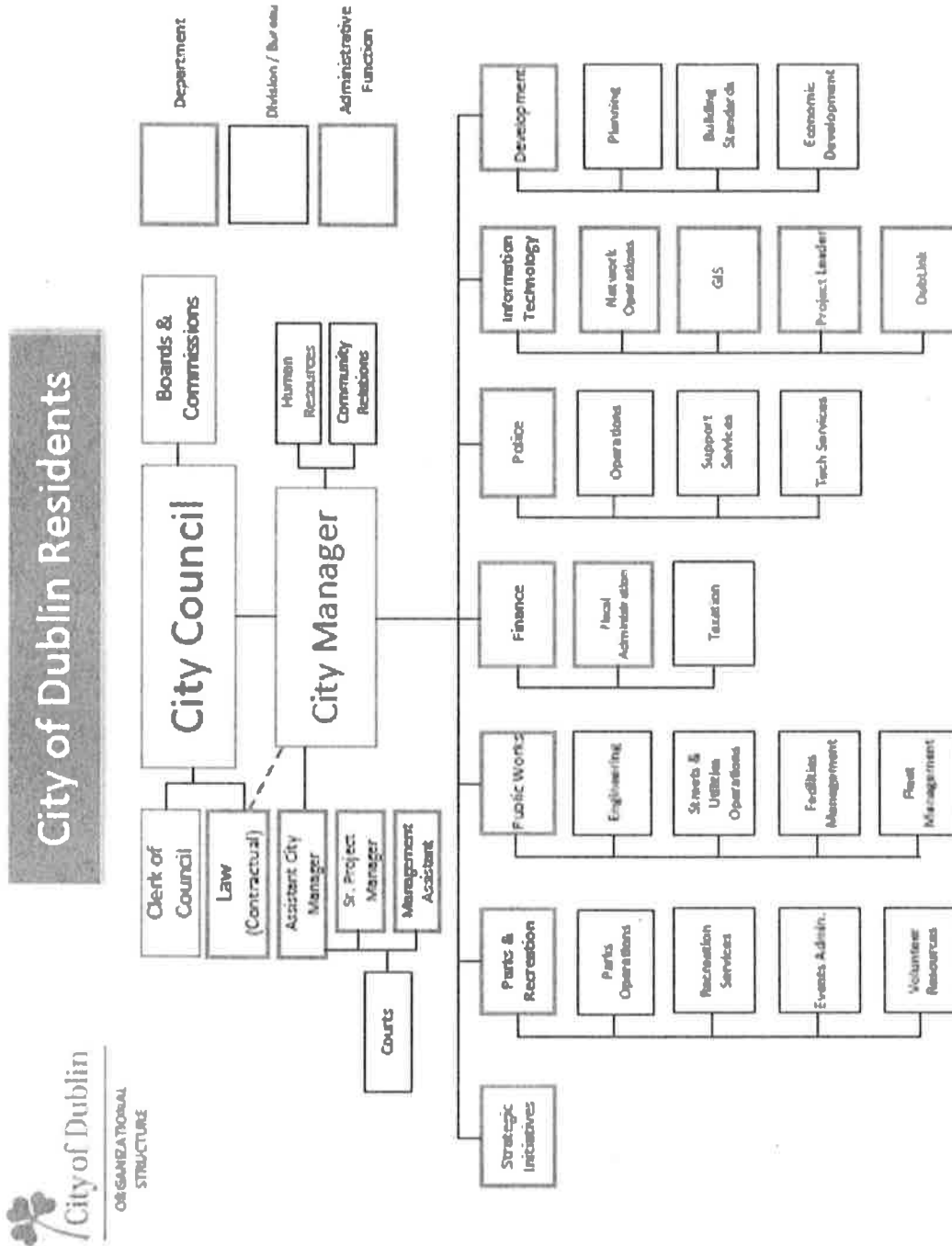
There shall be a Community Service and Development Department with the following divisions: Building Standards, Recreation and Community Center, Planning and Zoning, and Economic Development. The Mayor may designate a Community Services and Development Director, or designate a division manager within 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.)



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

DATE: December 10, 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
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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 data 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

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: December 10, 2018

TO: Public Service and Transportation Committee

RE: 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.

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak
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I am requesting an ordinance authorizing to increase 2018 water rate from \$7.81 per 1,000 gallons to \$8.12per 1,000 gallons. It is a 4 percent increase from 2018.

953.01 Water Rate Schedule

(a) Charges for water furnished by the municipally-owned water system shall be at the rate of ~~seven dollars and eighty one cents (\$7.81) per thousand gallons effective January 1, 2018.~~ EIGHT DOLLARS AND TWELVE CENTS (\$8.12) PER 1000 GALLONS EFFECTIVE JANUARY 1, 2019.

If the rate was increased 3% the text would be as follows:

953.01 Water Rate Schedule

(a) Charges for water furnished by the municipally-owned water system shall be at the rate of ~~seven dollars and eighty one cents (\$7.81) per thousand gallons effective January 1, 2018.~~ EIGHT DOLLARS AND FOUR CENTS (\$8.04) PER 1000 GALLONS EFFECTIVE JANUARY 1, 2019.

WATER COLUMBUS RATE	WATER USAGE											2012	2013	2014	2015	2016	2017	2018 EST	2019 EST	2020 EST	2021 EST
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011										
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	Actual	Actual	EST	EST	EST	EST
POPULATION (LOW GROWTH)	32,069	32,796	32,796	32,878	32,943	33,059	33,544	35,787	35,818	35,970	35,970	35,970	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	131	727	0	82	65	116	485	2,243	31	152	0	0	377	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOUNTS	45	249	0	28	22	40	166	768	11	52	0	0	129	61	63	153	0	0	0	0	0
LOW GROWTH WATER USAGE	1,079,048,344	1,143,641,884	1,101,025,332	1,177,256,256	1,272,466,932	1,250,096,496	1,226,491,860	1,178,168,816	1,179,615,448	1,260,340,356	1,270,911,092	1,272,627,004	1,199,875,776	1,185,138,815	1,119,929,506	1,106,330,118	1,050,353,546	1,112,138,940	1,152,826,950	1,152,826,950	1,152,826,950
POPULATION (HIGH GROWTH)	32,069	32,796	32,796	32,878	32,943	33,059	33,544	35,787	35,818	35,970	35,970	35,970	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	-184	727	0	82	65	116	485	2,243	31	152	0	0	377	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOUNTS	-63	249	0	28	22	40	166	768	11	52	0	0	129	61	63	153	0	0	0	0	0
HIGH GROWTH WATER USAGE	1,079,048,344	1,143,641,884	1,101,025,332	1,177,256,256	1,272,466,932	1,250,096,496	1,226,491,860	1,178,168,816	1,179,615,448	1,260,340,356	1,270,911,092	1,272,627,004	1,199,875,776	1,185,138,815	1,119,929,506	1,106,330,118	1,050,353,546	1,112,138,940	1,152,826,950	1,152,826,950	1,152,826,950
POPULATION INCREASE	-127	727	0	82	65	116	485	2,243	31	152	0	0	377	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOUNTS	-44	249	0	28	22	40	166	768	11	52	0	0	129	61	63	153	0	0	0	0	0
COMPOSITE WATER USAGE	1,079,048,344	1,143,641,884	1,101,025,332	1,177,256,256	1,272,466,932	1,250,205,704	1,226,491,860	1,178,168,816	1,179,615,448	1,260,340,356	1,270,911,092	1,272,627,004	1,199,875,776	1,185,138,815	1,119,929,506	1,106,330,118	1,050,353,546	1,112,138,940	1,152,826,950	1,152,826,950	1,152,826,950
90% OF USAGE IS BILLABLE																					
Gallons per day per pop	92.19	95.54	91.98	98.10	105.83	103.61	100.17	90.20	90.23	96.00	96.80	96.93	90.44	88.89	83.58	81.57	77.44	82.00	85.00	85.00	85.00
Percentage Usage received	89%	88%	85%	82%	80%	78%	75%	79%	76%	69%	69%	69%	70%	72%	71%	77%	75%	77%	77%	77%	77%

	Water Fund											Water Fund				Water Fund						
	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018 EST	2019 EST	2020 EST	2021 EST	
REVENUES																						
SERVICE CHARGES	2,352,242	2,562,378	2,489,968	2,543,000	2,909,210	3,045,055	3,294,953	3,978,340	4,136,754	4,452,982	4,914,612	5,361,149	5,426,893	5,535,225	5,391,111	6,155,472	6,063,979	6,516,687	7,212,648	7,501,154	7,801,200	
CIP FEE													329,220	766,830	740,128	789,716	777,494	834,104	887,677	887,677	887,677	
CAPACITY FEE	815,385	805,316	608,181	342,944	612,933	222,380	223,238	232,562	8,745	38,470	32,060	51,878	27,400	73,990	79,276	14,599	29,726	20,000	20,000	20,000	20,000	
OTH SOURCES (BONDS)	374,850	0	991,738	0	0	0	1,800,000	862,223	842,538	379,010	117,282	1,002,474	97,262	63,119	63,119	63,119	1,563,119	0	0	0	0	
TOTAL SYSTEM REV.	3,542,477	3,367,694	4,089,887	2,885,944	3,522,143	3,267,435	5,318,191	5,073,125	4,988,037	4,870,462	5,063,954	6,415,501	5,880,775	6,439,164	6,273,634	7,022,906	8,434,318	7,370,791	8,120,325	8,408,830	8,708,877	
EXPENSES																						
COLUMBUS CONTRACT	1,649,859	1,854,482	1,848,548	2,079,729	1,743,268	3,165,462	2,745,078	2,994,347	3,312,973	3,706,367	4,254,971	4,371,469	4,446,762	4,434,232	4,293,718	4,429,778	4,335,100	4,604,864	4,868,802	5,014,866	5,165,312	
O & M	606,097	594,665	620,891	644,228	606,172	616,111	611,195	593,869	701,403	694,357	651,064	568,293	773,929	637,105	638,853	761,198	697,941	732,838	762,152	792,638	824,343	
TRANSFER TO GEN FUND	75,000	75,000	75,000	106,748	106,748	106,748	106,748	106,748	106,748	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	
CIP/ OTHER TRANSF.			167,489		821,688	159,960	1,502,690	218,428	745,891	224,226	94,352	808,623	99,763	353,836	892,756	392,899	937,116	2,346,329	720,105	718,269	721,545	
DEBT SERVICE	644,029	261,905	1,254,842	345,624	347,063	343,561	416,129	1,397,435	346,659	453,112	412,781	443,750	480,786	340,274	316,396	315,872	382,553	365,757	367,758	369,594	369,594	
TOTAL EXP	2,974,986	2,786,052	3,966,770	3,176,329	3,624,939	4,391,841	5,381,840	5,310,827	5,213,674	5,206,639	5,541,745	6,320,712	5,929,817	5,894,024	6,270,300	6,028,324	6,481,287	8,178,365	6,847,393	7,023,943	7,209,372	
NET OP. INCOME	567,491	581,642	123,117	-290,385	-102,796	-1,124,406	-63,649	-237,702	-225,638	-336,177	-477,791	94,789	-49,042	545,140	3,334	994,582	1,953,031	-807,574	1,272,932	1,384,887	1,499,505	
FUND BAL / TOT EXP	0.91	1.18	0.86	0.98	0.83	0.43	0.34	0.30	0.26	0.20	0.10	0.10	0.10	0.19	0.16	0.36	0.63	0.40	0.67	0.85	1.03	
FUND BALANCE	2,710,042	3,291,684	3,414,801	3,124,416	3,021,620	1,897,214	1,833,565	1,595,863	1,370,225	1,034,048	556,257	651,046	602,004	1,147,144	1,150,478	2,145,060	4,098,091	3,290,517	4,563,448	5,948,336	7,447,841	
Columbus Rate	1.59	1.59	1.67	1.82	1.95	2.04	2.24	2.61	2.84	3.08	3.31	3.57	3.72	3.72	3.83	3.98	4.10	4.14	4.22	4.35	4.48	
% Increase	10.42%	0.00%	5.03%	8.98%	7.25%	4.50%	10.00%	16.50%	8.50%	8.50%	7.50%	8.00%	4.00%	0.00%	3.00%	4.00%	3.00%	1.00%	2.00%	3.00%	3.00%	
Reynoldsburg Rate	2.45	2.55	2.65	2.65	2.87	3.13	3.57	4.28	4.64	5.13	5.59	6.12	6.49	6.49	6.81	7.22	7.51	7.81	8.13	8.45	8.79	
% Increase	19.51%	4.08%	3.92%	0.00%	8.30%	9.00%	14.00%	20.01%	8.50%	10.50%	9.00%	9.50%	5.97%	0.00%	5.00%	6.00%	4.00%	4.00%	4.00%	4.00%	4.00%	

2012	2013
804,927.00 Phase I Huber	98,099.53 Huber Water Line
Phase II Huber	1,663.24 Summit Rd
Hydraulic Water Model	0.00 Misc bal in CIP fee collected
3,696.00 Summit	99,762.77
808,623.00	
2014	2015
18,081.00 Misc Water projects	25,572.00 Misc Water projects
10,442.00 Brice Rd	212,268.00 Huber Water Line
319,936.00 Huber Water Line	216,449.00 E Broad Water Tank
1,000.00 E Broad St Tank	438,467.00 Furth
4,377.00 Furth Dr Waterline	
373,957.46 carryover	892,756.00
727,793.46	
2016	2017
908.00 Brice Road	Misc Water projects Current YR CIP receipts
25,170.00 Taylor Rd	7,801.00 Furth
10,477.00 E Broad Water	929,054.00 2017 Main st waterline
67,341.00 Furth	Main Street
7,205.00 2015 Street	261.00 Brnarcliff
280,177.00 Brnarcliff	
1,621.00 2017 Main St	937,116.00
392,899.00	
2018	2019
810,632.00 Bal of 2017 water line	887,676.75 Misc Water projects
-165,623.00 2018 Debt pmt from CIP	-167,572.00 2019 Debt Payment
1,489,320.00 carryover from 2017 (CIP TAB)	
212,000.00 misc equipment	720,104.75
2,346,329.00	
2020	2021
887,677.00 2020 CIP	887,677.00 2021 CIP
-169,408.00 debt payment Main St	-166,131.00 debt payment Main St

PAUL HELLMAN

Water/Wastewater Superintendent
 CITY OF REYNOLDSBURG
 7232 EAST MAIN STREET
 REYNOLDSBURG, OHIO 43068
 (614) 322-4500 voice Ext 4503
 (614) 575-4573 fax
Phellman@ci.reynoldsburg.oh.us



MEMORANDUM

DATE: October 22, 2018

TO: Mayor Brad McCloud, Director of Public Service Bill Sampson, Public Service and Transportation Committee, Brett Luzader.

RE: 2019 Water and Sewer Rates

Please find attached the proposed water and sewer rate increase for 2019. We are requesting a 4% increase for water rates and a 4% increase in sewer rates, an overall 4% increase. The average water bill will increase to \$8.12 for water and \$8.29 for sewer a month based on 22,400 gallons used in a quarter a total of \$14.11 additional per bill.

Columbus is raising their rates for water and sewer. During the budget meetings the rates went up from what was expected. The rates they came up with for 2019 are 2% for water and 3% for sewer. We will be raising our water rate 2% and sewer rates 1% over what Columbus raised and is charging.

INCREASE

Water	4.0% increase 2019 (\$7.81/1000 gallons) 2018 (\$8.12/1000 gallons)
Sewer	4.0% increase 2019 (\$7.97/1000 gallons) 2018 (\$8.29/1000 gallons)

Increase

\$0.31	per 1000 gallons a month water
\$0.32	per 1000 gallons a month sewer

Attachment: 2019 Water and Sewer Rates memo 10-22-2017 4% (2019 Water Rates)

Proposed Rates - 2019

- Water: 2.0%
 - Sewer: 3.0%
 - Storm: 1.0%
- Overall % Increase To Residential Bill:
2.49%

- Average Estimated Quarterly Residential Bill \$ Increase: **\$6.89**
- Average Estimated Annual Residential Bill \$ Increase: **\$27.56**
- **Low income and senior discounts continue.**

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE: December 10, 2018

TO: Public Service and Transportation Committee

RE: 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.

Approval:

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

I am requesting an ordinance authorizing to increase 2019 wastewater rate from \$7.97 per 1,000 gallons to \$8.29 per 1,000 gallons. It is a 4 percent increase from 2018.

945.02 Sewer Rate Schedule

(a) Sewer charges for any building or premises shall be based on water consumption for the buildings. Sewer rental charges are hereby established for all residential, commercial and industrial users, effective ~~January 1, 2018 seven dollars and ninety six cents (\$7.96) per 1,000 gallons.~~ JANUARY 1, 2019 AT THE RATE OF EIGHT DOLLARS AND TWENTY NINE CENTS (\$8.29) PER 1,000 GALLONS.

PAUL HELLMAN

Water/Wastewater Superintendent
 CITY OF REYNOLDSBURG
 7232 EAST MAIN STREET
 REYNOLDSBURG, OHIO 43068
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Columbus is raising their rates for water and sewer. During the budget meetings the rates went up from what was expected. The rates they came up with for 2019 are 2% for water and 3% for sewer. We will be raising our water rate 2% and sewer rates 1% over what Columbus raised and is charging.

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\$0.31	per 1000 gallons a month water
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	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018 est	2019 est	2020 est	2021 est
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Est.	Est.	Est.	Est.	Est.
POPULATION (LOW GROWTH)	33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOL	40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0
LOW GROWTH WATER USAGE	898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	786,634,860	786,634,860	786,634,860	786,634,860	786,634,860
POPULATION (HIGH GROWTH)	33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOL	40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0
HIGH GROWTH WATER USAGE	898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	786,634,860	786,634,860	786,634,860	786,634,860	786,634,860
POPULATION (COMPOSITE)	33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOL	40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0
COMPOSITE WATER USAGE	898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	786,634,860	786,634,860	786,634,860	786,634,860	786,634,860
Gallons (1,000)	Gallons (1,000)	881,998	867,687	842,748	840,131	712,074	802,359	765,714	769,183	708,310	748,129	786,635	786,635	786,635	786,635	786,635
Rate	Rate	4.93	5.43	5.75	5.87	6.23	6.51	6.78	6.92	7.26	7.37	7.67	7.97	8.29	8.62	8.97
Revenue	Revenue	4,351,338	4,708,810	4,847,873	4,929,478	4,439,235	5,227,187	5,191,542	5,253,805	5,143,311	5,513,939	6,029,645	6,270,831	6,521,664	6,782,530	7,053,832
Clean River Chg	Clean River Chg	273,752	301,127	319,195	325,579	345,114	552,071	656,458	659,820	679,615	0	0	0	0	0	0
Charged ERU's	Charged ERU's	16,412	16,412	16,412	16,412	16,412	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571
Sewer Only	Sewer Only	4,077,586	4,407,682	4,528,678	4,603,899	4,094,121	4,675,116	4,535,084	4,593,985	4,463,696	5,513,939	6,029,645	6,270,831	6,521,664	6,782,530	7,053,832
Sewer Rate	Sewer Rate	4.62	5.08	5.37	5.48	5.75	5.83	5.92	5.97	6.30	7.37	7.67	7.97	8.29	8.62	8.97
Savings 3 people	Savings 3 people	33.99	38.00	41.47	42.43	53.07	75.34	93.88	103.26	105.06	0.00	0.00	0.00	0.00	0.00	0.00
1 ERU	1 ERU	16.68	18.35	19.45	19.84	21.03	21.66	21.88	22.31	22.98	0.00	0.00	0.00	0.00	0.00	0.00
Net Savings	Net Savings	17.31	19.65	22.02	22.60	32.04	53.68	72.00	80.95	82.08	0.00	0.00	0.00	0.00	0.00	0.00
Percentage Usage received		97%	98%	100%	101%	99%	112%	102%	104%	99%	103%	103%				

Sewer Fund

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018 est	2019 est	2020 est	2021 est
REVENUES																
SERVICE CHARGES	3,901,568	4,250,095	4,702,336	4,912,021	4,898,864	4,976,268	5,335,069	5,385,480	5,262,845	5,273,279	5,686,814	5,792,739	6,270,831	6,521,664	6,782,530	7,053,832
CIP FEE								163,581	370,661	358,810	381,544	376,664	393,317	393,317	393,317	393,317
OP TRANSFERS	82,355	51,155	51,155	51,155	149,131	63,119	63,119	0		0	841	106	2,837	5,568	8,299	11,030
Bond Proceeds/other fees							350,000	293								
TOTAL REV	3,983,923	4,301,250	4,753,491	4,963,176	5,047,995	5,039,387	5,748,188	5,549,354	5,633,506	5,632,089	6,069,199	6,169,509	6,666,985	6,920,549	7,184,147	7,458,179
COLUMBUS CONTRACT	3,723,543	3,547,245	4,509,338	4,014,423	3,988,405	4,245,656	3,393,121	4,397,768	3,341,155	5,047,072	4,373,958	4,484,248	4,859,459	5,005,243	5,155,400	5,310,062
Clean River Charge	0	0	0	320,475	328,075	350,504	552,071	708,503	667,122	853,354	58,551					
O & M	382,506	409,232	302,379	419,263	398,420	333,014	432,456	593,338	634,512	684,601	675,528	638,252	663,782	690,333	717,947	746,665
OTHER /projects			0	199,614	390,102	261,438	336,467	35,267	53,653	579,751	98,284	218,209	1,097,736	443,317	443,317	0
Debt Payments					182,533	394,897	229,740	190,632	190,338	102,387	104,200	102,581	39,924	39,945	39,945	39,945
TRANSFR TO GEN FUND	85,399	85,399	85,399	85,399	105,199	109,407	109,562	109,562	109,562	109,562	109,562	109,562	109,562	109,562	109,562	109,562
TOTAL EXP	4,218,934	4,052,247	4,992,293	5,062,333	5,400,022	5,697,865	5,092,895	6,035,070	4,996,342	7,376,727	5,420,083	5,552,852	6,770,463	6,288,400	6,466,171	6,206,233
FUND BAL / TOT EXP	0.66	0.75	0.56	0.53	0.44	0.30	0.46	0.31	0.50	0.10	0.26	0.36	0.28	0.41	0.51	0.73
NET OP. INCOME	-235,010	249,003	-238,802	-99,157	-352,027	-658,478	655,293	-485,716	637,164	-1,744,638	649,116	616,657	-103,478	632,149	717,976	1,251,946
FUND BALANCE	2,796,716	3,045,719	2,806,916	2,707,760	2,355,733	1,697,255	2,352,548	1,866,832	2,503,996	759,358	1,408,474	2,025,131	1,921,653	2,553,802	3,271,778	4,523,723

Columbus Rate	3.86	4.13	4.54	4.82	4.91	5.21	5.36	5.42	5.53	5.69	5.88	6.06	6.18	6.36	6.55	6.75
	16.68%	7.00%	10.00%	6.00%	2.00%	6.00%	3.00%	1.00%	2.00%	3.00%	3.29%	3.00%	2.00%	3.00%	3.00%	3.00%
Clean River Charge	0.34	1.39	1.53	1.62	1.65	1.75	1.80	1.82	1.86	1.92						
		309%	10.00%	6.00%	2.00%	6.00%	3.00%	1.00%	2.00%	3.00%						
Reynoldsburg Rate	4.49	4.93	5.43	5.75	5.87	6.23	6.51	6.78	6.92	7.26	7.37	7.67	7.97	8.29	8.62	8.97
	15.00%	10.00%	10.00%	6.00%	2.00%	6.25%	4.50%	4.07%	2.00%	5.00%	1.50%	4.00%	4.00%	4.00%	4.00%	4.00%

2008
Target wall
Dreier
150,000
82,000
232,000

2012
Ohio EPA
SSES CIP
Yrly Cleaning
154,775
181,040

2013
Ohio EPA
CIP Fee Rec'd
Summit Rd
34,973
0
294

2009

Rosehill Rd	51488	opwc grant
blacklick	148126	
	199614	

2010

computer

	86012	
Ohio EPA	304091	942960-3 yr
	390103	

2011

Ohio EPA	254132
Misc Sewer	7306
	261438

Summit Rd	652	35 267
	336,467	

2014

C/O Sewer Reh:	13 684
Brookside	39,969
Sewer CIng	0
CIP Fee Rec'd	0
c/o to next yr	53,653

2016

Sewer Cleaning	50,000.00
CIP Fee Rec'd	381,543.99
2015 carryover	219,504.00

651,047.99

2018

Sewer Cleaning	50,000.00
CIP Fee Rec'd	393,317.43
carryover 2017	594,419.00
pole barn	60,000.00
	1,097,736.43

2020

Sewer Cleaning	50,000.00
CIP Fee Rec'd	393,317.43

443,317.43

2015

Sewer Cleaning	
CIP Fee Rec'd	
brookside	232,890.00
sewer rehab	346,861.00
	579,751.00

2017

Rocky Den	218,209.00
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218,209.00

2019

Sewer Cleaning	50,000.00
CIP Fee Rec'd	393,317.43

443,317.43

2021

Sewer Cleaning	50,000.00
CIP Fee Rec'd	393,317.43

443,317.43

Proposed Rates - 2019

- Water: 2.0%
 - Sewer: 3.0%
 - Storm: 1.0%
- Overall % Increase To Residential Bill:
2.49%

➤ Average Estimated Quarterly Residential Bill \$ Increase: **\$6.89**

➤ Average Estimated Annual Residential Bill \$ Increase: **\$27.56**

➤ Low income and senior discounts continue.

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

DATE: December 10, 2018

TO: Public Service and Transportation Committee

RE: 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.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak
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The term of the lease will be for a period of twenty (20) years with an option to renew the lease for two (2) additional ten (10) years each. Lease agreement attached.

Lease**LANDLORD:**

City of Reynoldsburg, Ohio

TENANT:

The Young Men's Christian Association of Central Ohio

PREMISES:

7215 E. Main Street

Reynoldsburg, Ohio

DATE:

June 13, 2018

TABLE OF CONTENTS

ARTICLE I LEASE OF PREMISES

- Section 1.01 Premises
- Section 1.02 Reservation
- Section 1.03 Partner Space
- Section 1.04 Sponsorship Rights
- Section 1.05 Landlord Contribution of FFE

ARTICLE II TERM

- Section 2.01 Term
- Section 2.02 Delivery of Premises
- Section 2.03 Tenant Acceptance Agreement
- Section 2.04 Renewal Option

ARTICLE III RENT

- Section 3.01 Base Rent
- Section 3.02 Expense Contribution
- Section 3.03 Payments by Tenant
- Section 3.04 Triple Net Lease

ARTICLE IV TAXES AND UTILITIES

- Section 4.01 Taxes
- Section 4.02 Utilities

ARTICLE V SECURITY DEPOSIT

- Section 5.01 Deposit

ARTICLE VI LANDLORD'S AND TENANT'S WORK/ALTERATIONS

- Section 6.01 Performance of Landlord's Work and Tenant's Work
- Section 6.02 Alterations by Tenant
- Section 6.03 Alterations by Landlord

ARTICLE VII USE OF PREMISES

- Section 7.01 Use
- Section 7.02 Legal Requirements
- Section 7.03 Special Membership Rates
- Section 7.04 Tax-Exempt Bond Requirements
- Section 7.05 Exclusive Use
- Section 7.06 Program Collaboration
- Section 7.07 Community Center Name
- Section 7.08 Intermittent Landlord Use
- Section 7.09 Landlord Office Space

ARTICLE VIII INSURANCE, INDEMNITY AND LIABILITY

- Section 8.01 Building Insurance

- Section 8.02 Other Tenant Insurance Coverage
- Section 8.03 Landlord Insurance
- Section 8.04 Tenant's Contribution to Landlord's Insurance
- Section 8.05 Covenants to Hold Harmless
- Section 8.06 Liability of Landlord to Tenant

ARTICLE IX ENVIRONMENTAL COVENANTS, REPRESENTATIONS AND WARRANTIES

- Section 9.01 Tenant's Compliance with Environmental Laws
- Section 9.02 Indemnification
- Section 9.03 Landlord's Liability

ARTICLE X SIGNAGE

- Section 10.01 Signage
- Section 10.02 Partnership Recognition

ARTICLE XI REPAIRS AND MAINTENANCE

- Section 11.01 Landlord's Obligations - Premises
- Section 11.02 Tenant's Obligations - Premises
- Section 11.03 Common Areas

ARTICLE XII DESTRUCTION OF PREMISES

- Section 12.01 Continuance of Lease
- Section 12.02 Reconstruction; Rent Abatement

ARTICLE XIII EMINENT DOMAIN

- Section 13.01 Eminent Domain

ARTICLE XIV ASSIGNMENT, SUBLETTING, AND ENCUMBERING LEASE

- Section 14.01 Assignment, Subletting and Encumbering
- Section 14.02 Landlord Assignment

ARTICLE XV SUBORDINATION

- Section 15.01 Lease Subordinate
- Section 15.02 Attornment
- Section 15.03 Estoppel Certificate

ARTICLE XVI EVENTS OF DEFAULT

- Section 16.01 Events of Default
- Section 16.02 Landlord's Remedies
- Section 16.03 Additional Remedies and Waivers
- Section 16.04 Mediation

ARTICLE XVII DEFAULT BY LANDLORD

- Section 17.01 Landlord's Default
- Section 17.02 Remedies of Tenant
- Section 17.03 Mediation

ARTICLE XVIII NON-WAIVER OF DEFAULT

Section 18.01 Non-Waiver of Default

ARTICLE XIX NOTICES

Section 19.01 Notices

ARTICLE XX END OF TERM

Section 20.01 Return of Premises

Section 20.02 Holding Over

ARTICLE XXI COVENANT OF QUIET ENJOYMENT

Section 21.01 Covenant of Quiet Enjoyment

ARTICLE XXII MISCELLANEOUS PROVISIONS

Section 22.01 Memorandum of Lease

Section 22.02 Indemnification for Leasing Commissions

Section 22.03 Governing Law

Section 22.04 Successors and Assigns

Section 22.05 Severability of Invalid Provisions

Section 22.06 Complete Agreement; Amendments

Section 22.07 Inability to Perform

Section 22.08 No Option

Section 22.09 Time of the Essence

Section 22.10 Authorized Signatory

Section 22.11 Paragraph Captions

Section 22.12 Jury Trial

EXHIBITS:

Exhibit A:	Legal Description of City Land
Exhibit B:	Depiction of City Land
Exhibit C:	Depiction of Community Center Land
Exhibit D:	Depiction of Common Area Land
Exhibit E:	Site Plan
Exhibit F:	Landlord Space

LEASE AGREEMENT

This lease agreement ("Lease") is made and entered into on the 25th day of October, 2018 (the "Effective Date"), by and between the City of Reynoldsburg, Ohio, a political subdivision of the State of Ohio ("Landlord"), with a mailing address of 7232 E. Main Street, Reynoldsburg, Ohio 43068 and the Young Men's Christian Association of Central Ohio, an Ohio not for profit corporation ("Tenant"), with a mailing address of 40 West Long Street, Columbus, Ohio 43215.

BACKGROUND INFORMATION

A. The City of Reynoldsburg is the owner of a fee simple title to two separate parcels of real estate totaling approximately 11.6 acres located on the east and west sides of Davidson Drive between E. Main Street and Huber Park in Reynoldsburg, Ohio, more particularly described as **Exhibit A** and depicted as **Exhibit B**, attached hereto (hereinafter referred to as "City Land").

B. Pursuant to legislation passed by Reynoldsburg City Council ("Council") on July 24, 2017, the Landlord has determined that a Community Center facility shall be designed and constructed on the City Land. The project shall include the following: (a) an approximately 57,000 square foot facility to be constructed by Landlord on the City Land and comprised, among other things, of a natatorium, locker rooms, gymnasium, fitness center and administrative offices ("**Community Center**"), (b) controlled outdoor areas that include an outdoor swimming pool and other outdoor amenities ("**Outdoor Venues**"), and (c) parking lots, sidewalks, walking paths, and dumpster pads ("**Common Areas**"). The Community Center, Outdoor Venues and Common Areas shall be constructed by the Landlord, currently scheduled to be commenced in 2018 and completed in 2019.

C. Landlord and Tenant desire that Tenant operate the Community Center, Outdoor Venues and Common Areas as a Community Center YMCA upon completion of construction thereof. To facilitate the same, Landlord and Tenant are entering into this Lease.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant do hereby agree to the foregoing Background information and do otherwise agree as follows:

ARTICLE I

LEASE OF PREMISES

SECTION 1.01 **Premises:** Upon and subject to the terms and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant takes and leases from Landlord the Community Center, Outdoor Venues and Common Areas (hereinafter collectively referred to as "the Premises") and other improvements now or hereafter located thereon. Said lease and demise shall include the right and easement of Tenant and its invitees to use on a non-exclusive basis in common with Landlord all Common Areas and appurtenances to be constructed on the Common Area land.

SECTION 1.02 **Reservation:** Notwithstanding the grant and demise set forth in Section 1.01 above, Landlord reserves for itself and its invitees the right and non-exclusive easement (a) upon, over, under, across and through the Leased Land, in locations approved by Landlord and Tenant, for the

purpose of installing utility lines and facilities serving any addition to the Community Center, and to use, operate, maintain, repair and replace the same for such purposes and (b) the right to connect said addition to the Community Center at the agreed upon locations in accordance with design plans and specifications approved by Landlord and Tenant. Notwithstanding anything contained herein to the contrary, Landlord agrees that such rights and easements reserved by Landlord pursuant to this Section 1.02 shall be used in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operation of the business of Tenant.

SECTION 1.03 **Partner Space:** (a) In the event that the Landlord shall elect to cause a partner space to be located on the Premises, Tenant agrees that it shall release from this lease an unimproved portion of the Common Area to accommodate the leasing thereof to a partner space operator selected and agreed to by both the Tenant and the Landlord; provided, however, that (i) the leasing and operation thereof shall not permit the conduct of operations in competition with the uses and activities conducted by Tenant on the Premises; (ii) the partner space design shall be compatible with the design of the Community Center; (iii) the partner space shall not interfere with access to, or visibility of, the Community Center; and (iv) sufficient parking shall be provided to support the partner space use.

(b) In accordance with Section 11.03(a), it is understood that the Tenant and the partner space operator will come to a separate financial arrangement between them for the sharing of common area maintenance (CAM) costs such as, but not limited to, parking lot resurfacing, landscaping, exterior lighting, and garbage removal.

SECTION 1.04 **Sponsorship Rights:** For the purposes of this agreement, "sponsorships" shall be considered to fall into one of four categories, each with its own form of unique recognition:

- (a.) **Capital Contribution/Building and Venue Naming Rights** is a sponsorship in which, in recognition of a substantial capital gift to the Landlord, commensurate with 10% or more of original building/venue construction costs, a donor can be recognized for their gift with a naming opportunity associated with the building/venue. It agreed to by both parties that the Landlord shall have the right to seek and retain 100% of the value of any naming right for the Community Center as a whole, but that the Tenant shall be consulted in advance of any arrangement being struck. It is also agreed that both parties must agree that the naming shall not undermine any pre-existing agreements that the Tenant has in place with other entities that would otherwise create a business risk for the Tenant. With respect to naming rights for specific venues that make up the Premises, the Tenant shall have the right to obtain naming right sponsorships for those venues with the expectation that 50% of the value of those sponsorships shall be supplied to the Landlord to offset Landlord debt on the facility. The Tenant shall be responsible for consulting with the Landlord on any venue sponsorship before any deal is struck.
- (b.) **Annual Sustaining Contribution/Annual Donor Recognition** is a form of sponsorship in which, in recognition of a gift of annual financial support to the Tenant, an individual or business may be recognized annually by the Tenant in a manner consistent with Tenant practices in other existing facilities, which may or may not include individual donor banners, placards or digital signs professionally designed and produced in accordance with the Y brand and charitable

giving guidelines. Both Landlord and Tenant are agreed that this a part of the Tenant's business model and charitable mission.

- (c.) **Corporate Strategic Partner/In-Branch Recognition** is a sponsorship in which, in recognition of a substantial multi-year investment in the mission of the YMCA, a small number of major corporate partners are recognized for their support and mission alignment inside all of the facilities owned and/or managed by the Tenant for the length of the multi-year commitment. The Tenant has the right to pursue these arrangements as important components of the Tenant business model and to design recognition programs that do not contradict Section 1.04(a) above.
- (d.) **Program, Event or Team Sponsor/Short-term Recognition** is a form of sponsorship in which, in exchange for financial or in-kind support of a Tenant program, event or team, a sponsor is provided visibility for their business logo for a limited period of time dependent upon the length of the program or event. Both the Landlord and the Tenant agree that this is an important aspect of the Tenant's business model and that the Tenant is free to pursue and recognize this type of sponsorship within the facility in a manner that is consistent with practices at similar Tenant owned and/or operated facilities.

SECTION 1.05 Tenant Contribution of FFE: (a) No later than the Commencement Date, Tenant shall invest at least Six Hundred and Fifty Thousand Dollars (\$650,000.00) for the purchase or leasing of furniture, fixtures and equipment, including but not limited to exercise equipment, office furniture, and office technology as determined in Tenant's sole discretion.

(b) With respect to FFE related to the Outdoor Pool or Day Camp environments, the Tenant and Landlord agree that those purchases will be made prior to the seasonal grand opening of those venues but not necessarily prior the Commencement Date.

(c) Tenant and Landlord agree that any item required by building, fire, energy, or health and safety codes will be the sole responsibility of the Landlord and not included in the Tenants initial FFE responsibility. Similarly, permanently secured equipment such as playground structures, waterslides and the like shall be the sole responsibility of the Landlord and not included in the Tenant's initial FFE responsibility.

ARTICLE II

TERM

SECTION 2.01 Term: The term of this Lease shall be for a period commencing on Tenant's Date of Possession (hereinafter also known as the "Commencement Date"), as hereinafter defined, and ending on the twentieth (20th) anniversary of the last day of the month in which the Commencement Date occurs, unless sooner terminated or extended as hereinafter provided (i.e., if the Commencement Date occurs on October 17, 2019, the term of this Lease shall expire on October 31, 2039). For purposes hereof, the term "Tenant's Date of Possession" shall mean the date upon which (A) Landlord's Work (as hereinafter defined) has been substantially completed, as more fully set forth in Article VI hereof, and possession of the Premises has been tendered to Tenant by Landlord, and (B) a certificate of occupancy (temporary or final) has been issued by applicable governmental authorities pursuant to

which Tenant is legally permitted to occupy the Premises without material impediment arising from incomplete or defective construction of Landlord's Work. To the extent that a final or unconditional certificate of occupancy has not been obtained on the Commencement Date, Landlord shall promptly after the Commencement Date complete all requirements therefor and apply for and obtain the same; upon receipt thereof, Landlord shall provide a copy to Tenant.

Any and all liens and encumbrances, including but not limited to mechanics' and materialmen's, that remain on the Premises as of the Commencement Date shall remain the sole responsibility of the Landlord.

SECTION 2.02 **Delivery of Premises:** Possession of the Premises shall be delivered to Tenant on Tenant's Date of Possession. Landlord shall use commercially reasonable efforts to cause Tenant's Date of Possession to occur as soon as is reasonably practicable, due regard being given to weather conditions, other acts of God and circumstances beyond control of the Landlord.

SECTION 2.03 **Tenant Acceptance Agreement:** On or about Tenant's Date of Possession, Landlord and Tenant shall execute an amendment hereto whereby the Commencement Date is established and possession of the Premises is accepted by Tenant, subject to completion by Landlord of the Punchlist items established pursuant to Section 6.01 hereof.

SECTION 2.04 **Renewal Option:** Tenant is hereby granted an option to renew this Lease for two (2) additional terms of ten (10) years each, on the same terms and conditions contained herein. Tenant shall exercise said option, if at all, by giving to Landlord written notice thereof on or before a date which is one hundred eighty (180) days prior to the expiration date of the preceding term. Said renewal options, and any exercise thereof, shall be null and void and of no force and effect if (i) there existed on the date of such exercise an Event of Default hereunder or (ii) there existed on the last day of the preceding term hereof an Event of Default hereunder. Except for such renewal options, there shall be no further renewal rights hereunder, except as expressly granted by or through Landlord in writing.

ARTICLE III **RENT**

SECTION 3.01 **Base Rent:**

- (a) Tenant agrees to pay Landlord base rent for the Premises in Consecutive annual installments of One Dollar (\$1.00) per Lease Year ("Base Rent"), commencing on the Commencement Date, and continuing on or before the first day of each succeeding Lease Year during the term of this Lease. A Lease Year shall be the period of twelve consecutive calendar months, the first of which shall commence on the Commencement Date, except that if the Commencement Date is a day other than the first day of the next succeeding calendar month, the first Lease Year shall commence on the first day of the next succeeding calendar month. Each succeeding Lease Year shall commence on the anniversary thereof. All such Base Rent shall be payable to the Landlord, in advance, on the first day of the Lease Year; provided, however, that Tenant shall have the right, at any time during the term hereof, to pay all or some of the Base Rent payable hereunder in advance of the date(s) when otherwise due and payable hereunder. Base Rent

shall be payable to Landlord at the address set forth in the first paragraph hereof, unless Landlord directs otherwise in writing.

- (b) Tenant shall pay to Landlord Base Rent for the Premises during the renewal term provided for in Section 2.04 hereof in consecutive annual installments of One Dollar (\$1.00) per Lease Year. All such Base Rent shall be payable to Landlord, and may be paid in advance, in whole or in part, as provided in Section 3.01(a) above.

SECTION 3.02 Expense Contribution: From and after the Commencement Date, Tenant shall pay to Landlord, as additional rent, (1) Taxes (as hereinafter defined) with respect to the Premises and Tenant's Proportionate Share of Common Area taxes, all as set forth in Section 4.01, (2) its Proportionate Share of Landlord's Insurance Premiums, as set forth in Section 8.03 and 8.04 and (3) its Proportionate Share of CAM Charges, as set forth in Section 11.03 (the foregoing being hereinafter collectively referred to as Tenant's "Expense Contribution").

SECTION 3.03 Payments by Tenant: Throughout the term of this Lease, Tenant shall pay the Landlord the Base Rent, Expense Contribution and all other additional rent, when and as the same shall be due and payable hereunder. Unless otherwise stated, all other sums of money or charges payable to Landlord from Tenant by this Lease are defined as "additional rent" and are due thirty (30) days after the rendering of an invoice therefor, without any deductions, set-offs, or counterclaims, and failure to pay such charges shall carry the same consequences as Tenant's failure to pay Base Rent. All payments and charges required to be made by Tenant to Landlord hereunder shall be payable in United States dollars, at the address indicated herein. No payment to or receipt by Landlord of a lesser amount than the then amount required to be paid hereunder shall be deemed to be other than on account of the earliest amount of such obligation then due hereunder. No endorsement or statement on any check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check in payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder.

SECTION 3.04 Triple Net Lease: Except as otherwise expressly set forth herein to the contrary, it is the express intent of Landlord and Tenant that the rent provided for in the Article III shall be absolutely net to Landlord and that Tenant shall pay, without deductions, setoffs or counterclaims, and save Landlord harmless from and against, all costs, taxes, insurance, expenses of maintenance, repair and replacement and other charges and expenses and obligations of every kind and nature whatsoever relating to the premises which may arise, be incurred or become due during the Term of the Lease, except as otherwise set forth in Article XI hereof.

ARTICLE IV

TAXES AND UTILITIES

SECTION 4.01 Taxes:

- (a) Notwithstanding the following, Landlord and Tenant acknowledge that it is their intent and expectation that the Premises and Common Areas shall be exempt from the payment of Taxes and that each shall, at their own respective cost and expense, take such actions as shall be required in an attempt to maintain such tax-exempt status for the Premises. However, Landlord makes no certification or representation as to the tax exempt status of the Premises upon which

the Tenant can or should rely and, in the absence of tax exempt status, Tenant shall make the payments provided for in this Section 4.01.

- (b) In addition to the Base Rent set forth in Section 3.01, above, Tenant shall pay, as they become due and payable and before they become delinquent, all Taxes which become due and payable after the Commencement Date throughout the Term of this Lease. For the purposes hereof, the term "Taxes" shall mean (1) any and all taxes and assessments now or thereafter levied upon the Premises and (2) Tenant's Proportionate Share of any and all taxes and assessments now or hereafter levied upon the Common Area Land and Common Area improvements. For purposes of this Lease, taxes include, without limitation, real estate taxes, personal property taxes, sewer rents, water rents, assessments (special or otherwise), transit taxes, any tax or excise on rentals or any other tax (however described) on account of rental received for use and occupancy of all or any part of the Premises, whether such taxes are imposed by United States, the State of Ohio, the county in which the Premises is located or any local governmental municipality, authority or agency, or any other political subdivision of any of the foregoing.
- (c) For the purpose of determining Taxes for any given Lease Year, the amount to be paid for such Lease Year shall be (1) with respect to assessments, the amount of the installments (and any interests) due and payable during such Lease Year, and (2) with respect to all other Taxes, the amount due and payable during such Lease Year without regard to the period for which any such Taxes are payable. Taxes shall not include any income, capital, stock, succession, transfer, gift, estate or inheritance tax.
- (d) Landlord shall without delay, transmit to Tenant all notices and statements received by the Landlord of Taxes payable with respect to the Premises. In the event that Taxes with respect to the Premises are separately assessed from all other property, Tenant shall pay such Taxes to the taxing authority on or before the date when due. In the event that Taxes with respect to the Premises are not separately assessed, Landlord shall pay the same on or before the date when due and Tenant shall reimburse Landlord an amount ("Tenant's Proportionate Share") equal to: (i) the product of the total portion of the tax bill relating to improvements in the Larger Tax Parcel (herein so called), multiplied by a fraction, the numerator of which is the actual number of square feet of floor area in the Community Center and the denominator of which is the total number of square feet of floor area in all improvements (including Tenant's improvements) located on the Larger Tax Parcel at the time of the assessment; plus (ii) the product of the total portion of the tax bill relating to the land area in the Larger Tax Parcel, multiplied by a fraction, the numerator of which is the actual number of square feet of land area in the Community Center Land and the denominator of which is the total number of square feet of land area in the Larger Tax Parcel (including the Community Center Land) at the time of the assessment. Promptly following receipt of a copy of any tax bill relating to the Premises, Landlord shall deliver to Tenant a copy thereof, together with Landlord's computation of the amount thereof owed by Tenant; within thirty (30) days after receipt of such tax bill, Tenant shall pay to Landlord tenant's Proportionate Share thereof. Promptly following payment of any tax bill relating to the Premises, Landlord shall deliver a copy of the paid receipt. In no event shall tenant be liable for any penalties or interest owing on such tax bill if Landlord fails to timely pay the same or fails to deliver the tax bill and computation to Tenant on or before the thirtieth (30th) day prior to the date upon which such penalties and/or interest begin to accrue.

- (e) In addition to payment or reimbursement of Taxes with respect to the Premises, Tenant shall reimburse Landlord for Tenant's Proportionate Share of Taxes attributable to the Common Area Land and the Common Area Improvements ("Common Area Taxes"). Promptly following receipt of any Common Area Tax bill, Landlord shall deliver to Tenant a copy thereof, together with a computation of the amount thereof owed by Tenant; within thirty (30) days after receipt of such Common area Tax bill, Tenant shall pay to Landlord Tenant's Proportionate Share thereof. On or before the date when due, Landlord shall pay any such Common Area Tax bill; promptly following payment of any Common Area Tax bill, Landlord shall deliver to Tenant a copy of the paid receipt. In no event shall Tenant be liable for any penalties or interest owing on such a tax bill if Landlord fails to timely pay the same or fails to deliver the tax bill and computation to Tenant on or before the thirtieth (30th) day prior to the date upon which such penalties and/or interest begin to accrue.
- (f) Tenant shall have the right to contest or review by legal or other proceedings, or in such other manner as Tenant may deem suitable, any assessed valuation, real estate tax or assessments; provided, that, unless Tenant shall have paid such tax or assessment under protest, Tenant shall furnish to Landlord a surety bond or other security satisfactory to Landlord securing the payment of such contested item or items and all interest, penalty and cost in connection therewith upon the final determination of such contest or review. Landlord shall, if so requested by Tenant, join in any proceedings for contest or review of such Taxes, but the entire cost of such proceedings (including any cost, expense or attorney fees sustained by Landlord in connection therewith, if said attorney shall have been previously approved by Tenant), shall be borne by Tenant. Any amount already paid by Tenant and subsequently recovered as a result of such contest or review shall be for the account of Tenant.

SECTION 4.02 Utilities: Tenant shall pay, in addition to Base Rent, the cost of all utility services provided to the Premises, including, but not limited to, all charges for gas, electricity, water, sanitary and storm sewer service, refuse or garbage collection, telephone services and all electrical lighting. Landlord shall have no liability or responsibility to Tenant for utility services or any interruption or interference thereof. In the event that Partner Space is constructed, Landlord agrees to include the following language in all lease agreements: "It is understood that Tenants shall separately come to a mutually agreeable arrangement for the sharing of applicable common area utilities or services expenses." NOTE: ALL TENANTS WILL HAVE SEPARATELY METERED UTILITIES TO SERVICE THEIR RESPECTIVE LEASED SPACE. TENANTS WILL BE REQUIRED TO PAY FOR THEIR UTILITIES DIRECTLY TO THE SUPPLIER OF THAT SERVICE. SHOULD TENANTS DESIRE TO "BUNDLE" THEIR ACCOUNTS TO NEGOTIATE MORE FAVORABLE RATES, THIS WILL BE SUBJECT TO THE APPROVAL OF THE LANDLORD, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

ARTICLE V

SECURITY DEPOSIT

SECTION 5.01 Deposit: Landlord and Tenant acknowledge and agree that Tenant has not and shall not be required to maintain with Landlord a security deposit for the performance and observance by Tenant of all of its obligations and covenants under this Lease.

ARTICLE VI
LANDLORD'S AND TENANT'S WORK/ALTERATIONS

SECTION 6.01 **Performance of Landlord's Work and Tenant's Work:**

- (a) Landlord at its sole cost and expense (except as otherwise set forth herein), shall construct, or cause to be constructed, with reasonable diligence, (i) the Community Center, Outdoor Venues and other improvements to the Premises, including but not limited to, utilities, parking fields, drive aisles, access roads, landscaping, exterior lighting, trash enclosures, signage and other exhibit features which are generally depicted on the site plan reflected on **Exhibit "E,"** attached hereto and made a part hereof, and more specifically detailed in the Approved Plan and referred to below (collectively, "Landlord's Work"). Landlord's Work shall be completed in compliance with the GMP plans and specifications of CT Consultants in consultation with Moody-Nolan Architects (the "Architects") and Gilbane Building Company (the "Builder") dated March 26, 2018, entitled City of Reynoldsburg, Reynoldsburg Community Center, Bid Number Gilbane Project # J07883.000, which GMP plans and specifications have been agreed upon and approved by Landlord and Tenant (the "Approved Plans"). The parties acknowledge that the Approved Plans provide for the construction of at least **230** parking spaces on the Common Area Land.
- (b) Landlord and Tenant acknowledge and agree that the Community Center Building has been designed, and shall be constructed, as a YMCA community center, with approximately 57,000 square feet of floor space, including (i) approximately 8,500 square feet of floor space for a fitness center, (ii) approximately 8,000 square feet of floor space for a gymnasium, (iii) approximately 1,000 square feet of floor space for multi-purpose uses, (iv) approximately 4,000 square feet of floor space for group exercise classes, (v) an indoor swimming pool with at least four lap lanes, recreational and teaching space, (vi) approximately 2,200 square feet for men's, women's and universal locker facilities, and (vii) additional offices and related amenities (the foregoing shall be generally referred herein as the "design Characteristics" of the Premises). The parties further acknowledge and agree that the Approved Plans comport with the design and construction standards of a YMCA fitness/community center and the foregoing Design Characteristics.
- (c) Landlord shall, promptly after the full execution of this Lease, commence to perform Landlord's Work strictly in accordance with the Approved Plans, and shall thereafter diligently prosecute to completion such construction. Construction shall be performed by construction managers and/or general contractors reasonably acceptable to Tenant.
- (d) Without the prior written acknowledgement of the Tenant (which consent shall not be unreasonably withheld, conditioned or delayed), Landlord shall not authorize any change order to the Approved Plans which (i) alters the design Characteristics in any material way or (ii) results in a material reduction in the quality and/or functional utility of the Premises.
- (e) Tenant shall have the right to request change orders to the Approved Plans, so long as (i) Landlord shall have consented to the requested changes, which consent shall not be

unreasonably withheld, conditioned or delayed, (ii) the cost to the Landlord of performing Landlord's Work, with such requested changes, shall not be increased, unless Tenant shall pay for such increased costs and (iii) such requested changes materially comply with the Design Characteristics. Notwithstanding the foregoing, however, if the need for the change order results from a material, inadvertent deviation from the Design Characteristics or a failure to comply with acceptable legal requirements, the increased costs arising from such a change order shall be borne by the Landlord.

- (f) Landlord and Tenant shall each appoint a designated representative to coordinate with each other the approval and construction process. Landlord's initial representative shall be City Services Director, William Sampson, or his designee, and Tenant's initial representative shall be YMCA Vice President of Facilities, Rich Zingale, or his designee. Tenant's representative shall have the right to attend weekly construction meetings with the construction manager and/or contractors and shall have the right, without prior notice (but subject to reasonable safety regulations), to enter the Premises for the purpose of inspecting the quality and progress of Landlord's Work. Tenant agrees that it shall not materially interfere with the progress of Landlord's Work by such entry. No such entry by Tenant shall be deemed an acceptance of the Premises. Tenant may make limited use of such facilities as are available during the course of pre-possession inspections.
- (g) Landlord's Work shall be substantially completed when all of the Landlord's Work has been completed in all respects except for Punchlist Items. "Punchlist Items" means a minor finishing detail that would not delay the scheduled or anticipated commencement, performance or completion of Tenant's Work or otherwise affect Tenant's ability to open and operate its business on the Premises.
- (h) Tenant's occupancy of the Premises shall not constitute acceptance thereof, but within fifteen (15) days of occupancy of the Premises by Tenant, Landlord and Tenant shall conduct a walk-through inspection of the Premises and based thereon, Tenant shall provide Landlord with a list of Punchlist Items still to be completed by Landlord (hereinafter referred to as the "Punchlist"). The Punchlist may be subsequently amended by Tenant to include items for correction which were not readily discernible upon walkthrough. Landlord shall promptly commence to complete or correct Punchlist items and shall use commercially reasonable efforts to complete the same within thirty (30) days after submission to Landlord of the Punchlist.
 - (i) Upon substantial completion of Landlord's Work, tenant shall provide fitness and office equipment for the operation of the Premises and shall complete any additional leasehold improvements of the Premises desired by Tenant which have been reasonably approved by Landlord ("Tenant's Work"). The equipment provided by Tenant shall be comparable in quality and amount to the equipment used by Tenant in the operation of other YMCA facilities. Tenant shall cause all of Tenant's work to be done in accordance with the provisions in Section 6.02 hereof, approved plans and specifications therefore and applicable law.

SECTION 6.02 Alterations by Tenant:

- (a) Tenant may not make any exterior or structural alterations to the Premises or any other alteration of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant may make any interior alterations which Tenant deems necessary or beneficial to Tenant's operation of the Premises, without requirement for the consent of Landlord thereto. All alterations to the Premises made by Tenant shall comply with the Americans With Disabilities Act and other applicable laws and regulations. Any such alterations shall be performed in a good and workmanlike manner by a contractor reasonably acceptable to Landlord and in accordance with applicable legal and insurance requirements and the terms and provisions of this Lease, and in quality equal to or better than the original construction of the Building. Tenant shall promptly pay all costs attributable to such alterations and improvements and shall indemnify Landlord against any mechanics' liens or other liens or claims filed or asserted as a result thereof and against any costs or expenses which may be incurred as a result of building code violations attributable to such work. Tenant shall promptly repair any damage to the Premises or to the Building caused by any such alterations or improvements. All such alterations erected by Tenant shall be and remain the property of Tenant during the term of this Lease. At the end of the Term hereof, such alterations erected by Tenant shall become the property of Landlord and Tenant shall have no obligation to remove the same and/or to restore Premises to its original condition.

Any trade fixtures installed on the Premises by Tenant at its own expense, such as counters, shelving, showcases, and the like shall, upon termination of the lease, revert to the Owner and shall not be removed. With respect to freestanding exercise and program equipment, computers and office furniture, the Tenant shall have the right to remove and shall bear the cost of such removal, provided that no Event of Default then exists hereunder. Tenant shall repair at its own expense any and all damage to the Premises resulting from such removal.

- (b) In the event that any mechanic's lien is filed against the Premises as a result of any work or act of Tenant, Tenant at its own expense, shall discharge or bond off the same within ninety (90) days from the filing thereof. If Tenant fails to discharge said mechanic's' lien, Landlord may bond off or pay the same without inquiring into the validity of the merits of such lien and all sums so advanced shall be paid on demand as additional rent.

SECTION 6.03 Alterations by Landlord:

Landlord shall neither make nor permit any other occupant of the Building to make any alteration thereto which would materially interfere with Tenant's use and operation of the Community Center, without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VII **USE OF PREMISES**

SECTION 7.01 USE

- (a) The Premises shall be occupied and used by Tenant for the operation of a YMCA community center and such other functions and activities as may be conducted from time to time by Tenant at other YMCA facilities. Except as otherwise set forth in this Lease, Tenant shall have the full right to operate

its business on the Premises without interference or restriction by Landlord or anyone claiming by, through or under Landlord.

(b) It is understood that, in addition to selling memberships and programs and raising charitable and grant revenue in support of the YMCA mission and cause, the Tenant will from time-to-time, as a relevant and common aspect of the Tenant's business model, allow other community and non-profit organizations, in return for a usage fee to be set by the Tenant, to utilize venues within the facility, and on rare occasions, the entire facility. Such opportunities shall be limited to individuals and outside non-profit groups, such as, but not limited to, schools, churches, health systems, and community organizations, for use in delivering their respective missions.

(c) Tenant covenants and agrees: (a) to use Premises in a safe, careful and lawful manner; (b) to report in writing to Landlord any defective condition which exists on the Premises; (c) to pay for any repairs to the Premises and the Building as hereinafter set forth in Article XI; (d) to permit Landlord and its employees and agents access to the Premises for inspection purposes at all reasonable times during business hours, subject to safety regulations and at Landlord's sole risk; (e) to pay the cost of all remodeling, redecorating, painting, alterations or additions required of or by Tenant during the term of this Lease; (f) to make all billing arrangements directly with the appropriate utility companies or the supply of gas, electricity, water, light, power and telephone/internet to the Premises, which shall be separately metered to the Premises; (g) to operate a YMCA community center generally in accordance with practices established by Tenant from time to time at other YMCA facilities owned and/or operated by Tenant; (h) to comply with all applicable governmental regulations, including but not limited to, the Americans with Disabilities Act, and (i) not to permit the use by any quasi-governmental or political subdivision for the use of the facilities on the Premises, except with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 7.02 Legal Requirements:

Tenant shall, at its own expense, comply with all laws, orders, ordinances and with directions of public officers thereunder, with all applicable Board of Fire Insurance Underwriters' regulations and other requirements respecting all matters of occupancy, condition, or maintenance of the Premises, whether such orders or directions shall be directed to Tenant or Landlord, and Tenant shall hold Landlord harmless from any and all costs or expenses on account thereof. Tenant shall procure and maintain all licenses and permits legally necessary for the operation of Tenant's business and allow Landlord to inspect them on request.

SECTION 7.03 Special Membership Rates:

Tenant shall have the right to set use charges and membership fees for the use of the Premises by its members and program participants. Tenant agrees that it shall, throughout the Term thereof, make available to residents of the City of Reynoldsburg and to persons employed in the City of Reynoldsburg and paying City of Reynoldsburg income taxes a special membership rate equal to 90% of the membership rate charged by Tenant to all others. Tenant shall also provide a daily fee rate to non-members, such rate to correspond with similar daily fee rates provided at other YMCA facilities in Central Ohio and to be subject to such rules and regulations with respect to the availability and administration thereof as Tenant may reasonably establish from time to time. Tenant shall give Landlord reasonable advance notice prior to implementing any change in use charges or membership fees.

SECTION 7.04 Tax-exempt Bond Requirements:

In conducting its business hereunder, Tenant shall not take, or permit to be taken, any action which would jeopardize the tax-exempt status of any bonds issued by Landlord to finance construction and/or acquisition of the Premises.

SECTION 7.05 Exclusive Use:

Landlord agrees that, during the full Term of this Lease, Tenant shall have the exclusive right within the Premises to operate for the purposes permitted by the provisions of Section 7.01 hereof; the Landlord shall not conduct activities on the Premises with members of the general public in competition with activities conducted by the Tenant.

SECTION 7.06 Program Collaboration (a) It is the spirit and intent of this Lease that the relationships created between Landlord and Tenant pursuant to this Lease, and for the benefit of the community members being served, will provide opportunities for the respective programs of Landlord and Tenant to complement, and not to compete with, the programs of the other, once it is determined who will be offering what programs and when. Both parties acknowledge that concessions will need to be made by each party with respect to programs central to both parties' business models. To this end, Landlord and Tenant agree that they shall meet at least quarterly to collaborate and to jointly plan programs that will be offered to the general public on the Premises and throughout the Reynoldsburg community. The Landlord and Tenant shall endeavor to involve community members as stakeholders in this planning work through the auspices of a Joint Program Advisory Committee jointly chaired by representatives of the Landlord and Tenant and made up of equal numbers of staff and volunteers representing the Landlord and Tenant with the combined number of volunteers always being in the majority. In the event agreement cannot be reached on any committee issue, the question shall be brought to the senior-most officials of both the Landlord and Tenant for discussion until such time as an agreement is reached.

(b) The Tenant and the Landlord agree to make available their mutual marketing channels for the joint promotion of respective programs, events and activities, provided that due notice is given for inclusion in those channels. Tenant and Landlord agree to share with one another expectations of due notice and process for submission and review of joint marketing and messaging materials.

SECTION 7.07 Community Center Name: Unless otherwise mutually agreed by Landlord and Tenant, Landlord and Tenant acknowledge and agree "YMCA" shall be included in the name of the Community Center. Upon final approval of the name of the Community Center, the parties agree to use such name in all advertisements, promotions and other references to the Community Center.

SECTION 7.08 Intermittent Landlord Use: The Tenant agrees that, from time to time, by request and at no charge, the Landlord may host meetings or special economic development events or socials on the Premises so long as those events do not interfere with the Tenant's ability to operate its business or require that the Tenant provide additional staffing in support of the event. If additional staffing is required, such as a lifeguard to monitor a poolside gathering, the Landlord will reimburse the Tenant for this expense. The right of the Landlord to use the premises, by request and at no charge, does not extend to programs or events for which the Landlord is charging a fee to participants in the

program event. Such instances shall be treated in the same manner as usage by any other non-profit or community organization.

SECTION 7.09 **Landlord Office Space:** The Tenant agrees that the Landlord shall have the right to maintain, at no charge, a common office area for the purposes of the Parks and Recreation program planning and administration. This space is designated in **Exhibit F**. Unless special arrangements are made at least 48 hours in advance, access by Landlord to the aforementioned office space shall be limited to Tenant operating hours. Landlord shall be responsible, at its sole cost and expense, for furnishing and equipping (FFE) the aforementioned office space. This agreement does not assume that Landlord access to Tenant telecommunications and servers to be a part of this arrangement and does assume that those details will need to be worked out subsequent to the execution of this Lease. In the event that emergency access is required, Tenant shall retain and have use of a key for the Landlord's office space.

ARTICLE VIII
INSURANCE, INDEMNITY AND LIABILITY

SECTION 8.01 **Building Insurance:** Tenant shall obtain and maintain, at its sole cost and expense, during the term of this Lease insurance insuring the Building against loss or damage by fire, lightning, windstorm, hail storm, vehicles, smoke, explosion, riot or civil commotion as provided by the Standard Fire and Extended Coverage Policy and all other risks of direct physical loss as insure against under Causes of Loss - Special Form, except that the Landlord and Tenant shall share equally in the insurance of the Premises against loss or damage by flood. **With the exception of the aforementioned flood insurance, the insurance coverage shall be for not less than 100% of the full replacement cost of the Premises for an agreed amount basis with the insurance carrier. Flood insurance coverage shall be consistent with National Flood Insurance program coverages. In all cases,** the Landlord shall be named as the insured and all proceeds of insurance shall be payable to Landlord, except as otherwise provided in Article 12.02 hereof. Said insurance shall contain an endorsement waiving the insurer's right of subrogation against Landlord and Tenant; and

All of the aforesaid insurance policies shall meet the requirements set forth in Section 8.02(b) hereof.

SECTION 8.02 **Other Tenant Insurance Coverage:**

- (a) Tenant, at Tenant's sole cost and expense, shall obtain and maintain for the term of this Lease, commencing on the Tenant's Date of Possession, insurance policies providing the following coverage: (1) Tenant's fixtures, equipment, furnishings, merchandise, and other contents in the Premises, for the full replacement value of said items; (2) plate glass insurance; and (3) commercial general liability insurance, which shall include premises/operations coverage, independent contractors and products/completed operations coverage, contractual liability coverage, and vehicular liability coverage naming Landlord as additional insureds, which policy is to be in the minimum aggregate amount of One Million Dollars (\$1,000,000) for automobile liability, Two Million Dollars (\$2,000,000) for general liability. In addition to the foregoing, Tenant shall maintain Five Million Dollars (\$5,000,000) "umbrella" coverage applicable to the Premises. The minimum limits hereinbefore set forth may, at Landlord's option, be increased by such amounts during the term hereof as Landlord shall reasonably determine, based upon periodic analysis of such coverage by an independent insurance consultant. Tenant shall deliver to

Landlord certificates of insurance or duplicate originals of each such policy, naming Landlord as an additional named insured.

- (b) The policies described in Section 8.01, 8.02 and 8.03 shall (1) comply with the requirements hereof in form and content; (2) contain an express waiver of any right of subrogation by the insurance company against Landlord and Tenant and the respective agents and employees (and any such certificates of insurance shall so state); (3) contain a provision that such policies shall not be canceled and that it shall continue in full force and effect unless at least thirty (30) days prior written notice has been given to Landlord and Tenant of such cancellation or termination; (4) not be materially changed without prior notice to Landlord and Tenant; and (5) be issued by a company with a rating of at least A, as listed by A.M. Best. If for any reason the Causes of Loss-Special Form is not customarily used in the insurance industry, then the property insurance policy then in effect shall at least provide coverage for the following perils: fire, lightning, windstorm and hail, explosion, smoke, aircraft and vehicles, riot and civil commotion, vandalism and malicious mischief, sprinkler leakage, sinkhole and collapse, volcanic action, earthquake or earth movement, and flood, and increased costs of construction and demolition due to law, ordinance and inflation.
- (c) Tenant shall not permit to be done any act which will invalidate or be in conflict with the insurance policies covering the Premises or any other insurance referred to in this Lease. Tenant will promptly comply with all rules and regulations to such policies.

SECTION 8.03 Landlord Insurance:

- (a) Commencing as of the Commencement Date, and thereafter throughout the Term, the Landlord shall, at Landlord's sole cost and expense, provide and maintain or cause to be provided and maintained a flood insurance policy insuring the Building, naming Landlord as insured (and naming Tenant as an additional insured as their interests appear). **The foregoing coverage shall be provided in amounts and in language consistent with the National Flood Insurance Program.**
- (b) All of the aforesaid insurance policies shall meet the requirements set forth in Section 8.02(b) hereof.
- (c) Landlord shall not permit to be done any act which will invalidate or be in conflict with the insurance referred to in this Lease. Tenant will promptly comply with all the rules and regulations relating to such policies.

SECTION 8.04 Tenant's Contribution to Landlord's Insurance:

- (a) Except as otherwise expressly set forth herein, the responsibility for the payment of insurance premiums ("Landlord's Insurance Premiums") for the insurance coverage described in the section 8.03 shall be upon Landlord. Commencing with the Commencement Date, Tenant shall reimburse Landlord, within sixty (60) days after Tenant's receipt of Landlord's statement therefore, for Tenant's Proportionate Share of Landlord's Insurance Premiums. Said statement shall be accompanied by the insurance premium invoice from the insurance carrier and Landlord's computation of Tenant's Proportionate Share of the premiums payable with respect

to said insurance coverage (provided that Tenant shall not be required to remit such payment more than thirty (60) days prior to the due date of such invoice).

- (b) With respect to Flood Insurance detailed in section 8.03(c), Landlord and Tenant agree to share equally in the cost of the policy after adjusting for any additional partner space insured by said policy.

SECTION 8.05 Covenants to Hold Harmless:

- (a) Landlord and Tenant each hereby release the other, its officers, directors, employees, and agents from any and all liability or responsibility for any loss or damage to property which is required by the terms of this Lease to be covered by valid and collectible insurance, even if the cause of such loss shall have been the fault or negligence of the other party, or anyone for whom such party may be responsible.
- (b) Tenant hereby indemnifies and agrees to save harmless Landlord, its elected officials and employees from and against all claims that arise from or in connection with the possession, use, occupation, management, repairs, maintenance, or control of the Premises, or any portion thereof. Tenant shall, at its own cost and expense, defend any and all actions which may be brought against Landlord and its elected officials and employees and any mortgagee, with respect to the foregoing. Tenant shall pay, satisfy, and discharge any and all judgments, orders and decrees which may be recovered against Landlord, any mortgagee, or master lessor in connection with the foregoing.
- (c) Tenant agrees to name Landlord in all participant waiver of liability language commonly in use as a component of Tenant's business operation including membership applications as well as guest pass, day pass, and program/event enrollment forms.

SECTION 8.07 Liability of Landlord to Tenant:

Except with respect to any damages resulting from the negligence of Landlord or its agents or employees (but subject nevertheless to the provisions of Section 8.05(a) hereof), and/or from the breach of its obligations hereunder, Landlord shall not be liable to Tenant, its agents, employees, or customers for any damages, losses, compensation, accidents, or claims whatsoever.

ARTICLE IX

ENVIRONMENTAL COVENANTS, REPRESENTATIONS AND WARRANTIES

SECTION 9.01 Tenant's Compliance with Environmental Laws:

Tenant shall comply with all laws, regulations, ordinances and other governmental standards applicable to Tenant's use of the Premises with respect to hazardous waste, hazardous substances and any and all other environmental matters. Furthermore, Tenant shall procure and maintain all licenses and permits required by such applicable laws, ordinances or regulations. Tenant covenants and agrees that it shall not release, emit, or discharge at or from the Premises any hazardous or toxic substances consisting of any hazardous or toxic chemical, waste, byproduct, pollutants, contamination, compound, product or substance, including, without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction thereof), and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal,

abatement, cleanup, removal, remediation or handling of which, is prohibited, controlled or regulated by federal, state, regional, county, local governmental, public or private statute, law, regulation ordinance, order, consent decree, judgment, permit, license, code, covenant, deed restrictions, common law, treaty, convention or other requirement, pertaining to protection of the environmental, health or safety of persons, natural resources, conservation, wildlife, waste management, any hazardous material activity, and pollution (including, without limitation, regulation of releases and disposals to air, land, water and groundwater). These requirements include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251, et seq., Clean Air Act of 1966, as amended, 42 U.S.C. 7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. 2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 et seq., and any similar or implementing Ohio laws, and all amendments, rules, regulations, guidance documents and publications promulgated thereunder ("Environmental Laws").

SECTION 9.02 Indemnification:

Tenant, its successors and assignees shall indemnify, defend and hold harmless the Landlord, its elected officials and employees, directors, officers, agents, successors and assigns from and against all harms, including, without limitation, damages, punitive damages, liabilities, losses, demands, claims, cost recovery actions, lawsuit, administrative proceedings, orders, response costs, compliance costs, investigation expenses, consultant fees, attorney's fees and litigation expenses, arising from the Tenant's use of the Premises, including possession, use and storage by the Tenant of (1) any hazardous material at the Premises; (2) the operation of any applicable environmental law against the Tenant, Landlord or the Premises, based on Tenant's activities during the term of this Lease; (3) the violation at the Premises, based on Tenant's activities during the term of this Lease. This indemnification and the obligations of Tenant hereunder shall survive the termination or expiration of this Lease for a period of two (2) years and, subject to the foregoing two (2) year limitation, shall remain in force notwithstanding: (a) the expiration date of any applicable statute of limitations; and (b) payment or satisfaction in full of any single claim of Landlord within the scope of this indemnification.

The Tenant and its successors or assigns shall pay all costs and expenses incurred by Landlord, its successors and assigns, to enforce the provision of this indemnification, including, without limitation, attorney's fees and litigation expenses.

SECTION 9.03 Landlord's Liability:

Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, no Hazardous Discharges, Environmental Complaints or violations of Environmental Laws applicable to the Premises are in existence of the date hereof. Landlord shall comply with, and shall cause all other occupants of the Project to comply with, all laws, regulations, ordinances and other governmental standards applicable to the use of the Land with respect to hazardous waste, hazardous substances and any and all other environmental matters. Furthermore, Landlord shall procure and maintain all licenses and permits required by such applicable laws, ordinances or regulations. Landlord covenants and agrees that it shall neither release, emit, or discharge at or from the Premises any hazardous or toxic substances, as more fully described in Section 9.01 hereof. Liability under this Section 9.03 shall

survive the termination of this Lease for a period of two (2) years, and subject to said two (2) year limitation, shall remain in force beyond (a) the expiration of any applicable statute of limitations; and (b) payment or satisfaction in full of any single claim of the Tenant within the scope of this indemnification.

ARTICLE X

SIGNAGE

SECTION 10.01 Signage: As a part of the Approved Plans, Landlord shall provide and pay for (I) a freestanding, lighted monument sign on the Project at a location agreed to by Landlord and Tenant and (II) a building mounted, lighted identification sign, which signs shall comply with applicable laws and regulations, unless permitted otherwise in accordance with variance(s) therefrom lawfully granted by applicable governmental authority. Tenant may thereafter replace and/or modify the same with such signage as is otherwise permitted by applicable laws and regulations, or as may be permitted by variance therefrom lawfully granted by applicable governmental authority. Any such initial and replacement signage shall conform to all laws, ordinances and regulations pertaining thereto. After the initial provision and installation of such signage, Tenant shall pay for all costs in connection with the operation and/or maintenance thereof and shall be responsible for any damage occasioned by the removal thereof.

SECTION 10.02 Partnership Recognition: In recognition of the unique partnership and desired collaboration between the Landlord and the Tenant, both entities understand and expect that the Landlord's logo shall be prominently displayed on the monument sign, building exterior, and within the lobby area that is common to the Tenant's business operations and the Landlord's Park and Recreation office space. Landlord acknowledges that the Tenant has established co-branding guidelines that the Tenant must follow in order to remain in good standing with the Tenant's parent-organization. Landlord agrees to work with the Tenant in such a way as to meet expectations without the Tenant falling into a non-compliance category with the aforementioned parent organization.

ARTICLE XI

REPAIRS AND MAINTENANCE

SECTION 11.01 Landlord's Obligations - Premises:

Upon completion of all of Landlord's Work (including all Punchlist Items), Landlord shall not be required to maintain or make any improvements, repairs or replacements of any kind or character to the Community Center during the term of this Lease. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant.

SECTION 11.02 Tenant's Obligations - Premises:

Tenant, at its sole cost and expense, shall: (I) maintain, repair and replace all parts of the Premises so as to keep the Premises, and every part thereof, in good order, condition and repair and in a safe and dry tenable condition, including, but not limited to, roof, exterior walls, windows, plate glass, doors, heating, ventilating and air conditioning systems, downspouts, fire sprinkler systems, dock bumpers, lawn maintenance, pest control and extermination, trash pickup and removal and painting of the Building and exterior doors; (II) install and maintain such fire protection devices as may be required by any governmental body or insurance underwriter for the Building (except for provision of such items as

shall be initially provided by Landlord as a part of Landlord's Work); (III) provide both trash storage and trash removal services; (IV) change the Tenant's air conditioning and heating facilities serviced, as necessary; and (V) repair any portion of the Building which is damaged as a result of any act or omission of Tenant. Landlord shall assign to Tenant, or enforce on behalf of Tenant, any and all contractor/supplier warranties provided to Landlord as a part of Landlord's Work. Tenant shall maintain, repair, or replace, as necessary, all equipment located in, on, or about the Premises, including, but not limited to, all plumbing, heating, air conditioning, ventilating, and sprinkler systems. All interior walls, ceilings, ceiling tile, windows, doors, door frames, and door glass shall at all times be kept in good order, condition, and repair by Tenant at its sole cost. In the event of any window or door glass damage or breakage, Tenant shall board any openings and remove any debris within twenty-four (24) hours of such damage and forthwith have the same repaired or replaced at Tenant's sole cost. Tenant shall keep all sidewalk areas on the Premises free of snow and ice. Notwithstanding any contrary provision of this Article XI, Landlord, at its expense, shall make any and all repairs to the Premises as may be necessitated by the negligence or fault of Landlord or its employees or agents.

SECTION 11.03 Common Areas:

(a) Landlord agrees that Tenant and Tenant's customers, employees, licensees and permitted subtenants, assignees or other transferees shall have the right, throughout the term of this Lease, to use, in common with others entitled to similar use thereof, all of the Common Areas that may from time to time be constructed with the Common Area Land, or be appurtenant to, or provide access to, the Premises, including but not limited to, all access drives, service drives and sidewalks for ingress and egress to and from the Premises and all parking areas situated thereon. Tenant acknowledges that (i) the City and its invitees shall have the non-exclusive right to use said Common Areas upon completion of construction and (ii) parties using the Landlord's Adjacent Facilities shall have the non-exclusive right to use said Common Areas, so long as such use does not unreasonably interfere with the use thereof by Tenant and its invitees.

(b) Except as otherwise expressly set forth herein, Tenant shall maintain, repair and replace or cause to be maintained, repaired and replaced, the Common Areas in good usable condition throughout the term of this Lease. Such Common Area maintenance shall include the following: operating, managing, cleaning, protecting, equipping, lighting, repairing, replacing and maintaining walkways, public areas, vehicle parking areas, driveways and other Common Areas; Snow and ice removal shall be performed as expeditiously as practicable; maintaining and repairing all fixtures and equipment used in connection with the operation of all Common Areas; illuminating, maintaining and repairing Project signs; and planting, replanting and replacing flowers and landscaping located on the Common Area Land.

(c) Except as otherwise expressly set forth herein, the Tenant agrees to come to separate financial arrangements with additional tenants who share the Common Area with the Tenant. In the event that Partner Space is constructed and other tenants secured, Landlord agrees to include the following language in all lease agreements: "It is understood that Tenants shall separately come to a mutually agreeable arrangement for the sharing of applicable Common Area maintenance, upkeep and repairs."

(c) Separate and apart from the items detailed in section 11.03(b and c), Landlord agrees to care for and maintain, at its sole cost and expense, all public trails and trail amenities that access or cross

the Common Area, including any bridges or walkways constructed for connecting the Common Area to adjacent properties owned by the Landlord.

(d) Notwithstanding the foregoing, Tenant responsibilities shall not include the following: (1) the original costs of constructing the Common Areas or the Premises, (2) except as otherwise specifically provided herein, the cost of any capital addition or replacement to the Common Areas or reserves therefore; (3) expenses for which the Landlord is or will be reimbursed by another source, including but not limited to repair or replacement of any item covered by warranty; (4) costs incurred to solely benefit (or as a result of) Landlord or any other tenant or occupant of the Project or items and services selectively supplied to Landlord, the State or other tenant or occupant; (5) expenses for the defense of the Landlord's title to the Land; (6) structural repairs or replacements; (7) depreciation and amortization of the Common Areas or financing costs, including interest and principal amortization of debts; (8) charitable or political contributions; (9) any amounts expended by Landlord to comply with any Environmental Laws; (10) costs to correct original or latent defects in the design, construction or equipment of the Common Areas; (11) any repair, rebuilding or other work necessitated by condemnation, fire, windstorm or other insured casualty or hazard; (12) any expenses incurred (i) to comply with any governmental regulations and rules or any court order, decree or judgment including, without limitation, the Americans with Disabilities Act; or (ii) as a result of Landlord's alleged violation of or failure to comply with any governmental regulations and rules or any court order, decree or judgment; (13) realtor commissions, advertising expenses and related costs; (14) rental on any other underlying leases; (15) attorney's fees, accounting fees and expenditures incurred in connection with claims of other tenants or occupants of the Project or with other third parties except as specifically provided in this Lease; and (16) cost of the initial stock of tools and equipment for operation, repair and maintenance of the Common Areas.

ARTICLE XII

DESTRUCTION OF PREMISES

SECTION 12.01 Continuance of Lease:

In the event the Premises shall be partially or totally destroyed by fire or other casualty insured under the provisions of Section 8.01 above, then the damage to the Premises shall be promptly repaired by Landlord (but only to the extent that insurance proceeds therefore are made available to Landlord), and Base Rent, Tenant's Expense Contribution and other charges shall be abated in proportion to the amount of the Premises rendered untenable until so repaired. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment. Upon completion of repairs and reconstruction by Landlord, Tenant shall repair or replace its merchandise, trade fixtures, furnishings, and equipment in a manner and to at least a condition equal to that which existed prior to such damage or destruction (but only to the extent that insurance proceeds therefore are made available to Tenant).

If the time for any repair or reconstruction, as reasonably estimated by Landlord, exceed one hundred eighty (180) days after such casualty, or if such repair or reconstruction has not been completed within one hundred eighty (180) days after such casualty, then Tenant shall have the option to terminate this Lease upon notice to Landlord, in which event all insurance proceeds available under the provisions of the coverage provided for in Section 8.01 shall be paid to Landlord.

SECTION 12.02 Reconstruction; Rent Abatement:

If all or any portion of the Premises is damaged by fire or other casualty and this Lease is not terminated in accordance with the above provisions, then all insurance proceeds provided for in Section 8.01 shall be made available for payment of the cost of repair, replacing and rebuilding of the Building. Landlord shall use the proceeds from the insurance as set forth herein to repair or rebuild the Premises to its original condition. Tenant shall, using the proceeds from the insurance provided for in Section 8.02, repair, restore, replace, or rebuild any additional improvements installed by Tenant, such that the Premises shall be restored to its condition immediately prior to the occurrence of such casualty. In the event that this Lease is terminated as herein provided, all of the coverage provided for in Section 8.03(a)(i) shall be paid to and retained by Tenant. The Base Rent and other charges which are payable hereunder during the existence of such damage and until such repair or rebuilding is substantially completed, shall be equitably abated. Equitable abatement shall terminate upon the earlier of the date upon which the Tenant commences to use substantially all of the Premises for business with the public or the date upon which Landlord substantially completed its repair or rebuilding work.

ARTICLE XIII
EMINENT DOMAIN**SECTION 13.01 Eminent Domain:**

If the whole or any material part of the Premises shall be taken for public or quasi-public use by a governmental or other authority having the power of eminent domain or shall be conveyed to such authority in lieu of such taking, and if such taking or conveyance shall cause the remaining part of the Premises not so taken to be untenable and inadequate for use by Tenant as herein set forth, as determined by Tenant, in Tenant's reasonable discretion, this Lease shall terminate as of the date of such taking. If a part of the Premises shall be taken or conveyed but the portion remaining after restoration can be made economically functional for Tenant's purpose, as determined by Tenant, in Tenant's reasonable discretion, then this Lease shall not be terminated as provided for in this Section 13.01, but this Lease shall be terminated only as to the part taken or conveyed as of the date Tenant surrenders possession, and Landlord shall make such repairs, alterations and improvements as may be necessary to render the part not taken or conveyed tenantable. The rent shall be reduced proportionate to the amount (based on square footage) of the Premises taken. All compensation awarded for such taking or conveyance shall be the property of Landlord without any deduction therefrom, except such compensation as may be awarded to Tenant on account of moving and relocation expenses and depreciation to and removal of Tenant's trade fixtures and personal property.

ARTICLE XIV**SUBORDINATION****SECTION 14.01 Lease Subordinate:**

Provided that the holder of a mortgage or deed of trust who acquires rights in the Premises after the Effective Date executes and delivers to Tenant a non-disturbance agreement in recordable form reasonably satisfactory to Tenant which provides that such holder will honor all of the terms of this Lease so long as no Event of Default exists hereunder, this Lease and all of the rights of Tenant hereunder are and shall be subject and subordinate at all times to the lien of any mortgage or deed of trust which may now or hereafter affect the real property of which Premises form a part and to all

renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument or subordination shall be required by any holder of a mortgage, other than the non-disturbance agreement referred to above. Tenant shall, if requested by Landlord or any mortgagee, promptly execute said non-disturbance agreement confirming the subordination referred to herein.

If any holder of a mortgage elects to have this Lease superior to the applicable mortgage and signifies its election in the instrument creating its lien or by separate recorded instrument, then this Lease shall be superior to such mortgage, notwithstanding any provision hereof.

SECTION 14.02 Attornment:

If, and so long as this Lease is in full force and effect, subject to the provisions of Section 15.01 hereof: (a) this Lease shall remain in full force notwithstanding a default under the mortgage by Landlord; (b) if any such mortgagee shall become possessed of the Premises and assumes the obligations of Landlord hereunder, Tenant shall be obligated to such mortgagee to pay it the rentals and other charges due hereunder and to thereafter comply with all the terms of this Lease; and (c) if any mortgagee or purchaser, at a private or public sale shall become possessed of the Premises and assumes the obligations of Landlord hereunder, Tenant shall, without charge, attorn to such mortgagee or purchaser as its Landlord under this Lease.

SECTION 14.03 Estoppel Certificate:

Within ten (10) days after request therefore, each party agrees to execute and deliver to the other, in recordable form, an estoppel certificate certifying (if such be the case) that this Lease is unmodified and in full force and effect (and if there has been modification, then the same is in full force and effect as modified and stating the modifications); that there are no defenses or offsets against the enforcement thereof or stating those claimed by Tenant; and stating the date to which rentals and other sums due hereunder are paid. Such certificate shall also include such other information as may be reasonably required or requested. The failure by either party to deliver any such certificate within ten (10) days after request therefore shall be deemed to constitute the certification by such party that this Lease is in full force and effect and has not been modified except as may be represented by the other party and that there are no defenses or offsets against enforcement thereof.

ARTICLE XV
EVENTS OF DEFAULT

SECTION 15.01 Events of Default:

The occurrence of any one or more of the following events shall be classified as an "Event of Default" of this Lease by Tenant:

- (a) Tenant fails to pay any installment of Base Rent, Expense Contribution and/or additional rent when the same shall be due and payable and the same remains unpaid ninety (90) days after Landlord shall have given written notice thereof to Tenant:
- (b) Tenant fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of ninety (90) days after notice thereof from Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by

Tenant is of such nature that the same cannot reasonably be cured within ninety (90) days and if Tenant commences such performance or cure within said ninety (90) day period and thereafter diligently undertakes to complete the same, then such failure shall not be an Event of Default.

(c) If Tenant refuses to take possession of the Premises at the Tenant's Date of Possession, vacates or abandons the Premises or permits the same, or any substantial portion thereof, to remain unoccupied and unattended for a period of ninety (90) consecutive days;

(d) A trustee or receiver is appointed to take possession of substantially all of Tenant's assets in, on or about the Premises of Tenant's interest in this Lease (and Tenant or any guarantor of Tenant's obligations under this Lease does not regain possession within ninety (90) days after such appointment); Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant's assets in, on or about the Premises or Tenant's interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within ninety (90) days thereafter); or

(e) A petition in bankruptcy, insolvency, or for reorganization or arrangement is filed by or against Tenant or any guarantor of Tenant's obligations under this Lease pursuant to any Federal or State statute, and, with respect to any such petition filed against it, Tenant or such guarantor fails to secure a stay or discharge thereof within ninety (90) days after filing of the same.

SECTION 15.02 Landlord's Remedies:

Upon the occurrence of any Event of Default, Landlord shall have the following rights and remedies, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any cost and expenses which Landlord may incur to cure such default; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise;

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and dispose of Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; and (3) notwithstanding a termination of this Lease (a) Landlord may declare all rent which would have been due and payable, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination and re-entry, or (b) Landlord may re-let all or part of the Premises for a term different from that which would otherwise have constituted the balance of the term of this Lease and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall immediately be obligated to pay to Landlord as liquidated damages the difference between the rent provided for herein and that provided for in any lease covering subsequent re-letting of the Premises, for the period which would otherwise have constituted the balance of the term of this Lease, together with all of Landlord's costs and expenses for preparing the Premises for re-letting, including all repairs, tenant finish improvements, broker's and attorney's fees, and all loss or damage which Landlord may

sustain by reason of such termination, re-entry and re-letting, it being expressly understood and agreed that the liabilities and remedies specified in clauses (a) and (b) hereof shall survive the termination of this Lease; or (4) continue this Lease in full force and effect, but with the right at any time thereafter to elect options (a) or (b) immediately hereinabove. Should Landlord, following default as aforesaid, elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises prior to Landlord's renting any other available space owned by Landlord in the Building. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on tenant herein, in the amounts, at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such re-letting after first reimbursing itself for all costs incurred in curing Tenant's defaults and re-entering, preparing and refinishing the Premises for re-letting, and reletting the Premises;

(c) Upon termination of this Lease pursuant to Section 16.02(B), Landlord may recover possession of the Premises under and by virtue of the provisions of the laws of the State of Ohio, or by such other proceedings, including re-entry and possession, as may be applicable;

(d) Any damage or loss of rent sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or at Landlord's option in a single proceeding deferred until the expiration of the term of this Lease (in which event tenant hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of said term) or in a single proceeding prior to either the time of reletting or the expiration of the term of this Lease;

(e) Nothing contained herein shall prevent the enforcement of any claim Landlord may have against tenant for anticipatory breach of the unexpired term of this Lease. In the event of a breach or anticipatory breach by Tenant or any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings, and other remedies were not provided herein. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event Landlord obtaining possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or other use; and

(f) If an event of default described in subparagraph (d) or (e) of Section 16.01 occurs, then and in any such event, Landlord shall have the right to elect any of the remedies set forth above. If this Lease is assumed or assigned to a trustee, receiver, liquidator or other court appointed person or entity without Landlord's prior written consent, the parties and their respective successors (whether by operation of law or otherwise) agree that, upon such an assignment or assumption all defaults of Tenant prior to such assignment or assumption must be cured and that adequate assurances of future performance under this Lease must be provided.

SECTION 15.03 Additional Remedies and Waivers:

The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law and all such rights and remedies shall be cumulative. No action or inaction by Landlord shall constitute a waiver of a default and no waiver of Default shall be effective unless it is in writing, signed by the Landlord.

SECTION 15.04 Mediation:

Notwithstanding the foregoing, if a dispute arises out of or relates to this Lease, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first, before resorting to court proceedings, to try in good faith to settle the dispute by mediation administered by a mediator who shall be mutually selected by the parties. In the event that the parties cannot mutually agree upon a mediator, then each party shall select a mediator and those two mediators shall select a third mediator who shall conduct the mediation. The mediation shall take place in Reynoldsburg, Ohio at a location to be determined by the mediator. The fees and expenses of the mediator shall be shared equally by the parties. The procedure for the mediation shall be as established by the mediator.

ARTICLE XVI
DEFAULT BY LANDLORD

SECTION 16.01 Landlord's Default:

It shall be a default and breach of this Lease by Landlord if it shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of ninety (90) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that same cannot reasonably be performed within such ninety (90) day period, such failure shall not constitute a default by Landlord hereunder if Landlord commences such performance within said ninety (90) day period and thereafter diligently undertakes to complete the same.

SECTION 16.02 Remedies of Tenant:

Upon the occurrence of an Event of Default by the Landlord, Tenant shall have all the rights and remedies which are available to it at law or equity, including but not limited to the right to seek termination of this Lease, the right to seek and recover monetary damages and/or the right to seek injunctive relief and other equitable remedies.

SECTION 16.03 Mediation:

Notwithstanding the foregoing, the provisions of Section 16.04 shall be applicable in the event of Landlord default.

ARTICLE XVII
NON-WAIVER OF DEFAULT

SECTION 17.01 Non-Waiver of Default:

he failure of delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default and breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not

be construed to be other than a payment of account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies in this Lease.

ARTICLE XVIII **NOTICES**

SECTION 18.01 **Notices:**

No notice or other communication given under this Lease by law shall be effective unless the same is in writing and is delivered in person or mailed by registered or certified mail, return receipt requested, first class, postage prepaid, addressed:

- (1) If to Landlord, to the address set forth in the first paragraph hereof, attention: City Services Director
- (2) If to the Tenant, to the address set forth in the first paragraph hereof, attention: CEO & President

The address for the notices may be changed by the Landlord or Tenant by notice to the other party. The date of service of any notice given by mail shall be the date on which such notice is deposited in the U.S. Mail.

ARTICLE XIX **END OF TERM**

SECTION 19.01 **Return of Premises:**

Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Premises, in good order, broom clean, normal wear and tear, casualty and acts of God excepted, to the Landlord. Upon the expiration or termination of this Lease, Tenant shall execute and acknowledge a lease termination of this Lease, Tenant shall execute and acknowledge a lease termination to Tenant's interest in the Premises, in recordable form, in favor of the Landlord ten (10) days after written notice and demand therefor by Landlord, and failing to do so within said ten (10) day time period, Tenant hereby appoints Landlord its attorney-in-fact, irrevocably, to execute and deliver such lease termination.

SECTION 19.02 **Holding Over:**

If Tenant shall hold possession of the Premises after the expiration or termination of this Lease, at Landlord's option: (i) Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month at 1.5 times the Base rent in effect during the last lease year immediately preceding such holdover and otherwise subject to all of the terms and conditions of this Lease; or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity, including an action for wrongfully holding over. No payment by Tenant, or receipt by Landlord, of a lesser amount than the correct rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check for payment of rent or any other amounts owed to Landlord be deemed to effect or evidence an accord and satisfaction, and Landlord may

accept such check or payments without prejudice to Landlord's rights to recover the balance of the rent or other amount owed or to pursue any other remedy provided in this Lease.

ARTICLE XX
COVENANT OF QUIET ENJOYMENT

SECTION 20.01 **Covenant of Quiet Enjoyment:**

Subject to the provisions of Section 1.02 hereof, Landlord covenants that if and so long as Tenant pays the rent and all other charges provided herein and performs all of its obligations provided for herein, tenant shall at all times during the term hereof peaceably have, hold, and enjoy the Premises, without any interruption or disturbance from Landlord or anyone claiming through or under Landlord, subject to the terms hereof.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

SECTION 21.01 **Memorandum of Lease:**

If requested by either party, a Memorandum of Lease, containing the information required by Ohio law concerning this Lease shall be prepared, executed by both parties and filed for record in the office of the Recorder of Franklin County, Ohio. This Lease may not be recorded.

SECTION 21.02 **Indemnification for Leasing Commissions:**

Each party represents and warrants to the other that (except with respect to any broker identified for the other in writing prior to full execution of this Lease) no broker, agent, commissioned salesman, or other person has represented by such party in the negotiations for and procurement of this Lease and of the Premises and that no commissions, fees, or compensation of any kind are due and payable in connection herewith to any broker, agent, commissioned salesman, or other person. Each party hereto agrees to indemnify and hold harmless from any and all claims, suits, or judgments (including, without limitation, reasonable attorney's fees and court costs incurred in connection with any such claims, suits, or judgments) for any fees, commissions or compensation of any kind which arise out of or are in any way connected with a breach of the foregoing representation.

SECTION 21.03 **Governing Law:**

This Lease is being executed and delivered by Landlord in the State of Ohio and shall be construed and enforced in accordance with the laws of that State.

SECTION 21.04 **Severability of Invalid Provisions:**

If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

SECTION 21.05 **Complete Agreement: Amendments:**

This Lease, including all Exhibits, constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or

implied representation or understandings shall vary its term, and it may not be amended except by a written instrument executed by both parties hereto.

SECTION 21.06 Inability to Perform:

This Lease and the obligation of either party to perform their respective covenants and agreements hereunder shall not be impaired nor shall either party be in default hereunder because a party is unable to fulfill any of its obligations under this Lease, if that party is prevented or delayed from so doing by any accident, breakage, repairs, alterations, improvements, strike or labor troubles, or any outside cause whatsoever beyond the reasonable control of that party, including, but not limited to, energy shortages or governmental preemption in connection with a natural emergency, or by reason of governmental laws or any rule, order or regulation of any department subdivision thereof of any governmental agency, or by reasons of the conditions of supply and demand which have been or are affected by war or other emergency. The foregoing shall in no event, however, apply to the payment of Base Rent and other charges hereunder, which shall be due and payable on the date(s) specified herein notwithstanding any such event.

SECTION 21.07 No Option:

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

SECTION 21.08 Time of the Essence:

Time is of the essence of this Lease and each and all its provisions.

SECTION 21.09 Authorized Signatory:

Each person executing this Lease on behalf of a party hereto represents that he/she is authorized to do so and that such execution is fully binding on such party.

SECTION 21.10 Paragraph Captions:

Paragraph captions herein are for Landlord's and Tenant's convenience only and neither limit nor amplify the provisions of this Lease.

SECTION 21.11 Jury Trial:

Landlord and Tenant hereby waive trial by jury if any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

SECTION 21.12 Financial Statements:

Within a reasonable time after the end of each calendar year during the Term hereof, Tenant shall provide Landlord with an annual report of income and expenses for operation of the Premises.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

City of Reynoldsburg, Ohio, an Ohio political subdivision

By: _____

Its: _____

TENANT:

The Young Men's Christian Association of Central Ohio,
an Ohio not for profit corporation

By: _____

Its: _____

STATE OF OHIO :
: SS.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by _____, _____ of City of
Reynoldsburg, Ohio, an Ohio political subdivision, for and behalf of said political subdivision.

Notary Public

STATE OF OHIO :
: SS.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by _____, _____ of the Young
Men's Christian Association of Central Ohio, an Ohio not for profit corporation, for and on behalf of said
corporation.

Notary Public

EXHIBIT "A"**Legal Descriptions (2) of City Land****10.571 ACRES**

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, in Half Section 30, Section 18, Township 16, Range 20, Refugee Lands, being part of those tracts of land conveyed to Nance Family LLC by deed of record in Instrument Number 201009270125986 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of East Main Street (State Route 40) and Davidson Drive (50 feet wide, Official Record 11890C20);

thence South 01° 07' 33" East, with the centerline of said Davidson Drive, a distance of 336.74 feet to a point;

thence North 88° 52' 27" East, crossing said Davidson Drive, a distance of 25.00 feet to an iron pin set in the easterly right-of-way line of said Davidson Drive, the TRUE POINT OF BEGINNING for this description;

thence North 81° 22' 14" East, crossing said Nance Family LLC tract, a distance of 278.67 feet to an iron pin set;

thence North 12° 41' 04" West, crossing said Nance Family LLC tract, a distance of 82.01 feet to an iron pin set at the southeasterly corner of Lot 1 of the subdivision entitled "Samuel Osborn's Addition", of record in Plat Book 3, Page 160;

thence North 01° 07' 33" West, with the easterly line of said Lot 1, a distance of 150.00 feet to an iron pin set in the southerly line of that 0.133 acre tract conveyed as Parcel 2-WD to the State of Ohio by deed of record in Official Record 32297H09, the southerly right-of-way line of said East Main Street;

thence North 88° 52' 27" East, with said southerly right-of-way line, a distance of 105.49 feet to an iron pin set at the southwesterly corner of that 0.021 acre tract conveyed as Parcel 4-WD to the State of Ohio by deed of record in Instrument Number 199803240066860, in the westerly line of the subdivision entitled "Reynoldsburg Town Plat", of record in Plat Book 3, Page 169, the east bank of Black Lick Creek;

thence partially with the westerly line of said Reynoldsburg Town Plat, the westerly line of that 1.332 acre tract conveyed as Parcel 3 to William C. Stewart III and Marcia Ann Stewart by deed of record in Instrument Number 200211060282525, and with the east bank of Black Lick Creek, the following courses and distances:

South 14° 52' 27" West, a distance of 84.29 feet to an iron pin set;

South 41° 46' 04" East, a distance of 92.39 feet to a 3/4 inch iron pin found;

South 35° 57' 28" East, a distance of 48.01 feet to an iron pin set; and

South 29° 18' 27" East, a distance of 180.39 feet to an iron pin set;

South 39° 29' 06" East, a distance of 20.60 feet to an iron pin set;

South 39° 26' 59" East, a distance of 80.42 feet to an iron pin set;

South 01° 15' 23" East, a distance of 91.22 feet to an iron pin set;

South 05° 13' 03" West, a distance of 90.17 feet to an iron pin set;

South 07° 46' 24" West, a distance of 31.79 feet to an iron pin set;

South 22° 39' 50" West, a distance of 62.12 feet to an iron pin set;

South 17° 55' 50" East, a distance of 132.00 feet to an iron pin set;

South 39° 27' 41" East, a distance of 41.61 feet to an iron pin set; and

South 33° 52' 36" West, a distance of 88.00 feet to an iron pin set at the northeasterly corner of that 9.6 acre tract conveyed to the Village of Reynoldsburg, Ohio by deed of record in Deed Book 2179, Page 40;

10.571 ACRES

-2-

thence South 87° 04' 27" West, with the northerly line of said 9.6 acre tract, a distance of 636.75 feet to an iron pin set in the easterly right-of-way line of said Davidson Drive;

thence with said easterly right-of-way line the following courses and distances:

North 08° 35' 33" West, a distance of 267.51 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve, having a central angle of 39° 30' 03", a radius of 169.00 feet, an arc length of 116.51 feet, a chord bearing of North 11° 09' 29" East and chord distance of 114.22 feet to an iron pin set;

North 30° 54' 31" East, a distance of 121.06 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve, having a central angle of 32° 02' 03", a radius of 206.00 feet, an arc length of 115.17 feet, a chord bearing of North 14° 53' 29" East and chord distance of 113.68 feet to an iron pin set; and

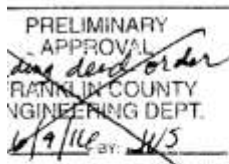
North 01° 07' 33" West, a distance of 93.48 feet to the TRUE POINT OF BEGINNING, containing 10.571 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations of Franklin County Engineering Department monuments REYNOLDSBURG and HOWELL2. A bearing of North 88° 52' 27" East was held for a section of the southerly right-of-way line of East Main Street (U.S. 40).

This description is based on documents of record, prior plats of survey and observed evidence located by an actual field survey performed in May 2016.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

Matthew A. Kirk
Professional Surveyor No. 7865

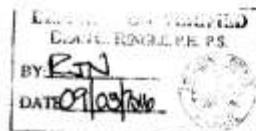
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1.026 ACRES

Situated in the State of Ohio, County of Franklin, City of Reynoldsburg, in Half Section 30, Section 18, Township 16, Range 20, Refugee Lands, being part of those tracts of land conveyed to Nance Family LLC by deed of record in Instrument Number 201009270125986 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of East Main Street (State Route 40) and Davidson Drive (50 feet wide, Official Record 11890C20);

thence South $01^{\circ} 07' 33''$ East, with the centerline of said Davidson Drive, a distance of 331.40 feet to a point;

thence South $88^{\circ} 52' 27''$ West, crossing said Davidson Drive, a distance of 25.00 feet to an iron pin set in the westerly right-of-way line of said Davidson Drive, the TRUE POINT OF BEGINNING for this description;

thence with said westerly right-of-way line the following courses and distances:

South $01^{\circ} 07' 33''$ East, a distance of 98.82 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve, having a central angle of $32^{\circ} 02' 03''$, a radius of 156.00 feet, an arc length of 87.22 feet, a chord bearing of South $14^{\circ} 53' 29''$ West and chord distance of 86.09 feet to an iron pin set;

South $30^{\circ} 54' 31''$ West, a distance of 121.06 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve, having a central angle of $39^{\circ} 30' 03''$, a radius of 219.00 feet, an arc length of 150.98 feet, a chord bearing of South $11^{\circ} 09' 29''$ West and chord distance of 148.01 feet to an iron pin set; and

South $08^{\circ} 35' 33''$ East, a distance of 262.55 feet to an iron pin set in the northerly line of that 9.6 acre tract conveyed to the Village of Reynoldsburg, Ohio, by deed of record in Deed Book 2179, Page 40;

thence South $87^{\circ} 04' 27''$ West, with said northerly line, a distance of 6.90 feet to an iron pin set in the easterly line of the subdivision entitled "Herbert C. Huber Plat No. 36 Section Two", of record in Plat Book 29, Page 36;

thence North $08^{\circ} 32' 39''$ West, with the easterly line of said "Herbert C. Huber Plat No. 36, Section Two", a distance of 689.59 feet to an iron pin set;

thence North $87^{\circ} 07' 19''$ East, crossing said Nance Family LLC tract, a distance of 181.36 feet, to the TRUE POINT OF BEGINNING, containing 1.026 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations of Franklin County Engineering Department monuments REYNOLDSBURG and HOWELL2. A bearing of North $88^{\circ} 52' 27''$ East was held for a section of the southerly right-of-way line of East Main Street (U.S. 40).

This description is based on documents of record, prior plats of survey and observed evidence located by an actual field survey performed in May 2016.

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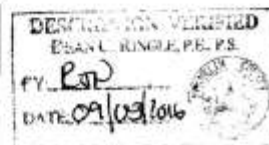
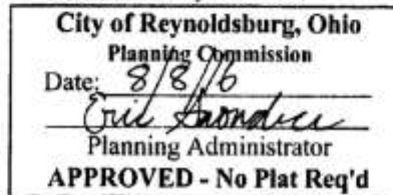
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

7 June 16

Matthew A. Kirk
Professional Surveyor No. 7865

Date

**EXHIBIT "B"**

Depiction of City Land

EXHIBIT “C”

Depiction of Community Center Land

EXHIBIT “D”

Description of Common Area Land

EXHIBIT “E”

Site Plan

EXHIBIT "F"**Landlord Office Area**

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