CITY OF REYNOLDSBURG

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, November 26, 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 13, 2018

4. NEW LEGISLATION/DISCUSSION ITEMS

a. 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.

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. (Held from 11/13/2018)

5. LEGISLATION FOR EMERGENCY ADOPTION

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

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

c. 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. (Second Reading 11/13/2018).

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

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

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

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

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
November 13, 2018

Ward 2 Councilmember Brett Luzader called the meeting to order at 8:01 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 – October 22, 2018

RESULT:	**ACCEPTED**

NEW LEGISLATION/DISCUSSION ITEMS

ORDINANCE OF THE REYNOLDSBURG CITY COUNCIL TO PROVIDE FOR THE REGISTRATION OF RESIDENTIAL RENTAL HOUSING LOCATED WITHIN THE BOUNDARIES OF THE CITY OF REYNOLDSBURG --- Bryant. Public Service and Transportation Committee.

Ms. Bryant: Thank you. This is an ordinance designed to get some of our rental properties up to code. I think were all well aware that there are a number of complexes in the City that are lacking. I think the comprehensive master plan certainly illustrates that for us very well in the fact that a lot of our apartment complexes average age is about 40 years. Being over 40 myself I know I'm not what I used to be so I think its probably safe to say that a lot of these complexes are not what they used to be and because they aren't, it tends to draw criticism from community members when we do have new rental projects that want to come in. And I think ultimately what this can achieve is a balance where we do have new complexes come in but that causes the older complexes to, you know, its a supply and demand. If you can live in a nice new apartment or something that's been around for 40 years, you probably going to chose the nice new apartment. And its going to force some of those older complexes to up their game to either redevelopment their property, sell it off to some body who will redevelop the property or potentially turn it into something other than an apartment complex and I think anyone of those outcomes is good for the City. So that is why I am bringing this forward. I think everybody who owns their own home is probably within a stones throw of a rental, whether its a house for rent or whether its an actual complex. So I think this ultimately helps all of us and helps some of our more vulnerable residence who live in some of these apartments who are not really up to code. And it gives them an outlet to come to the City and say you know my landlord is not taking care of this property, you know I have done everything I can do and this gives them and outlet for some assistance as well.

Mr. Luzader: Thank you very much. I will say I agree with you whole heartedly on this. I think its something that we have needed for a long time and if you remember a couple weeks ago the Mayor also said that this was something that he proposed about 8 years ago and it just never took hold. I just have a couple questions and concerns. The first one is on the inspection would there be an initial inspection of all properties and then going forward as they roll over and new tenants come in?

Ms. Bryant: Well, yes. So what I anticipate would be that all rentals register within a certain period of time of the ordinance. Which I think its outlined in there. The buildings would be subject to inspection between rentals. So for instance if you have someone that is on a least that expires next August, once that person would move out in August, before the unit re-rent, our inspectors would come check it out. Or if you've got a new property development, all of those units would be needing inspecting before somebody could move in. And then a third option was that if you have a unit that has not been inspected within two years that notice be sent to the occupant that they have the right to request the City come and check it out. Having lived in rental units for a number years myself, not every landlord is as attentive to maintenance as they should be. Fortunately, I'm blessed in a place now that is on top of it but they are a number of places in particular, there's a company that owns at least complexes in our City that I've had to sue in my capacity as an attorney. Because the maintenance issues have been that egregious. So this gives the occupants an opportunity to say hey City of Reynoldsburg, I cant get my landlord to clean this up, this is a problem, this is a healthy hazardous, this is you know whatever it may be and they can have the right to have our people come out and inspect and the landlords cant retaliate because they are exercising their right.

Mr. Luzader: I saw there was an anti-retaliation clause in there. Yea I just wanted to make sure that just because someone was renewing their lease they didn't have to have an inspection again but your just saying if it hasn't been inspected in a couple years...

Ms. Bryant: Right and this would...

Mr. Luzader: They can request...

Ms. Bryant: They can request it and it would be part of our job, you know, within the City to let the occupants of these rental units know. Because, you know most of the time the landlord is not going to point it out to them. So it allows them to find out this information through us by notice that they have the right to have this done. If they don't want us in their place, that's fine we don't need to check it out. But once they move on before the landlord re-rents the property it would need to be inspected.

Mr. Luzader: That's something that I would like to maybe put in a rental lease agreement, possibly that the tenant has this right and they could come to the City. Because they may not know it if we don't tell them.

Ms. Bryant: Right.

Mr. Luzader: The other concern that I had is, I kind of look at this as an extension of the Building Department and I think that with the Building Department handling all of our property maintenance codes and this and that and everything else. I think it would probably fit better under the Building Department. I would like to think that our Development Director is busy enough if he's doing what were paying him to do. Then this is one of the thing that he wouldn't really have to put on his plate.

Ms. Bryant: Well and I aware that's a concern to some. Its not a point in which I'm going to say well if we don't do that I don't want to do this legislation. Because I think this legislation is too important not to get it done. The reasons that I had for wanting to run it through Development is that the BZBA is going to be handling the landlord appeals. The board of Nuisance Abatement and the BZBA are under the Development umbrella. And I think that this is also tied to economic development in that you know our development director is trying to draw in new businesses but you know you may not want, if your coming in to put in a surgical office or you know a tech office or something of that nature, you may not want to set up shop next to a nuisance property. Such as, and I'm a little reluctant to say nuisance property but we all know we've got some complexes that need some TLC. So I think its a Development problem to a large extent, I was also looking at Mr. Sampson as having quite a bit to do with. You know the YMCA and a lot of the infrastructure issues that were going on. If we want to send the two of them out to the parking lot and they can fight over which one of them wants it, I'm fine with that. But again, I'm not going to say that it has to be development or that it has to be service. Councilmen Clemens and I spoke this past, I believe Friday and had an idea of maybe even having a separate department for this. You know I'm open to any of those ideas but I think that as a whole this is important legislation that the City really really needs.

Mr. Luzader: And that's something maybe we can consider later on once we get it all established. If it is something that you know, develop' s its own personality per se, that you know have it, maybe it's its own department. Go from there. Since it will be funded basically by...

Ms. Bryant: Sole funded.

Mr. Luzader: The stream. Those were just some of my concerns. Are there any other questions from members of the committee?

Mr. Clemens: Yea I have some questions. I mean, certainly when you read this through its, it sounds logical. It sounds like well of course we ought to do this. And then you have to stop a minute and back and go well wait are there any downside there? Are there any downside to this here. Well yea there is. Those people that we're trying to protect so bad, all of the sudden when their rent goes up, whatever, fifty a month, hundred a month, the rents going to go up when this is put into affect. Those either good landlords or those bad landlords ok, definitely going to up. And are they going to be concerned, wow thanks guys you know we sure appreciate you helping us out so much. You know because there's going, are they, you think the renters are going to feel that their getting back that this is really that worth while to them or is it really. So for instance your self. Are you going to feel comfortable $50.00 more a month in your apartment complex that you just said is a good one, are you going to feel comfortable paying $50.00 more a month for this process?

Ms. Bryant: That's why the fee's instituted in this ordinance are as low as what they are. So it would be $50.00 a year, the maximum fees under this ordinance would be $100.00 on a unit. Obviously you will have predatory landlords that will raise it even further.

Mr. Clemens: Absolutely.

Ms. Bryant: But I do think its one of those things where the retaliation section can fall into place. Given the fact that its a negligible fee per unit. So if they do look at it as, were going to raise this rent $100.00 a month because of this new ordinance, once you look at the ordinance and see what the actual fee is, it doesn't fall in line there and so I think...

Mr. Clemens: They certainly have to have more people there to make sure these inspections take place, they have to do a lot more paperwork, they have to do the registration. I mean your putting extra burden on them as business people alright. Their going to spread that burden out how they see fit, alright. And it wont be $50.00 spread out over, you know no, it will certainly be more than that. They wont raise your rent $2.85, no they wont do that. That's not what they do when they raise rents. But I'm just sharing with you, I just want to make sure that were not going a long going, tra la la, you know that there's really not any downside's to it here. Sure there is. There really actually is.

Ms. Bryant: Yea.

Mr. Luzader: I think there are plus and minuses to virtually anything we do up here.

Mr. Clemens: Of course.

Mr. Luzader: But one of the things that we have to look at, particularly with this piece of legislation, is it for the betterment of the City? And that's kind of what I look at and I think it is something that the City needs, whether its in this exact form that's why were discussing it right now. So like I said I do think it is something we need. Any other members of Council. Mr. Clemens.

Mr. Clemens: Yes, I agree with you and I agree with Kristin there. This is, this is not a thing that, that is set up in either departments to be honest. This is, we're talking about over 5000 units more. This is going to take personnel that have to know what they are doing. This is just not just a one time shot. If they do, they got to come back and check what they did. So its an important issue. Were talking about taking hundreds of thousands of dollars to pay for this. I think to do it correctly, I think its something were, should be a separate department. Not a director but a separate department that's, that's ran by the Mayor and its administrative. Its an administrative function is what it is. And its not somebody we can just hire and say here it is. We got to hire somebody that knows that they are doing and we got to hire personnel to go with it. So lets, its going to take something that once we set it up and hire somebody, then they are going to have to work to make it work. They are going to have to lay it out and be able to run it. This is going to be a tough situation. Its not going to be an easy one and I would like to keep it away from both departments. Building department has a lot of work to do. So does the development department, plus development department is working bringing development and so forth to Columbus to Reynoldsburg, then he is going to turn around and charge them for permits, then go and inspect what he has brought out here and I don't think that really adds up together to be honest with you. But I do think its an administrative function that we set up a department and be willing to spend money and do it correctly. I mean don't think its something that you jump right in to, I think its something that's going to take a little bit of time and I agree with Kristin's ordinance, I have no problem with it other than how we operate it. I think it should be done and I understand your point of view, I know that their going to be people knocking on her door here once we pass it, its going to be, developers are going to come in and have a few say about it. But I live in a section where its an older section. Matter of fact, I got four rentals, one on each side of me and once behind me and one in front on me. They take care of their place, two of them, two of them don't. Half of it has to do with maintenance and the other half is they just don't take care of it when they get people in it. And that's what we want to, I don't mind them not cutting the grass, things like that but throwing, you know just their house is letting it go to hell. I don't like that at all. Basically the interior when you have kids and so forth and we do need people to check up on it. But I think its something that, I think its something that we have to hire the right person to run it. And go from there but I agree with ordinance but I don't think we should put it in any of our, any of our building or development committee because they are busy enough.

Mr. Luzader: Mr. Joseph.

Mr. Joseph: Thank you. Couple points. I tend to concurs with Mr. Clemens that this is a big, a big bite for any one existing department to take on. And some type of department of property maintenance or something like that would be definitely appropriate for something of this scope. And I also like the point in the legislation Council woman about notifying the occupant after two years. But I also think it might helpful that at the time of the, the time the person leases the property that they actually receive a document from the landlord stating that in two years that would be something that they could, would be able to request. I know when I was a renter, I kept all my rental documents together I reviewed them all the time and that might be something they could have in their possession, they know up front. It would be helpful before they even get to the two year point. So that might, I would think that would be something beneficial to include as well.

Mr. Luzader: That's kind of what I was leaning towards.

Mr. Joseph: Ok. That way they technically have two different ways of getting, having that information. Up front and then if they neglect to review their material that'll be something later. Because anytime someone has one contact there's always that chance there not going to even see it, you know something got lost in the mail, even a follow up might be appropriate. Thank you.

Ms. Bryant: Yea, my thoughts largely on that were to cover people who are already residing in the units that wouldn't have that pre-move in inspection. But yea, I agree that, that would be a good idea. We would also need to have something in the ordinance that the landlord is required to share that information with them.

Mr. Luzader: Maybe if we could possibly, since your introducing this piece for legislation, maybe get with the Mayor and possibly see what the Mayor thinks it would take to have its own department, personnel, what pay grade that the personnel would need to be at. Different things like that so we have a more concrete idea of what this is gonna cost. I mean I know this is gonna produce a pretty good revenue stream. And I like to make, I want to make sure it basically stays revenue neutral, that it doesn't really cost anything out of the general fund.

Ms. Bryant: Yea, basically pricing on the licensure for the rental units, the lowest being 50 the highest being 100, if we calculate 5400 rental units in the City, which is the rough estimate that I got from Mr. Bowsher. If we multiply that by $50.00, we're looking at a minimum of $270,000.00 a year brought in through the licensing fees.

Mr. Luzader: That doesn't go very far when we start talking buying a vehicle, insurances and all that other good stuff for personnel, so that's why I thought maybe if the Mayor could maybe take a look and see what... Mr. Clemens.

Mr. Clemens: Yea and I agree but I don't think this is something you jump in to.

Mr. Luzader: No.

Mr. Clemens: I mean you get it passed but its going to take time to set it up. I don't want to see us start something that we don't know what were doing. And that's why I said we have to look for good personnel. You know that has possibly worked in this kind, there's other places they've worked and so forth. I don't think its something we need to be worried about getting started next week. I think it takes time, it will take time for the Mayor, see what he thinks about it and but as far as moving it forward I have no problem with you know. And at the last, hold it if we don't come up with a way to pass it at the last meeting but I think its going to take work and to set it up correctly. And I don't know whether do it with council maybe or pass it and have it set up by the personnel or you know so forth as we are to come to come in and direct it. I'd guess something the Mayor will probably decide on how he wants to handle it.

Mr. Luzader: Well and I know we do have a gentleman on staff now that actually worked in the Rental Inspection program now down in Athens for Ohio University. So we do have a resource there that we kind of touched on a little bit to see. Mr. Joseph.

Mr. Joseph: As far as the legislation, this is basically authorizing legislation. Putting the frame work.

Mr. Luzader: Yea.

Mr. Joseph: And then turn over to the Mayor to actually implement it whether that's a month or six months or whatever.

Multiple: Yea, right.

Mr. Joseph: Give him a time frame of where we'd like to have it implemented.

Mr. Luzader: Mr. Hood.

Mr. Hood: INAUDIBLE

Mr. Luzader: Thank you, are there any other questions, discussion from members of the committee, members of council? Ms. Bryant what is your pleasure.

Ms. Bryant: I move that we send this onto council for first reading.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 11/13/2018 7:34 PM**
MOVER:	Kristin Bryant, At-Large 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 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: Yes. As I mentioned last time this was introduced because it was tabled until today was, this ordinance is to help, to improve services for the building and zoning department. This also help to make, make the department more streamline and also help cut out the middle man so that way business that want to come here and do business can get their permits and stuff a lot faster. And also what this ordinance does is basically put it in a department where the, department, development department director already does some of the jobs that are issued in this ordinance. And so that is the reason for this. I know there was some questions about whether we could do this or not. I did have the Clerk print out section 607 and 609 for council to look at. To where 609 is what I'm really referring to, that gives council the power to be able to make these changes and so that's basically about it.

Mr. Luzader: Are there any questions, comments from members of the committee? I still am convinced that this falls under the purview of the Mayor. That development or building department, the service department is all headed by the Mayor and the way I interrupt that the charter says that we cannot change, merge or abolish any departments that are headed by an elected official. Now that might be open to interpretation, which I know a lot of these are. That's my feeling and I think that's basically the same feeling that we get from the City Attorney. Ms. Bryant.

Ms. Bryant: In speaking with Mr. Hood after the meeting last time we were here and then looking at section, section 6 of the charter, it refers to directors who are elected officials. If you go back and look through section 6, its actually starts out with 601 being City Attorney. City Attorney is obviously elected, we have no power to do anything in regard to Mr. Hoods office. You move on and you look at section 6.02, which is Mr. Cicak, City Auditor. Once again as council we have no power to do anything to Mr. Cicak's office as he is an elected official. That's the rational that I'm seeing here under section 6 and under you know, we've got a number of department that are set up that are not elected officials where we have you know department, department of public safety, department of public service and the department of parks and recs you know. You know Mr. Sampson, Ms. Bauman, you know they are not elected officials so but my interpretation of 6.09 we do have the power to make changes. To merge, to revise to abolish, to combine. Its you know, it would be my interpretation that we do have that power. You know I'm not saying that necessarily that this something we should do, I'm saying its something that we can do. Based on the structure of the charter. So that's my two cents.

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

Mr. Clemens: Yea we are already moving this on with our last ordinance we just moved on for the first reading. I don't see any reason to. We have a City Attorney that gave up an opinion as far as I'm concerned. Were City Council, we do our City Attorney, what his opinion is. If people don't like it, they what they do, they hire an attorney and do something about it. I respect Stacie for doing his work but as far as I'm concerned, our City Attorney represents the City.

Mr. Luzader: Mr. Hood.

Mr. Hood: INAUDIBLE

Mr. Luzader: (Laughter) Speak up.

Mr. Hood: INAUDIBLE

Ms. Bryant: Only five.

Laughter

Mr. Hood: I take absolutely no offense to what Ms. Bryant said. The thing about local government is when you talk about purely local restrictions, city ordinances that don't mirror state law, its very difficult to find what we call annotations. Which is cases where a judge decides what that actually means. I go to the plain meaning of the law, at least to the way I see it. I try not read things into it. I read the very specific charter provision that talk about specific departments. If you read other charters, hardly any of them, put in their charter the administrative departments of their City's or their Village's. A lot of them are just department of law and department of finance. So its just my position and Mr. Cicak's position and that's it. And depending on the form of government, whether it be a strong council with a city manager or a strong council with a part time mayor or a strong mayor like we have here, the rest of that power is seated to that body or that position. So rarely, I have found do we get this specific. Why it is that the framers of our charter chose to do so, I cant tell you. But I think that's kind of where were left. I will say Mr. Baker supplied a lot of information, I would ask you to look at that. I think there's some distinctions there between the way our charter is set up and the charters that were provided in the legislative request. Only one of them has a strong mayor form of government. I think its a big distinction, like I said most of them only talk about a department of law or a department of finance. Some charters have been amended to do exactly what he's asking to do. And once again, I want to make sure we take just a little step back and say, I'm not judging this based on the merits. The merit of the decision to move this department is not in my purview, that's not why I'm giving you the advice I'm giving you. I just think the plain meaning of the charter means the service department has the building division in it and until the voters change that, that's what were kind of left with. Whether that's right for a charter review, that would also be your decision. To call for a charter review commission. Prior to our normally scheduled charter review. That's how I've come to my answer.

Mr. Luzader: Thank you. Are there any questions for the City Attorney on this?

Mr. Baker: I guess my question would be, cause in section 607 it does say, include division of Building and Zoning inspection. Where as in 609 it says that we have, that council has the power to establish new division, department or divisions or other sub unit, therefore abolishing revised merge or combined departments, divisions or other sub units therefore rather create this by charter or by ordinance or by resolution.

Mr. Hood: Except that are managed or supervised by an elected official.

Mr. Baker: Yes and the department. But the, its under the service department correct? Its not directly under the Mayor, its not like service department here, Mayor, service department and then building and zoning correct?

Mr. Hood: All of the administrative departments, besides the department of law and the department of finance report to the Mayor. And that's why I think most charters only have Mayor, law director, finance. I don't know why the people who put our s together chose to make them the specific division in those specific departments. I truly don't and that's the tricky part about deciphering purely local ordinances and charter amendments because there is no state to look at to look at those case annotations. But like I said a moment ago, with the research you provided, I looked into it a little bit and there was distinctions, I think clear distinctions. And I'd be happy talk to you. I apologize for not returning your message. My furnace went out Thursday afternoon and I just got it done two hours before I got here. We've been dealing with that all weekend. So I apologize for that. But if you'd like to talk about what I think are pretty clear distinctions. I'd be happy to after we conclude. INAUDIBLE.

Mr. Baker: Ok because I want to do this right, I don't want to cram it through. That's why I have been trying to provide as much information as possible. So we can make an educated decision and not a knee jerk decision. So with that case then I will make a motion to hold this until next council so I can talk to Attorney Hood. So that way we can iron out, because obviously there is a distinction, he has an interpretation, I have an interpretation.

Mr. Hood: Well and I'm sorry to cut you off but once again, remember you ordinance has many changes in it.

Mr. Baker: Yes.

Mr. Hood: The only one that I was pretty adamant about was the building division. The others seem to be creatures of ordinance, which you have the authority to do. I think Mr. Clemens was saying a moment ago, we went from the rental registration to be under development, maybe under building maybe were going to create a new department. Maybe that's what you guys are able to do. You all put that frame together then the Mayor runs it. That's how it works together. So because it new. Because its not in the charter you can call it, well I don't know what you would call it. You would call it something else and therefore after you ordain it, the Mayor would administer that department, that's how it would work. So...

Mr. Baker: But that's the kind of the reason why, so we can discuss because you had, we had a family issue, I wasn't able to come and see you because one of the kids were sick and I couldn't take anymore time off work, which you know how that is.

Mr. Hood: I was there too last week, I understand exactly...

Mr. Baker: Yea, so that's why I would rather sit down instead of...

Mr. Hood: Yea, be happy to.

Mr. Baker: Like I said cram this through. Everybody has a lot of information. Like I said you have interpretation I have one and I would like to sit down and discuss the two, maybe come up with some sort of compromise...

Mr. Hood: Be happy to.

Mr. Baker: Something that way. So I would like to make the motion to hold it until the next council meeting if that's ok.

Mr. Hood: The next committee meeting?

Mr. Baker: Huh?

Mr. Hood: Next committee meeting?

Mr. Baker: Next committee meeting, sorry.

RESULT:	**ITEM HELD [UNANIMOUS]**	**Next: 11/26/2018 7:32 PM**
MOVER:	Stacie Baker, At-Large Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

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. Sampson: Thank you Chairmen Luzader, members of Council. I just wanted to say regarding the rental inspection that Andrew and I have met on it, we've talked about and what its worth we voted to put it under Parks and Rec so its...

Mr. Baker: Congratulations Donna.

Mr. Sampson: Congratulations Donna. The purpose of this legislation is recommend to council for your approval the water rates for 2019. The current water rate is $7.81 per 1000 gallons. The recommended 2019 water rate is $8.12 per 1000 gallons. A cost of $0.31 per, increase of $0.31 per 1000 gallons. 4%. These rates do not change, increase or decrease over the course of the calendar year. There are no additional fees or increases to these rates through out the year. Our billing is meter based and reflects household usage. If you have a resident that is concerned about a significant, increase or decrease in their water bill I encourage you to please have them contact their water department.

Mr: Spalding: I have a question. Now I understand, I can see that we see a 2% increase from, from for our water. We're charging, we're passing a 4% onto our people of the City. I mean what do we do with the difference and why. Why don't we just pass on a 2%, why do we pass on a 3, why does it have to be 4? I mean is there, is, I mean where is the magic in there?

Mr. Sampson: I can explain that, thank you Council Spalding. We buy our water, we have to pay to pump our sanitary, operation and maintenance cost. In the City of Reynoldsburg, while we do buy our own water and pump our sanitary, we manage our own infrastructure. Water sanitary lines, our crews, Mr. Hellman and his staff are on call 24/7. You know we have to, when the lines break they have to be onsite. That increase, that those operation and maintenance cost, salaries, capital equipment, to be able to accomplish that, that's where that money goes. And we work very closely with the, since I have been on board, we work very closely with previously Mr. Harris' group and now Mr. Cicak's group, really to go through in detail what are our anticipated needs for the coming year and how much were going to need to function.

Mr. Spalding: Well then let me, let me just do a math quiz then. Ok so, do we end up in the hole or do we end up over money at the end of this time. With that extra 2% we get, does it just cover our cost, because we are already increased, remember because of the broken and all that. We already gave them a kick a little while ago for sewer and for water alright.

Mr. Sampson: We did I think a year ago.

Mr. Spalding: Yea, right, ok. But we didn't take it away.

Mr. Sampson: No.

Mr. Spalding: No, ok. Just... we haven't taken it away but we did give them the kick because we were going to fix all the pipes to make it better so we weren't wasting all of this water, which is a very good thing. Conservation is good. So with this 4%, where do we end up with that extra 2? Does it, are we down to zero at the end? Do we make money on this deal? (INAUDIBLE) I mean where are we? I mean I just want to know the math.

Mr. Cicak: Ok Councilman Spalding, the, all the math started on page 50 of the packet that you have.

Mr. Spalding: Ok.

Mr. Cicak: And there is probably three pages of the breakdown for the water department. It includes all of their salaries, all the retirement, medical insurance, increases and if we ever want to develop any land that doesn't have water, we have to have the money to do that.

Mr. Spalding: Ok.

Mr. Sampson: We also have overtime.

Mr. Spalding: So that all comes out of that extra...

INAUDIBLE

Mr. Cicak: It's an enterprise funded solely, solely funded by the water rates. So if we pay what $5,000,000.00 a year to Columbus, the additional, the 1 or 2% goes to operate the department.

Mr. Spalding: Ok, alright.

Mr. Sampson: And with that, we don't take that money of out the, what would be Stephen... INAUDIBLE

Mr. Cicak: I didn't hear you.

Mr. Sampson: With that, we don't have to take that money then pay for those services, that operation, the maintenance out of the general engineering, is that accurate?

Mr. Cicak: That's correct, everything comes out of the enterprise fund.

Mr. Luzader: If I remember correctly and Mr. Joseph might remember, Mr. Clemens might remember but the Mayor probably does. I think there were a few years that we basically just passed what Columbus was raising and sometimes we didn't even pay, didn't even pass on the full increase that Columbus was passing because we did have a surplus.

Mayor McCloud: We did and if I could address that Mr. Luzader. This pro forma that goes into this, as a lawyer there is no math on the BAR exam it makes my eye glaze over but there is a lot of work and effort from the Auditors office and the Water department and Service to make sure that we hit that sweet spot. We don't want to get to a point where we cant respond timely to water line breaks. We also don't need to run a heavy reserve, so that is a long cumbersome process. But they go over that with a fine tooth comb to make sure that we do hit that sweet spot.

Mr. Luzader: And I think also didn't, a few years ago when Mr. Kipp was the superintendent, didn't he and Mr. Harris and possibly even Mr. Hood, work diligently to keep some of the rates down that Columbus wanted to pass onto us?

Mr. Hood: I'm glad someone was around when I did some (INAUDIBLE) Yea, like the Mayor said the pro forma is a good look back and a good look forward and its no exact science by any means but its provided to you and if you need it to be explained a little bit more in detail that's what we need to do for you to make sure you make an educated decision. But it really is that snap shot looking back, looking forward what we can anticipate. But it does start with the Columbus pass through cost that we unfortunately have to pass onto our consumers. So but the Mayor is right, we try to hit that sweet spot, we do it adjust tit almost annually and to make sure that were not, like you said, running very very healthy balances in those enterprise funds. But it does pay for everything. We don't, we don't subsidize anything out of our general fund. These enterprise funds pay for themselves.

Mr. Sampson: And we don't want to sit on tax payer money. I understand where Councilman Spalding is coming from and you Mr. Luzader, that we don't very aware of what we bring in and what we're spending and that's monitored throughout the year.

President Joseph: Several observations, when I first joined Council, it seemed like every year it was the same discussion. Rates are going up, a lot of people upset about it and we had a couple years where we were like right around 9% because Columbus was being slammed by new EPA rules and they had to build a new water treatment plant and they pass all of those costs on. And the other thing Columbus does, it's not fair but they're allowed to do it is whatever their percentage is for City of Columbus residents, they tack on 1 or 2% for all of the suburbs. So its not fair but they're allowed to do that. The state legislature tried to reverse that, but it was not approved. So I spent about 6 months about 11-12 years ago looking at what other options we had, whether we could form some sort of water-sewer district with other suburbs and what I discovered is that it would be even more expensive to do that. So really we're not left with anything other than working with Columbus and we're really at their mercy when it comes to the rates that they come down on us with and we have to build in whatever we need to maintain our own infrastructure as well. My evaluation has been we have excellent water and sewer services for what we pay, we really do and I've been here 13 years and these are modest increases compared to some of the big increases 10 years ago. A lot of people don't realize that, but that's kind of the history why we don't have any other options.

Mr. Sampson: I appreciate that Mr. Joseph, but to add to that, I spent part of my career in the private sector building water and waste water treatment plants. They're not cheap. Technology has just grown tremendously over the past 10-15 years, they're about 25 million, average per plant. In fact residents come to me and say why don't we build our own. If you see a water main break in Columbus and I think many of us have you see that water run continuously for days or weeks. They don't mind, they're not paying for it other than the inconvenience to the businesses and the residents and the mess it creates they're not paying for that water. When we get a break, we're paying for it. And our guys, that's why I say, are out like our street department they're on call 24-7 to respond to these leaks and get them repaired as soon as possible and with that there's an incurred cost.

Ms. Bryant: I always say I didn't go to law school to do math, it kind of goes hand in hand with the Mayor's story, but if I'm understanding right and I'm probably not because it's math, they raise 2%, we raise 2%, sometimes they raise 2%, sometimes we raise 1% and the amounts that we're raising in addition to what Columbus is raising, that's just strictly infrastructure, is that correct? So it's infrastructure, maintenance. Where are we in terms of every time they're raising and we're raising with them, are we keeping pace, are we falling behind?

Mr. Sampson: That's a great question. That's the benefit of the proforma, and again, we are able to track that. Again, if we're raising it 1%, we have a surplus the previous year that we can take advantage of. Did we find ourselves running lean, overtime, a lot of work. Are we spending that money more quickly. The benefit of the proforma, and I've had a great education from the Auditor's office on it in terms of anticipating, we can't anticipate what we're going to have this year in terms of maintenance issue. So we do our best based on history to adjust those percentages accordingly.

Ms. Bryant: Ok, but every time we're raising it because they're raising it, we've never repealed any of those raises, we've always continued to raise and raise and raise.

Mr. Sampson: Yes

Mr. Hood: Think of it like road salt. We buy road salt, we fill the barns. We have a very mild winter, we don't need to buy more road salt because we haven't used it. We have a mild winter, not a lot of water line breaks, we don't send the crews out, no over time, no over water that runs down the sewer, all that kind of stuff, maintenance costs go down, we look at the proforma and go, ok, here's our balance, here's what Columbus hits us with, can we absorb that difference for this year, can we absorb it to a degree where we don't pass on the full amount. Maybe our administrative costs go down because we're doing billing better in a more efficient way. All of those things are embedded in that document.

Mr. Sampson: We don't just recommend the rates, have them pass and then move on. We track these meticulously thought the year just to see what are we spending, what do we anticipate, what do

Paul and his staff need and make those adjustments. What we don't want to do is run out of money before the end of the year and have to go back to the General Engineering to acquire those funds. Take something from somewhere else, we want to manage it. Again, we don't want to sit on taxpayer money either. We want to be very cognizant as far as what we bring in and be very meticulous about what we're spending.

Ms. Bryant: So based on the repairs that we've had that we've benefited from the increased rate. Based on those improvements that we've made to the infrastructure, are we finding a reduction at all in water main breaks?

Mr. Hellman: I'd say it's about the same. The systems are getting older. The oldest parts of the system there are breaking. You have 143 miles of water main in the City of Reynoldsburg and all of those are different sizes and different types of material which tend to corrode, tend to break and need repaired. The project we did on East Main and Baldwin, that was close to 2 million dollars just to do the water main. It costs a lot of money to replace and repair these water mains and sewer mains.

Mr. Sampson: And that's a great point that again, when we did, part of my goal and the benefit of the tax payers passing the levy is that if I'm doing a Baldwin Road, I'm going to go there at least once in my lifetime. I don't want to do the street one year and then go back 2 years later and do water main. We're able to put in new water main and replace/repair the road with the ribbon cutting I hope you come out to on Thursday, but yes, our goal is that when we go in to do that kind of infrastructure, that we can be as all inclusive as possible given the available funding and that's the roadway, water, sanitary, stormwater. We're going to fix it and move on to the next project.

Mr. Baker: How much improvement has there been since the last raise. Because when you raise water rates, especially people who rent, their rent goes up because their landlord says they gotta cover this and they just cover costs from that. And I get why Columbus raised it because when Columbus built their second water plant I was wondering how much cost that was going to be put on the home owner and renter. If we're paying it, I just want to know what's the progress since we're paying extra for those amenities.

Mr. Sampson: We're playing catch-up. I think it's like 80% of our roads need some sort of level of rehabilitation. Water mains, we meet quarterly with our city engineer EMH&T and go through the 5 year capital improvement plan in great detail. What's coming up, what's changed, what do we have money for and reevaluate weather it's roadway, sanitary, stormwater or water. Are we making progress? Certainly. Being able to replace we had to bond the project on Main Street to pay for it, getting that work done was significant. That was an old line, there were quite a few leak issues with it, breaks with it and the same on Baldwin. Our goal is to simply chip away at it. We'd like to be in a position where we're proactively repairing it as opposed to having significant breaks that we've got to go in and take out sections of sanitary or water line to repair or replace. We're making progress.

Mr. Luzader: And we do that every year. We have a water-main maintenance plan just like we do the streets.

Mr. Hellman: We're mandated by the EPA to fix 5% of the city every year. And that's a mandate.

Mr. Sampson: And our goal is to not just meet but exceed that. We don't want our residents without water or having sanitary issues. We try to be as proactive as possible to accomplish that.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 11/13/2018 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 SUBSECTION (C) OF SECTION 945.02 “RATE SCHEDULE” OF CHAPTER 945 SEWER CHARGES. --- Luzader. Public Service and Transportation Committee.

Mr. Sampson: The purpose of this legislation is to recommend to Council the wastewater rates for 2019. The current wastewater rate is $7.97 per 1000 gallons. The recommended 2019 wastewater rate is $8.29 per 1000 gallons. An increase of 33 cents per 1000 gallons. Again, this is a 4% increase and as I've said earlier, these rates do not change, increase or decrease over the course of the calendar year and there are no additional fees or increases to these rates throughout the year.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 11/13/2018 7:34 PM**
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

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.

Mr. Hellman: This is a possible chance for a loan forgiveness or grant. It's to apply to have the Mayor sign the WRSLA so we can obtain an asset management plan which is also mandated by HB 601 that says that we need to have something in place in the event of a catastrophe, what do we do, what do we follow. And the loan forgiveness is up to $10,000. We have to apply for the loan first, to acquire the forgiveness, that's how it works.

Mr. Sampson: We've got to pay for this regardless. My credit to Paul for the due diligence to find a grant program to be able to fully pay for it or assist in paying for it.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 11/13/2018 7:34 PM**
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Stacie Baker, 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.

Mr. Sampson: The purpose of this legislation is to approve the lease agreement between the City and the YMCA of Central Ohio. The term of the lease will be for 20 years with the option to renew for 2 10 year extensions.

President Joseph: How did we come up with 20 years with the 2 10 year extension option? Is that kind of standard?

Mr. Hood: Maximum allowable by law.

President Joseph: Ok and that's what we wanted the maximum? What happens if we were to do this the additional 10 years, what would be the process at that point.

Mr. Hood: If they choose not to renew, the building remains ours and they have to give us I believe at least 6 months, if not 1 years notice. But they are automatic renewal and all indications, I've not met anybody who has been a partner with them where they have not renewed at the agreement of both parties.

Mr. Sampson: And again 20 years, we kind of went back and forth and Jed went through the lease, but Brian Kridler, myself have had discussions that is it too long, is it not long enough, I've had feedback that after 20 years we may not want them, we may have gone a different direction, want to do it ourselves and so the options are on the table. We have the 20 year lease, they have the option to say we don't want to renew, we have the option to say we don't want you. It keeps the door open.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 11/13/2018 7:34 PM**
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

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.

Mr. Sampson: This ordinance is authorizing the Mayor to approve our city engineer to conduct surveying, engineering and bidding services for the East Main Street and Taylor Road turn lane. The project will include the addition of dedicated turn lane from southbound Taylor Road to west bound East Main Street and the goal is to use TIF money for the construction and this will be done in 2019.

Mr. Luzader: The emergency is so we can have it ready to bid early next year?

Mr. Sampson: We want to bid this in sync with Palmer Road and for them to get at this late date get the engineering bids specifications done, we get a better price when we bid it all together like we did last year. We want to bid early to be able to maximize those good prices and again from a schedule standpoint to get it done before the weather that we have today. Exciting news we came under budget on the 2019 street program and I met with the Mayor several weeks ago and brought our contractor back out to continue some work on Main Street with the remaining funds, so yes, it's good to get ahead of schedule.

President Joseph: This is something that is desperately needed on my side of town. But out of curiosity was any consideration given to a turn lane coming from north bound Taylor to east bound Main because that can significantly back up almost as bad as the other direction and I'm just curious if that was under consideration or if it wasn't even thought up.

Mr. Sampson: That's the first I've heard of it Mr. Joseph, certainly any ideas on how we can improve traffic flow in the city, I'd be happy to sit down and talk about it.

Mr. Hood: Not to talk out of school, but that's part of the engineering process. They'll come back with some recommendations. One of the things we heard for the last few months is that the direction that they're proposing now, but EMH&T will come back with engineering with recommendations for the Service Director and then a project put together. The other thing I want to make sure you guys understand is these TIF dollars are available. They're not speculative, we have them on hand in the account to be spent in the Kroger area.

Mr. Sampson: And we are limited with what we can do with that money.

Mr. Spalding: I just think from a logistics standpoint, there's already 2 lanes going east. There's only 1 lane going straight and that one lane is also a right turn lane so putting in a right turn lane makes a lot of sense because now you can have a straight and you can have a right. So basically 4 lanes of traffic going in a southerly direction, that's good.

Mr. Baker: And add on to that there is already a light that tells you to turn, but if somebody's going straight, you can't make that turn anyway.

Mr. Sampson: I went out with our city engineer and we pulled the map from the county ensuring that we had the correct amount of right of way to be able to accomplish this without having to acquire land from Kroger.

President Joseph: This isn't from Kroger, it would be the other side. It's my guess property owned by the mobile home owner. If something like that would be proposed, I guess we would just have to deal with that property owner correct?

Mr. Sampson: Again, we would have to see how much we would need.

Mr. Clemens: I'm for it, I'm not opposed to it, I think we need it. As usual I don't think its an emergency, it could have been done a month ago and if Evans Mechworth can't do it tell em to put on another engineer. I mean I get tired of hearing that really. Waiting until the last minute and then well we're going to put it in with this, put it in with that. It's something you know is going to happen so there's no reason we couldn't have done it a month ago. I just get tired passing things as an emergency when I don't think it is an emergency now. I don't want to hold it up, but I'd like to see things.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 11/13/2018 7:34 PM**
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Stacie Baker, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

105-18

ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY. --- Luzader. Public Service and Transportation Committee.

Mr. Sampson: I have black and blue knuckles from the Auditor's office getting my wrist slapped. This ordinance is requesting Council to approve payment to the design consultant for services on the Reynoldsburg Community Center YMCA. As the city's project manager for the center, the critical deadline that we had on schedule was the delivery of the construction document CDs. These CDs are turned over, will be turned over to Gilbane for the final guaranteed maximum price for our center. The deadline for the consultant was October 1st. This date was key to keeping the project on schedule and as the owners representative, I told the consultant that I would not approve any invoices until I had the deliverable in hand and time to verify sheet by sheet 200 sheets the contents. The consultant met the deadline.

Mr. Luzader: And I want to thank you for diligently waiting until we got all of those documents.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 11/13/2018 7:34 PM**
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

LEGISLATION FOR SECOND READING

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. Bowsher: I know this is for a second reading but I was just hoping after speaking with a few of you if we could pass this and change it to an emergency either for the second reading or third reading, either is find just as long as we waive the 30 days. We have an application that is coming up to Planning Commission and I want to make sure that it gets its full attention if this were to pass to make sure it goes under the new rules.

President Joseph: It is your intention to send this for third reading but with emergency?

Mr. Luzader: Yes, that's my intent.

Mr. Clemens: I'm not, there's a section that I'm opposed to, but I'm willing to go along with as far as the density on these situations. I know that a lot of the programs that you want to bring in that they need it, they want it, but I do have a problem for the City Attorney, not a problem, but I want to know what it takes to override the Planning Commission on this. I don't want to go through what we went through before. I'm not crazy about...

Mr. Hood: It depends. 6 votes to differ from whatever the recommendation of the Planning Commission is, whatever that may be. But at no time will a zoning district be approved without at least a majority of the Council concurring together. So it depends. It depends if you want to make a little itty bitty tweak to one of the Zoning, and it doesn't have to be PND, that's just what we went through, but it could be for any Zoning District change. Any recommendation of a zoning district change made by the Planning Commission, triggers that provision in 1151.

Mr. Clemens: I don't have a problem because I know there are situations where it should be done. My problem is you're starting at zero and it could go up, but I'd rather have Council have it and go down. Now, that's my problem, everything, if there's no way to stop it, everything could come in.. you know, and not go to Council.

Mr. Hood: But the legal standard in a review of these in a 2509 appeal which would be basically somebody who is aggrieved that does not like Council's answer, and they file a lawsuit against us and we go to Common pleas court and we don't have a new trial, what they're going to ask me and I'm going to argue is that my Council did not make and arbitrary and unreasonable decision not based on facts or law. That's the answer and as long as you can articulate, like Mr. Luzader did or you have done in the past, specific reasons why you find it not to be within the code then we're going to be ok. That's our best case scenario. If you just say I don't like it or I don't want it or I think its great but I think it should go here, I don't think we're going to win that case. But if you can point at the specific examples and be very clear on the record why you find it not to fit the characteristics of the proposed district change is, we're going to have at least a puncher's chance.

Mr. Clemens: You know and I'm on these type, I'm elected, I don't really care what the court says to be honest with you. You know that. My problem is we're laying out there flat zero, and we're building it up from there. Now, I have no problem with that on certain projects, but not on every project and I don't know if every project will come back like that and I'd like to have Council have some, we were elected to make decisions, I don't want to put the Planning Commission in a problem.

Mr. Hood: I think when you talk about the 1183 PND type zoning, specifically, you go back to the purpose the Council ordained it. What's unique about that design, what is attractive about that design, what is cutting edge about that design. That's the kind of hallmark of that and if you stay within those lanes, I think you'll be ok.

Mr. Clemens: That's my only *** . I know there are situations it has to be done and there's probably one waiting right now and I don't think, you know, why would I want to vote as an emergency because somebody is waiting to come in here and build apartments. I mean, I'm not stupid, I may not be right, but I'm not stupid and that's the problem. All I want to know is I don't want to go through the situation we were in before. It dragged on. I may have to start coming to the Planning Commission meetings.

Mr. Hood: We're still working through this. 1183 has only been around for a year and a half. So, it's not been an ordinance that we've had a lot of experience with. Nobody wants to go through that.

Mr. Luzader: As I said 2 weeks ago when we first started discussing this, is this is just a band aid on something that was brought to light when the last PND took 6 months to finally come to a conclusion. I think Mr. Bowsher has already put into his budget to completely rewrite our zoning code to go along with our proposed comprehensive master plan. So when that happens, this will be addressed again.

Mr. Bowsher: Just to piggyback on that, yes we have budgeted that obviously we'll have that budgeting meeting soon. But yes we are bringing on Calfee Zoning his name is Shawn *** our steering committee for the comprehensive plan will stay on for the zoning code rewrite as you said Councilman Luzader, it is just a band aid fix to get us through to a more comprehensive zoning change and we probably will not need into the future PND because the code will fully enhance our future land use map that the residents of Reynoldsburg that we're excited about creating a lot of members here on this Council will help make as well.

Ms. Young: I'm not nervous to speak to you but my body doesn't react well but my name is Thaah Young, 9167 Taylor Road: You guys all know me and you know I am really happy your having this discussion tonight. I don't particularly like the way that it came about in a special meeting. I think that the public was not informed very well. Everyone of you know me, everyone of you have my email address, my phone number so. What's being said tonight though, and I'm not even going to address what I wrote, is I think that maybe you need to think about the community. Because the only thing that we heard as a community was that we're gonna pass this. We're gonna pass this. We have the power to pass this. Now, why are you changing code to eliminate the density requirements that you just passed in April of 2017, what changed? Because whatever Mr. Bowsher wants to bring in, and I am so happy that this community looks like its growing. It makes me happy as a business owner, it makes me happy as a land owner. But my concern is, is if you had the power to pass whatever you wanted starting nine and a half months ago, why do you have to go and change this now and then change it again later on down the road. I have concerns. I have concerns that you cant go backwards. I also have concerns about everyone of you as individuals being sued by a developer if you do say no. You can be sued civilly. And that includes the planning commission. How, why would any developer in single family or multifamily developer, come into Reynoldsburg and not ask for PND. To avoid all of the regulations. The rules and regulations were put in place by this council, by the original people who started Reynoldsburg to protect us. Not only protect us from bigger governments but to also to protect the people and their interests. I have concerns that moving that around does not protect the people in the community because the planning commission during the last metro development on Taylor Road, I don't think there was anything unique about that project. I don't think there was anything that brought an enhancement to that project to our community. I think it was a great project. I think it would have brought a lot of money in. I have one planning commissioner tell me the only reason he changed his vote was because of the TIF money. That's not enhancing our community, that's not helping our school systems. That's not allowing the private property owners who have invested interest in this community to have a voice. And I think that if you change this requirement just because there might be somebody coming that you already have the power to say yes or no to. Regardless, you have the power to say yes or no. But if you take away the density in this PND, that's the only voice the community had in the last development. Because our concerns were not an issue, they just weren't heard. Now you guys all can have different opinions about that but that's how we felt. I do appreciate your time, I would be very careful about changing this, I think you open a very big door that you cannot shut easily. You open the City to a lot of sued. I truly believe that. The other thing I have to say is, is from 1970 to 1999 and I went through the records that Mr. Bowsher gave me on the apartment complexes that were built with very high density, those apartment complexes are failing. Your having to create a whole new department to be able to regulate that. Think about it, high density. I am all for high density in the City in certain areas. I am all for improving this community, making money and seeing people happy and prosper. But I am not for thinking about letting the rest of the community as we age, I want my grandchildren to come here, I want them to want to be in this community. I think that's what we all want. I appreciate your time, thank you.

Mr. Luzader: Thank you Ms. Young. Next speaker is Mr. Mark McKenzie.

Mr. McKenzie: Mark McKenzie, 1014 Lancaster Avenue. Yea in fact President Joseph asked me to address the Council because after the last meeting I had an interpretation when there seemed to be some confusion about whether this would require three readings or not. And so I have come here to address that and I just pointed out to him that by my interpretation of the charter that this being a zoning code ordinance would still require three readings even with the change to 411b and also 1151. And so that's just it, it just section 404, each ordinance and resolution so, that would be read on three different days occurring within, with at least one week between readings and this is still an ordinance. 411b states that the council shall by ordinance or resolution, establish procedures for review of ordinances including this. But that definition of review is not made. And its not clear that a reading and a review are the same thing, that their interchangeable terms. And I don't believe that they are. Its certainly its going to be a difference than a councils review of a zoning variance made by BZBA, this is an ordinance. This has more general application. And so I don't think a one meeting review is really sufficient, even if you take that, I think very odd, interpretation of the charter. So I believe that these zoning ordinances still require three readings. I also don't believe that a reading constitutes a review, so last time three weeks one day ago, you had a reading of the title, I for example did not hear a review of the ordinance at that point. And if your going to be doing a review you might ask things like what, why was this zoning instrument developed? Not just hear in Reynoldsburg but because Mr. Snowden did not just create this by himself, he took it from elsewhere. And in fact I know what the original intent of this particular instrument was and it was for these large scale, because its planned residential development district, these large scales, multi use complex development such as we heard Mr. Bowsher point to on the, you know land use planner, new development plan and what we've gotten so far from these planned residential development district applications have been two very conventional modelethic apartment complexes. And on the commercial side we've gotten one corner gas station out of it. And I believe Mr. Bowsher's not, its not his problem, because these were started by Mr. Snowden. Was that this is just being used as an end around, around our quantitative zones. And so while I think that if we want to actually to implement the master plan that we presented tonight, these planned development districts are going to be needed but not in the way that they have been used so far. Thank you. Any questions? No, thanks.

Mr. Luzader: Thank you Mr. McKenzie. And the last speaker I have is Mr. Robert Barga. And I see he is gone so. And I'm not going to speak for him so (LAUGHTER).

INAUDIBLE

Mr. Luzader: Certainly. You can just give it to me if you want, yes. Please state your name and record for (INAUDIBLE) in the microphone please.

Ms. Grimes: My name is Linda F. Grimes and I live at 1370 Reserve Drive, Reynoldsburg, Ohio 43068. When I got the notification that this meeting was in place today, I noticed that a decision had been made with regard to removing the density limitation in parking. My concerns are very similar, actually similar to what Thaah said and also the other gentleman. The only reason we were able to put forward our ideas and our concerns was due to the density primarily and the parking. If those things are removed, then that's gives INAUDIBLE to anybody coming in. And I can look out my back window and see theoretically anything, because then I cannot successfully argue for anything other than what you all would have permitted that developer to do under planned development. And if the concern and you all are tasked with looking at us and our community and concern for the people who live here, then I really don't know why you all would decide to remove caps on density and parking. To me that's not logical. What it does is it, and when I thought about it, I thought about visions of sugar plums, promises of money. And yes, everybody wants Reynoldsburg to grow and to development to mature to welcome new people and business but not at the cost of the people who live here currently. Not a the cost of the people who pay taxes, who attend meetings, who show a true interest at what goes on in this community. That's really all I had to say because the only thing I can see driving it is money. And money doesn't necessarily the receipt of money, should not drive what you all decide, permit in the City. And still have a concern for the people who live here. Thank you for your time and that was all I wanted to say.

Mr. Luzader: Thank you Ms. Grimes. Are there any other comments from member of committee, members of council? If I could just elaborate for a minute. I was one of the people that actually talked to Mr. Bowsher about this. And I was one of the strongest opponents of the last development based on the density and the garage requirements. From my perspective as a councilman and the reason I was actually a proponent of this change, is we hired a development director to help improve the City, with thee certain restrictions on there I feel we are tying his hands to a certain point. Now for me, if a development were to come in, I don't care who it is, but its a development that looks like junk but they meet all the density requirements, garage requirements, parking requirements everything. As a Councilmen I am going to have a hard time saying no you cant come in. Because your meeting all the requirements. But if a development comes in that is something that's extraordinary that's really going to improve this City and we have these density requirements in here, I have to argue the same argument that argued against the metro development. And I think in that perspective were tying our Development Directors hands. Now true this is a band-aid, this is not going to be in effect forever. I agree you cant go back you cant go forward. But this is just a quick fix until we get our entire code rewritten. And that's all I've got to say, if anybody else has any comments, Mr. Clemens.

Mr. Clemens: Yea, you know I appreciate you opinions from last time but what makes you think its gonna change? You know, we changed all these with Eric and she's right. We're changing everything that we did. Why are we doing that. Then we're gonna change em again. What are we doing? Do we have somebody now that wants to build something and we want to change this real quick and suck em in there, is that what its about? That's what I want to know, is this what were doing? We want to do this quick. Because we got somebody that can come in there with a low density and we want to give them that. I mean that's what bothers me when we come in with things like this and also want to end up with them as an emergency and so forth. There's gotta be something behind it. These people are right. They saw what happened, they went through this now they are seeing what they did all be destroyed. That's the part I look at.

Mr. Luzader: All I know is I've had assurances from Mr. Hood that its still would just take four votes on Council to...

Mr. Clemens: That's what I'm trying to get him to say, if he would stand up and four votes and you got (INAUDIBLE)

LAUGHTER

INAUDIBLE

Mr. Hood: I would echo a couple things, I advised you, it seems like months ago now. Not to deviate from the standards that you have ordained and put in place for any developer, because its the law. I think Mr. Young actually mentioned that one time when he spoke. If you want to change the law, that is absolutely your purview and that it what they are asking you to do now. For whatever reason, you guy have to decide INAUDIBLE Mr. McKenzie's what, why, you know, should, could, whatever. So, but it would also say, one of the things that we did get submitted to us under the BZ zoning district, was that farmhouse development, the single story. No I'm sorry, was it two stories. Two stories, single family homes, small developments. Didn't meet all of our zoning because, and that's why we used the PND. And I think all of you thought that, that was a great looking development. That was new and fresh and innovative, and that's what I think the purpose of the PND zoning is supposed to do. So, if your gonna differ from the planning commission, you need six votes, ok. Whatever the difference is, whatever that recommendation is, approve, approve with conditions, approve with no conditions, approve with a million different conditions, some of which you don't like. You need six votes t change that. But if there is not a majority at all, no zoning district change happens. There's gotta be at least four that agrees with the zoning district change or nothing happens. Ok, that's what I can say in certainty because that is the black letter, what we call black letter, that's the absolute language right out of the ordinance. That's what I know.

Mr. Clemens: Yea, that's what I wanted. I wanted to know the difference between four and six.

LAUGHTER - INAUDIBLE

Mr. Hood: Two.

Mr. Luzader: Hey I thought you didn't do math.

LAUGHTER

Mr. Luzader: Ok, so now is there any further, Mr. Young. Do you have a question?

Mr. Young: Yea.

Mr. Luzader: Yes.

Mr. Young: Aaron Young, 9167 Taylor Road SW Reynoldsburg, Ohio. If we get rid of the density requirement here in this law, that's the one thing just kept us coming back because that was our contract between us and our government. And it was protection put in there, in place for the citizens of Reynoldsburg, that's part of the reason its there. I think getting rid of the requirements, the zoning requirements written in there about the density is taking protections away from the citizen and kind of making this body a little more of a Banana Republic. Versus we have a contract with protections in place for the citizens cause its only gonna matter whose up here as far as what get passed or not. And as far as putting forward and emergency vote for this or motion, its just like the last time, it wasn't our fault that the developer applied for PND when the PND specifically said the density couldn't be this high. So if that's happening again, what's to say about the developer saying ok here's the law, the contract between government and citizens but were going to apply anyway sand see if we can work around it. That's a little bit of a Banana Republic if we just keep going forward with that. And we will just keep coming back and coming back but its only going to matter, the power is not with the citizens anymore or the contract the law as it is. It'll be up here. And its not supposed to be that way in a Republic. Another thing I'm going to say about density in our City, in our community is right now we have open boarders. We don't know whose coming into this country. They are not good people, there is some good people. But I have seen what happens with immigration. You can give me that look but I've seen what happens over Europe. Alright. You don't know whose coming across but its been driven by the UN and there is a lot of money behind it and there a lot of reason behind it. Ginther last year passed an executive order, no one can ask in the City government what your status is as far as being here legally. Reynoldsburg City Schools council or their school board, were not going to ask anybody if they are here illegally or not. Ok, we will be able to respond to that. But that's what I read in the paper and if you want high density, you ant to put all that stuff across the street from us who are in this neighborhood. If you want the neighborhood to last, we need to be careful about it, protect our citizens, keep our citizens in mind. Because we pay for it. I mean that crime we heard about, its awesome the way it turned out. In that life wasn't lost but that was right here is our community and I don't know where that comes from but that is here. So, we've got issues but we don't want to make those issues worse. Were right next to a sanctuary city and all your asking for is higher density. I mean just cramming people in. And there's a reason for that and its going somewhere. And I caught 2030 and we'll probably be talking about that a lot more here because we will have to be looking into INAUDIBLE we have to be careful, this master plans is part of 2030. I want to commend this City though for looking at the Taylor Road and Main Street intersection. Its very good. I'm glad you guys took the initiative to do that, thank you very much.

Mr. Luzader: Thank you Mr. Young. So with that are there any comments from members of committee? Ms. Bryant.

Ms. Bryant: What is the ETA on having the zoning re-edited, as a result of the comprehensive master plan?

Mr. Bowsher: Currently, Calfee Zoning is doing there diagnostic currently of their current zoning code. We're taking little bits of pieces that do work, basically holding it. But pretty much its a complete overhaul and then next year will be the second iteration of that, that were tying to budget for in the development department. And we have a rough ETA of about this time next year, so it will be about a year long process as similar to the comp plan.

Ms. Bryant: So essentially we're looking at a quote un-quote, band-aid for a year?

Mr. Bowsher: Absolutely. That is just to get us by, as Mr. Hood had pointed out, we get a really nice development such as the farmhouses or some of the other projects that I'm already working on our comp plan, the last thing that I want to do is stop the really great development that we have moving forward into the City because we cant actually do it.

INAUDIBLE

Mr. Bowsher: Not if there is restrictions on it though.

Mr. Luzader: Excuse me.

Mr. Spalding: Come in, no no no, were out of order.

INAUDIBLE

Mr. Joseph: Yes, and Chairmen I suggest we wrap this up, this is well over three minutes.

Ms. Young: I asked that question, what stopped you from voting any development in PND, up or down. You have the power to vote anyway you want, the code does not stop you from doing that. The code is only as good as you want to make it or as bad as you want to make it. That's the question.

INAUDIBLE

Mr. Luzader: Thank you Chief. There any other discussion on this item.

Mr. Clemens: Just one thing. You know I want to make it understood, I'm not against the density. I'm saying that it could come to council and we could control whether its up or down. I mean that's not, I'm just saying to pass a law that is there you know is different than council making the decision that lower density or high density. We can do the change, I mean that not opposing that we get rid of everything. I mean I know that we have new structures that should come to Reynoldsburg and things like that and I'm not opposed to them. I'm just saying to be flat opposed to everything, the density is there, it doesn't come up, it stays down or, that's the part I'm against.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 11/13/2018 7:34 PM**
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Caleb Skinner, Ward 1 Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

Service Department

Bill Sampson
7232 E. Main Street
Reynoldsburg OH 43068
614-322-6884 Phone

ORDINANCE REQUEST

DATE:	**November 26, 2018**
TO:	**Public Service and Transportation Committee**
RE:	**ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE SOLID WASTE AUTHORITY OF CENTRAL OHIO (SWACO)TO ACCEPT A COMMUNITY RECYCLING CART GRANT; AND DECLARING AN EMERGENCY.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

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

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

Solid Waste Authority of Central Ohio

Community Recycling Cart Grant Agreement

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

<u>Section I – Grant Funds</u>:

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

($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 Purchas 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

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.

<u>Section IV – Grantee's Obligations</u>: 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.

C. Grantee shall include recognition of SWACO's support and acknowledgment that the project was partially funded by a grant from The Recycling Partnership. Grantee agrees to use whatever logo or language as requested by SWACO and The Recycling Partnership. Grantee shall provide SWACO with an opportunity to review and comment on any communication recognizing SWACO and The Recycling Partnership's contributions to the project and must obtain SWACO's prior written approval.

D. Grantee must participate in development and implementation of an educational campaign designed by SWACO and The Recycling Partnership for preparing the Eligible Households to receive and use their new Recycling Carts. Grantee agrees to participate in developing the education materials, which will be co-branded with the Grantee's logo.

E. For any allowable expenditures associated with the implementation of the education campaign for which the Grantee seeks reimbursement from SWACO pursuant to Section I.B. of this Agreement, Grantee must submit copies of all invoices, accompanied by proof that Grantee has made payment for the invoices in question. Acceptable proof of payment can include copies of canceled checks or Grantee finance system reports showing that the payment has been made.

F. Grantee agrees to participate in local press events related to The Recycling Partnership, which may include, but is not limited to, press release, interviews, ribbon cutting ceremonies, etc.

G. Grantee shall provide its residents with a recycling program under which recyclables are collected on a weekly basis.

H. Grantee shall not assess any additional charges to its residents that receive a Recycling Cart in addition to its standard monthly utility rate for waste and recycling services.

I. Grantee agrees to provide monthly tonnage data for up to three (3) years after the Recycling Carts are delivered to its Eligible Households.

J. Grantee agrees to work with Grantee's recycling hauler and collection processor to provide SWACO with pre-cart based curbside recycling set out rate date and monthly tonnage data for municipal solid waste, recyclables, and yard trimmings/organics, if applicable.

K. Grantee shall assist with other data collection, as requested by SWACO, relating to the Recycling Carts, cart set-out rates and other information pertaining to this Grant.

L. Grantee shall assist SWACO in working with Grantee's recycling hauler and collection processor to evaluate the current mix of recyclable materials collected residentially.

M. Grantee shall, if cost effective, print all publications resulting from this Grant double-sided on recycled-content paper with minimal thirty percent (30%) post-consumer recycled content.

N. Grantee shall update its website to communicate the basics of the roll-out of the Recycling Carts to its residents and other pertinent information.

<u>Section V – Miscellaneous:</u>

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 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.

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.

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

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

GRANTEE:
The City of Reynoldsburg

By: ______________________________ **Date:** ____________________

Print Name:
Title:

SWACO:
SOLID WASTE AUTHORITY OF CENTRAL OHIO

By: ______________________________ **Date:** ____________________

Ty D. Marsh, Executive Director
Solid Waste Authority of Central Ohio

Approved as to Form:

____
Law Director, The City of Reynoldsburg

Approved as to Form:

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

City Council

Stacie Baker
7232 E. Main Street
Reynoldsburg OH 43068
614-704-3423 Phone

ORDINANCE REQUEST

DATE: **November 26, 2018**

TO: **Public Service and Transportation Committee**

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

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Stephen Cicak

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

ORDINANCE NO. ___ PASSED: _____

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

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

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

See Exhibit "A" attached hereto and incorporated herein.

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

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

____
Doug Joseph, President of Council

ATTEST: _______________________________________
April L. Beggerow, Clerk of Council

APPROVED: ______________________________DATE_______________
Bradley L. McCloud, Mayor

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 add 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 conductive 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~~** **<u>Director of Development of the City</u>**.

(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~~** **<u>Director of Development</u>** 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 INSPECTIONCODE OFFICIAL

103.1 General.
~~**The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the code official**~~. The ~~**Director of Public Service**~~ **Director of Development** shall be charged with enforcing this Code. All references to the Code Official shall be considered to apply to the director or their designee.
If the costs are not paid, the Director shall report the outstanding costs to Council. Upon receipt of this report and approval thereof by Council, the Clerk of Council shall make a return in writing to the County Auditor of such charges which shall be entered upon the tax duplicate of the County, in accordance with Ohio R.C. 731.54.

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

OFFICE OF THE MAYOR

Brad McCloud
7232 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
(614) 322-6809 phone
(614) 322-6866 fax

MEMORANDUM

DATE: October 5, 2018

TO: April Beggerow, Clerk of Council

CC: City Council

RE: Legislative request

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

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

City of Canal Winchester: ARTICLE VI

6.03 Department of Development.

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

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

6.05 Department of Public Service.

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

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

City of Springfield: Chapter 129

129.01 Department of Community Development

DEPARTMENT ESTABLISHED.

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

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

129.04 CODE ENFORCEMENT DIVISION.

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

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

141.01 DEPARTMENT ESTABLISHED.

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

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

141.02 PUBLIC WORKS

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

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

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

City of Ashland, Ohio

133.02 DIVISIONS.

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

(a) Street Division.

(b) Sewage and Sewers Division.

(c) Engineering Division.

(d) Sanitation Division.

(e) Water Division.

(f) Park and Recreation Division.

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

148.01 ESTABLISHED; AUTHORITY.

The City of Ashland Building Department is hereby established.

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

Mansfield, Ohio

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

137.01 MERGER OF OFFICES.

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

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

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

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

City of Wooster

CHAPTER 123 Department of Administration

123.04 COMMUNITY SERVICE AND DEVELOPMENT DEPARTMENT.

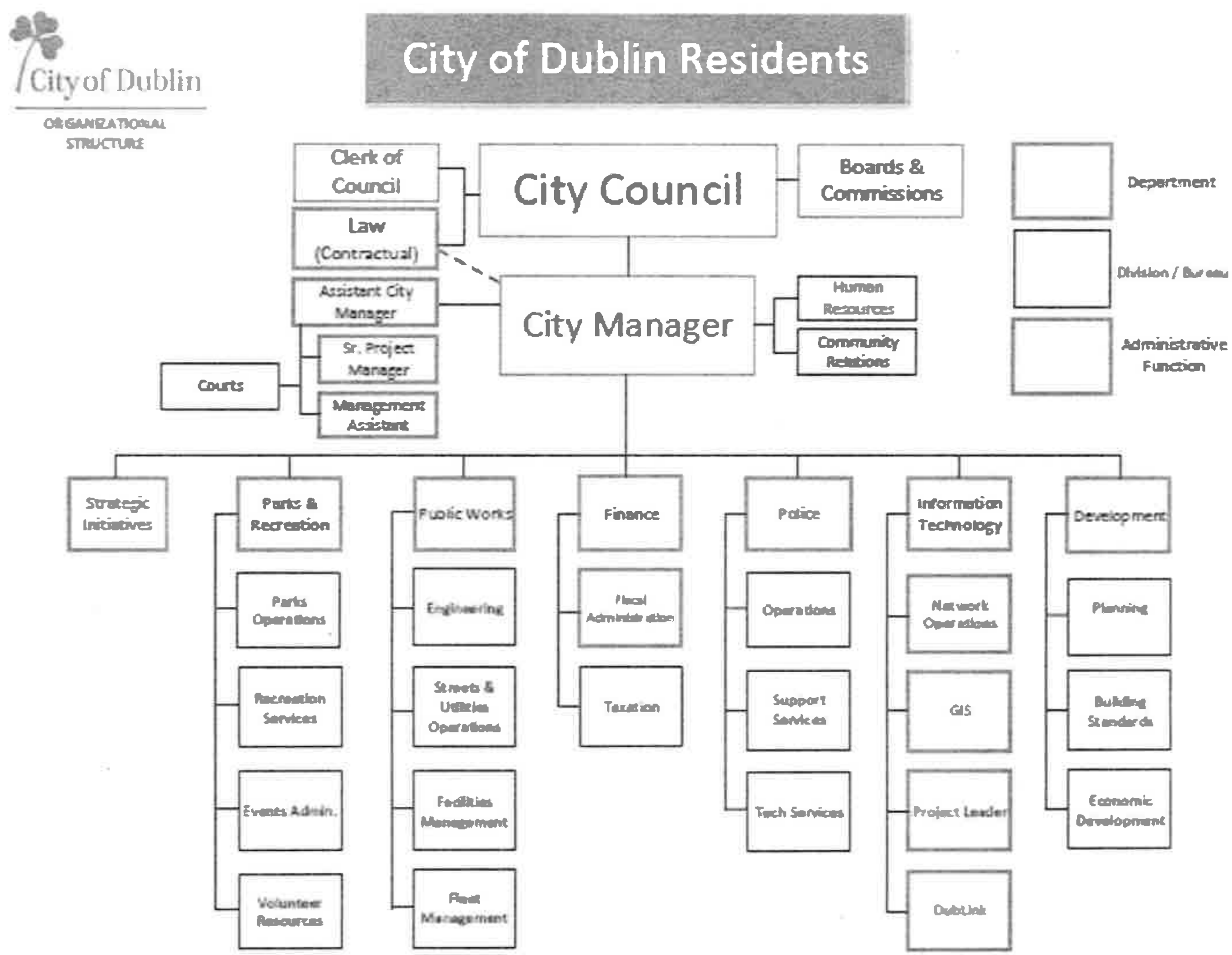
There shall be a Community Service and Development Department with the following divisions: Building Standards, Recreation and Community Center, Planning and Zoning, and Economic Development. The Mayor may designate a Community Services and Development Director, or designate a division manager within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

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

123.06 PUBLIC WORKS DEPARTMENT.

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

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



Attachment: 2018-10-22 Dublin Org Chart (Amending Code Moving Building Dept to Development)

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

ORDINANCE REQUEST

DATE: **November 26, 2018**

TO: **Public Service and Transportation Committee**

RE: **A resolution Authorizing the Mayor to apply for WSRLA Water Supply and Revolving Loan Account & (possible Loan Forgiveness) and Accept and enter into an agreement on the behalf of the City of Reynoldsburg for planning of a Asset Management Plan, also to allow the City Attorney and Auditor to excute any documents to apply for and accept WSRLA loan.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

Where as The Ohio Water Supply Revolving Loan Account requires the government Authority to pass legislation for Application of a loan and execution of an agreement as well as designation of a dedicated repayment source; now and therefore

BE It Resolved by The Council of the City of Reynoldsburg of Reynoldsburg, Ohio:

Section 1. That the Mayor be and is hereby authorized to apply for a WSRLA Loan, and sign all documents for and entered into a WSRLA agreement with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for the Completion of a planning of an Asset Management Plan with EMH&T, also allow City Attorney and Auditor to execute any documents to apply for and accept the WSRLA loan.

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

Section 2. That the Dedicated source of repayment will be Operation and Maintenance money from 710.735.5300's

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

Statement of necessity:

Where as The Ohio Water Supply Revolving Loan Account requires the government Authority to pass legislation for Application of a loan and execution of an agreement as well as designation of a dedicated repayment source; now and therefore

BE It Resolved by The Council of the City of Reynoldsburg of Reynoldsburg, Ohio:

Section 1. That the Mayor be and is hereby authorized to apply for a WRSLA Loan, and sign all documents for and entered into a WSRLA agreement with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for the Completion of a planning, and Design of an Asset Management Plan with EMH&T, also allow City Attorney and Auditor to execute any documents to apply for and accept the WSRLA loan.

Section 2. That the Dedicated source of repayment will be Operation and Maintenance money from 710.735.5300's

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

EMH&T

Engineers, Surveyors, Planners, Scientists

February 20, 2018

Mr. William J. Sampson
Director of Public Service
City of Reynoldsburg
7232 East Main St
Reynoldsburg, OH 43068

Re: Water Asset Management Plan – SB 2 Compliance
Proposal for Professional Services

Dear Mr. Sampson,

EMH&T is pleased to provide our proposal for professional services to assist the City of Reynoldsburg in preparing a written program report of your Water Utility Asset Management Plan in compliance with the requirements of Senate Bill 2. The bill requires that public water systems demonstrate ongoing technical, financial, and managerial capability by implementing an asset management program on or before October 1, 2018. The report will summarize physical, operational, planning, and financial management of the water utility infrastructure based on existing documentation and interviews provided by City personnel or representatives.

SCOPE OF SERVICES

This scope of services is based on the water utility asset management items that are currently listed on the OEPA website at the date of the preparation of this proposal. At this time, the OEPA website indicates that "further guidance" will be provided by OEPA relative to the scope requirements for a water asset management plan. If this future guidance changes the scope substantially, additional services may be necessary to satisfy OEPA. It is anticipated that a written report will be prepared under this scope of services and submitted to the OEPA with multiple attachments. This project effort will require the City of Reynoldsburg to assist in providing any necessary information, which EMH&T does not currently have. Since EMH&T has a firm grasp on the City's physical, operational, and planning efforts, the City assistance will primarily focus on financial aspects of the report.

1. EMH&T will prepare a narrative section of the asset management report, which includes a description of the water system including major components, source, and number of connections.
    a. This will include a summary of the City's contract agreement with the City of Columbus public water system to outline all of the requirements, which Columbus must satisfy as Reynoldsburg's water provider.
2. EMH&T will coordinate with City of Reynoldsburg Water/Wastewater Dept. personnel to obtain the following ownership and accountability information for inclusion in the report:
    a. Organizational chart for the Service Department and specifically the Water/Wastewater Department.
    b. Documentation of operator certification and training.
    c. Using the City's Water Contingency Plan as a guide, develop an operation and maintenance plan.
    d. Document the City's procedure for fielding complaints, developing work orders, and making the necessary repairs.

3. EMH&T will compile the following information to demonstrate the City's technical capabilities:
    a. Prepare a map showing the location and name of major assets (PRVs, Storage Tanks, etc.)
    b. Provide a link / reference to the City's web-based GIS system.
    c. Summarize the sampling locations with maps. This is already available in the Contingency Plan.
    d. Develop criteria and timeline for rehabilitation of assets.
    e. Provide a copy of the City's Water CIP, which was recently completed.
    f. Provide a summary of the City's Water Hydraulic Model and outline how it is used to assess the performance of the system and to evaluate modifications.
4. EMH&T will request the following financial information from the Water / Wastewater Department and/or City Auditor for inclusion in the report.
    a. Financial statements for the Water Utility Fund and Water CIP Fund to outline the City's mechanisms for funding water improvements.
    b. Current rate ordinance.
    c. Water billing data.
5. The aforementioned data will be summarized in a short Water Asset Management Plan report (approximately 10-20 pages of text) with several attachments (maps, Water Contingency Plan, financial information, Etc.) to satisfy the requirements of Senate Bill 2 and the OEPA. This report will be provided in printed format (3 copies) and electronic copies will be provided for distribution.
    a. We anticipate meeting with the City three times throughout the process of developing this plan. The first meeting will be a kick-off discussion to go over the information that we will need the City to provide. The second meeting will be conducted once the draft report is prepared. The third meeting will occur once the final report is prepared.

FEE
These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed Eleven Thousand, Eight Hundred Fifty-Six Dollars and no cents ($11,856.00) without prior authorization from the City. Invoices will be submitted monthly, based on the progress of the work, and are payable upon receipt. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

If this description and estimated fee meet your approval, please authorize with your signature below. Please contact me at (614) 775-4555 if you have any questions.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Ryan M. Andrews

Ryan M. Andrews, PE
Senior Project Manager

Acceptance and Authorization to Proceed:

Authorized Signature/Date	PO Number/Date
Print Name	

Ohio Environmental Protection Agency

WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) NOMINATION FORM

IMPORTANT: Nominations must include all required information, including the required attachments listed in Section VIII to be scored and considered for funding. See instructions.

QUESTIONS: Please refer to the instructions for information on completing this form and for the telephone number of your local Division of Drinking and Ground Waters district office loan coordinator.

DISADVANTAGED COMMUNITY: If the community would like to be evaluated for designation as a disadvantaged community, complete a "Disadvantaged Community Program Application Form" and submit it with this application. Please call (614) 644-2798 if you have questions.

I. SYSTEM INFORMATION

Date prepared: 5/8/18

Water System Name: City of Reynoldsburg, Ohio		DUNS#
Project Name: Water System Asset Management Plan		
PWS ID#: 2503203	Population Served: 37,000	County: Franklin / Licking
Water System Owner: City of Reynoldsburg, Ohio		
Applicant (if other than owner): N/A		
Entity Responsible for Loan Repayment (if other than owner): City of Reynoldsburg, Ohio		

II. PROJECT INFORMATION

Project Address – If an address is not available, please provide the street and nearest cross street to the project.

Street: 7232 East Main Street (City Hall)

Street: N/A – City Wide Program

Village/Town: Reynoldsburg, Ohio | Zip code + 4: 43068

A. What does the project entail?
(Check boxes as applicable)

Type of Work:	Component Type:	Project Description *Describe the work planned for each component type checked. Attach additional pages as needed.*
☐ New ☐ Replacement ☐ Repair ☐ Upgrade ☐ Rehabilitate ☒ Other *(specify)*: Planning	**Source** ☐ Well(s) ☐ Intake Structure **Treatment** ☐ Water Plant ☐ Structure/building ☐ Treatment Process(es) *(specify)*: **Distribution** ☐ Waterline ☐ Metering ☐ Water Storage ☐ Pump station **Other** *(specify)*: Develop Water System Asset Management Plan	Prepare a formal Water System Asset Management Plan in accordance with the requirements of Senate Bill 2 and the guidance provided by the Ohio EPA. This planning effort will be performed by a consultant who will outline the following: 1. Description of water system including major components and connections. Outline the City's existing GIS and record plan database for system characterization. 2. Establish an ownership and accountability section of the report. 3. Outline the City's technical capabilities relative to operating and maintaining the system. 4. Prepare CIP, accounting, and budgetary planning information into a financial information section of the report. 5. Prepare report and attachments and submit to Ohio EPA for review.

II. PROJECT INFORMATION - Continued

B. What problem(s) does the project address? *(Check boxes as applicable, if any)*		*Please describe the specific problem(s) and how the project will address it in basic terms below for all checked boxes.* ***Attach a general plan or project planning documentation for all design and/or construction projects;*** *describe the checked boxes in detail.*
☐ Public health issue(s)	☐ Inadequate storage	Ohio Senate Bill 2 requires Public Water Systems to establish an asset management plan. This effort will combine existing and new information and plans into a formalized Water System Asset Management submittal to the Ohio EPA, which will allow the City to comply with this mandate and have a planning tool to assist in operation and maintenance of the system.
☐ MCL violations(s)	☐ Insufficient pressure	
☐ Bacterial contamination	☐ Waterline breakage	
☐ Chemical contamination	☐ Waterline undersized	
☐ Well contamination	☐ Regionalization	
☐ Insufficient source quantity	☐ Tie-in of other PWS(s)	
	☐ No meters	
☐ Deteriorated intake	☐ Deteriorated meters	
☐ Insufficient plant capacity	☐ Unaccounted for water loss	
☐ Plant deterioration	☐ Distribution deterioration	
☐ Disinfection residual violations	☒ Other *(specify)*: Asset Management Planning	

PWS Name: City of Reynoldburg **Project:** Water System Asset Management Plan

III. CONTACT INFORMATION

Attach additional pages if needed. Please designate the best contact for questions about the project.

Public Water System Owner	Name: Paul Hellman	Best contact? ☒ Y ☐ N
	Title: Water / Wastewater Superintendent, City of Reynoldsburg	
	Telephone: 614-322-4503	E-mail Address: phellman@ci.reynoldsburg.oh.us
	Mailing address: 7232 East Main Street, Reynoldsburg, Ohio	Zip code +4: 43068
Applicant (if not owner)	Name:	Best contact? ☐ Y ☐ N
	Title:	Employer:
	Telephone:	E-mail Address:
	Mailing address:	Zip code +4:
Operator	Name: Paul Hellman	Best contact? ☒ Y ☐ N
	Title: Water / Wastewater Supt.	Employer: City of Reynoldsburg
	Telephone: 614-322-4503	E-mail Address: phellman@ci.reynoldsburg.oh.us
	Mailing address: 7232 East Main Street, Reynoldsburg, Ohio	Zip code +4: 43068
Engineer	Name: Ryan Andrews, PE	
	Title: Consulting City Engineer	Employer: EMH&T
	Telephone: 614-775-4555	E-mail Address: randrews@emht.com
	Mailing address: 5500 New Albany Road, Columbus, Ohio	Zip code +4: 43054
Other *(specify)*:	Name:	Best contact? ☐ Y ☐ N
	Title:	Employer:
	Telephone:	E-mail Address:
	Mailing address:	Zip code +4:

PWS Name: City of Reynoldsburg **Project:** Water System Asset Management Plan

IV. GENERAL AND DETAILED ENGINEERING PLAN APPROVAL INFORMATION

Has a general plan been submitted to Ohio EPA? ☐ Y ☒ N	If Y, Date:	
Have detailed plans been submitted to Ohio EPA? ☐ Y ☒ N	If Y, Date:	
Has Ohio EPA approved detailed plans? ☐ Y ☒ N	If Y, Date:	Plan App. #:

V. PROPOSED PROJECT SCHEDULE

Provide a completion date for each of the listed tasks for a construction loan project. For a planning loan only, complete 3, 4, 8 and 9. For a design loan only OR a planning and design loan combined, complete 1, 3, 4, 8, and 9. Ensure the minimum time frames for each task are met.

	Task	Date *(mm/dd/yy)*
1	Submit Approvable Project Planning Information	
2	Submit Complete Detail Plans for Approval - includes detailed plans, review fee, contract documents, and specifications (240 days prior to task 9 for a plant construction projects or 150 days prior to task 9 for distribution-related projects)	
3	Submit Complete Capability Assurance Plan – includes technical, managerial, and financial sections (at least 90 days prior to task 9)	
4	Submit Complete Loan Application, Water Rate Ordinance and Water System Regulations/Ordinances (at least 90 days prior to task 9)	
5	Advertise for construction bids (at least 90 days prior to task 9)	
6	Open construction bids (at least 30 days prior to task 9 – be sure to allow for a minimum of 60 days to award contracts)	
7	Submit bid information (at least 21 days prior to task 9)	
8	Submit signed loan documents (at least 7 days prior to task 9)	
9	Request a loan award by (1st of month in which the Loan is awarded) **This date must be no later than **June 2018***	

Are you nominating another drinking water project(s) concurrently with this project?	☐ Y ☒ N
If **Y**, do you plan to complete construction of any other(s) concurrently with this project?	☐ Y ☐ N
If **Y**, identify the concurrent project(s):	

VI. FUNDING INFORMATION

Type of project?	Estimated Total Cost	Estimated Amount Requested from WSRLA	Estimated Amount Requested from Other Sources*	Estimated Date of WSRLA Loan Award *(month/year)*
Planning	$ 12,000.00	$ 12,000.00	$ 0.00	6/2018
Design	$	$	$	
Construction *Project planning information must be submitted with this nomination form for all construction loans.	$	$	$	

***List all other potential funding sources and specify amount requested from each.**

PWS Name: City of Reynoldsburg **Project:** Water System Asset Managemet

VII. WATER AND SEWER RATE INFORMATION

A. Is PUBLIC DRINKING WATER currently provided to residents in the proposed project's service area?	☒ Y ☐ N
If Y, attach a copy of the WATER Rate Ordinance, Resolution, current rates and user charges. Be sure to specify the basis (e.g. cu. ft. or 1,000s of gallons) as well as the billing period (e.g. monthly or quarterly).	
If water users are not charged, explain:	
B. Is SEWER SERVICE currently provided to residents in the proposed project's service area?	☒ Y ☐ N
If Y, attach a copy of the SEWER Rate Ordinance, Resolution, current rates and user charges. Be sure to specify the basis (e.g. cu. ft. or 1,000s of gallons) as well as the billing period (e.g. monthly or quarterly).	
If sewer users are not charged, explain:	

VIII. REQUIRED ATTACHMENTS

This nomination form is not complete unless all required documentation has been attached. Please note that all required documentation must be submitted with each project nominated regardless of the submission of previous or concurrent nominations.

Documentation attached?	*Type of Documentation*
☐ Y ☒ N/A	**Ohio EPA-Approved General Plan or Project Planning Documentation** *Required for all design and/or construction loans. See instructions.*
☒ Y ☐ N/A	**Water Rate Ordinance, *Resolution, current rates and user charges* (Section VII.A.)** *If users are charged for water, this information MUST be attached.*
☒ Y ☐ N/A	**Sewer Rate Ordinance, *Resolution, current rates and user charges* (Section VII.B.)** *If users are charged for sewer services, this information MUST be attached.*
☐ Y ☒ N/A	**Disadvantaged Community Application** *Required only if consideration under the Disadvantaged Community Loan Program is also requested.*

IX. SIGNATORY AUTHORITY

By signing below, I certify that I am a representative of the owner of the subject public water system and am fully authorized to enter into and legally bind contracts for the public water system. I certify that I have personally examined and am familiar with the information submitted in this nomination and all attachments and that, based on my inquiry of those persons responsible for obtaining the information contained in the form, I believe the information is true, accurate, and complete. I certify that I have read and understood the instructions provided with this form and have attached all required supporting documentation listed in Section VIII. I understand that consideration under the disadvantaged community program requires submission of a Disadvantaged Community Loan Application in addition to this nomination form.

Name: Paul Hellman	Title: Water/Wastewater Supt.
Signature: Paul a Hellman	Date: 10-1-18

Email the completed form and one file of the required documents to: epa.defamail@epa.ohio.gov.
IMPORTANT: If the FTP option is used for large submittals, submit the documents directly to kevin.spurbeck@epa.ohio.gov.

WATER SUPPLY REVOLVING LOAN ACCOUNT LOAN AGREEMENT

This Agreement is made and entered into as of the "Effective Date" by and among the Director of Environmental Protection ("the Director" as hereinafter more fully defined), as the Director of the Environmental Protection Agency of the State of Ohio, an agency duly created and existing under the laws of the state of Ohio, the Ohio Water Development Authority, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio ("the OWDA"), and, together with the Director, (sometimes collectively known as the "State"), and the governmental body specified as the "Borrower" on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and hereinafter more fully defined, acting pursuant to an ordinance or resolution passed by the legislative authority thereof on the date specified on Exhibit 1 as the "Resolution Date";

WITNESSETH:

WHEREAS, Section 1452 (42 U.S.C. 300j-12) of the Safe Drinking Water Act, as amended ("the SDWA"), authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states to establish a state drinking water revolving loan fund; and,

WHEREAS, Pursuant to the SDWA, states can provide loans and other types of financial assistance from a drinking water revolving loan fund for Project Activities relating to public water systems as defined in the SDWA; and,

WHEREAS, The Ohio General Assembly has created a Water Supply Revolving Loan Account (the "WSRLA") pursuant to Ohio Revised Code Section 6109.22 to provide loans and other types of financial assistance as set forth in said Section; and,

WHEREAS, To assist the Director in providing loans and other types of financial assistance from the WSRLA, and to assist in the administration and operation of the WSRLA as authorized by Ohio Revised Code Section 6109.22, the Director has entered into an Interagency Agreement with the OWDA, dated July 30, 1998 and has annually entered into a renewal of that Agreement; and,

WHEREAS, The Borrower is desirous of obtaining financing for necessary Project Activities using funds from the WSRLA; and,

WHEREAS, The State is willing to provide financing to the Borrower, and the Director has determined that the Borrower has complied with the requirements of Ohio Revised Code Section 6109.22, and is otherwise eligible for financial assistance under the SDWA and said Section;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Section 1.1. Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

(a) "Approved Application" means the application submitted to the Director dated as shown on Exhibit 1 as the "Application Date," together with all attachments, supporting documentation, amendments and supplements thereto as approved by the State, together with any amendments thereto approved by the Borrower and the State after the date of this Agreement.

(b) "Approved Repayment Plan" means the document prepared by the Borrower and approved by the State showing the distribution of Eligible Project Costs from a Dedicated Repayment Source, how the Eligible Project Costs will be collected, and identification of the legal document authorizing the dedicated source of repayment. The Approved Repayment Plan is included in Exhibit 1, fully incorporated herein and made a part hereof.

(c) "Borrower" means any entity eligible to receive assistance under Section 1452 of the SDWA and Ohio Revised Code Section 6109.22.

(d) "Capitalized Interest Rate" means the effective rate of interest at which interest accrues on amounts disbursed under this Agreement from the date of such disbursement.

(e) "Contract Interest Rate" means the rate shown on Exhibit 1 as "Interest Rate".

(f) "Contract Period of Years" means the period commencing with the Effective Date of this Agreement and ending on the earlier of (i) at the end of the number of years as defined under "Term in Years" as noted on Exhibit 1 or, (ii) the date on which the Borrower obtains long-term financing for any project resulting from the Project Activities financed with the proceeds of the loan provided for herein.

(g) "Director" means the Director of Environmental Protection of the State of Ohio, including the Director's representative(s), if any, designated in accordance with the effective Interagency Agreement.

(h) “Effective Date” means the most recent date of signature of this Agreement by the authorized representative of each of the parties, as indicated herein.

(i) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement, costs disbursed out of funds from the WSRLA, a description, estimated total, and distribution of which, subject to paragraph 3.1. hereof, is shown on Exhibit 1. Revision to this Exhibit can only occur with the agreement of the State and Borrower.

(j) "General Plan" means all materials developed by the Borrower and the Director, including the Director's approval and any applicable conditions, pertaining to the Borrower’s application in satisfaction of Ohio Revised Code Section 6109.22, SDWA Section 1452 (42 U.S.C. 300j-12), or any regulations thereunder.

(k) "Loan Payment Amount" means the semi-annual payment amount as shown on Exhibit 1.

(l) "OEPA Application Fee" means a charge levied and paid by the Borrower at the time of the execution of this Agreement to partially offset administrative costs of the Ohio Environmental Protection Agency occasioned by the Agreement. The fee is equal to one percent (1.00%) of the estimated Eligible Project Costs.

(m) "OWDA Application Fee" means a charge levied and paid by the Borrower at the time of the execution of this Agreement to partially offset administrative costs of the OWDA occasioned by the Agreement. The fee is equal to thirty-five hundredths of one percent (.35%) of the estimated Eligible Project Costs.

(n) “Pledged Revenues” means the one or more dedicated sources of revenue for payment of the Semi-Annual Payment, all as described in Exhibit 1, which shall include, unless otherwise indicated on Exhibit 1, Water Service Charges and other revenues derived by the Borrower from the ownership and operation of its water system (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the system and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by Borrower to secure debt obligations heretofore or hereafter issued or incurred by the Borrower for the system. These Pledged Revenues shall constitute a Dedicated Repayment Source.

(o) "Project Activities" means the product to be completed under the terms of the Agreement, including but not limited to production of a General Plan, detailed design drawings, construction specifications, or purchase of equipment, as described in the Project Scope on Exhibit 1.

(p) "Project Schedule" means the schedule of tasks necessary to fulfill the Project Scope, shown as "Project Dates" on Exhibit 1.

(q) "Project Scope" means the tasks necessary to complete the Project Activities, as detailed on Exhibit 1 and any attachments as identified thereto.

(r) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the Borrower to pay all or a portion of the cost of the Project Activities, including repayment of the loan provided for herein. In such cases where assessments are to be levied, Exhibit 1 sets out the Resolution of Necessity adopted by the legislative authority.

(s) "Water Supply Service Charges" mean any charges against the user payable to the Borrower for the transmission, or treatment and transmission, of drinking water and for the provision of the facilities therefor.

ARTICLE II - COMPLETION OF PROJECT ACTIVITIES AND PAYMENT OF COSTS THEREOF

Section 2.1. In connection with the project activities, the Borrower agrees that:

(a) It will proceed expeditiously with, and complete, the Project Activities in accordance with the specific terms and conditions of: the approved Project Scope and the approved Project Schedule, or amendments thereto as approved by the Director. The Borrower accepts such performance as an essential element of this Agreement.

(b) The Project Activities, including the letting of contracts in connection therewith, will conform to applicable requirements of Federal, State and local laws, ordinances, rules and regulations and will be performed in compliance with all applicable federal, state and local environmental laws and regulations.

(c) All contractors' estimate forms will be prepared so that documents furnished to the Borrower may be readily itemized by the Borrower and identified, if necessary, as to Eligible Project Costs and non-Eligible Project Costs.

(d) The Borrower will not submit requests for disbursement of non-Eligible Project Costs. If, based on a payment request submitted by the Borrower, the State disburses funds from the WSRLA which are subsequently determined to be for non-Eligible Project Costs, the State will be under no obligation to provide WSRLA funding beyond the Eligible Project Costs as shown on Exhibit 1 and as may be defined in any attachments thereto.

(e) The Borrower will comply with all certifications and assurances as agreed to in the Application Compliance Certification, signed and dated by the Authorized Representative of the Borrower.

(f) The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Costs unless the Borrower is in full compliance with the certifications and assurances made in the above referenced Application Compliance Certification.

(g) In any year in which disbursements to the Borrower under this Agreement exceed $750,000 the Borrower shall comply with the Single Audit Act (SAA) of 1984, as amended by the Single Audit Act Amendments of 1996 and December 26, 2013 (see Circular A-133) and have an audit of its use of Federal financial assistance. The Borrower agrees to keep a copy of the SAA audit available for review, if requested, by the State for the life of the loan period.

Section 2.2. The Borrower shall keep accurate records of the Eligible Project Costs. These records must be kept in accordance with Generally Accepted Government Accounting Standards (GAGAS). The Borrower shall permit the State, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of said audit and examination, which may include examination for compliance with this Agreement, the SDWA, and Ohio Revised Code Section 6109.22, and the Borrower shall submit to the State such documents and information as they may require in connection therewith.

Section 2.3. Subject to the terms and conditions of this Agreement, and the approval of the Director, and upon compliance by the Borrower with all the requirements of the WSRLA, Ohio Revised Code Section 6109.22, and the SDWA, which must be met before the Borrower may receive disbursement of Eligible Project Costs from the OWDA, the Eligible Project Costs shall be disbursed by the OWDA. In the event this Agreement is terminated by the State pursuant to the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the Borrower, whether or not in breach of the Agreement, the Eligible Project Costs disbursed shall be due and payable in full no later than thirty (30) calendar days after said termination.

Section 2.4. Upon being satisfied that the requirements of this Agreement have been met, the OWDA shall deliver to the Borrower a certificate, signed by the trustee for the WSRLA (hereinafter referred to as the "Trustee", which has entered into a Trust Agreement with the Director and the OWDA to provide for the administration of the WSRLA), certifying that monies in the amount necessary to pay all Eligible Project Costs are available or are within the present WSRLA federal letter of credit ceiling and have been set aside by the Trustee to pay such Eligible Project Costs. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the Borrower, subject to the terms and provisions of this Agreement and the Interagency Agreement, and in accordance with the requirements above, the OWDA shall cause the trustee to disburse monies of the WSRLA in payment of the invoices, demands for payment, or other evidence of cost incurrence to be made to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth in such certificate to pay such obligated Eligible Project Costs. The Borrower represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs or the Project Site and the Project Facilities without prior written consent of the State.

Section 2.5. Upon completion of the Project Activities, the Borrower shall submit a full and complete written accounting to the State of the final Eligible Project Costs.

ARTICLE III - PAYMENTS BY THE BORROWER

Section 3.1. Subject to the further provisions hereinafter set forth, the Borrower agrees to and shall pay at the time of the execution of this Agreement the OEPA Application Fee and the OWDA Application Fee, and thereafter, semi-annually on January 1, and July 1 of each year of the Contract Period of Years to the WSRLA, the Loan Payment Amount, solely from the revenues of the Borrower's Water Supply Service Charges, if available, or if unavailable, from other sources, in accordance with the Approved Repayment Plan.

The obligations of the Borrower under this Agreement to pay the Loan Payment Amount set forth shall not be assignable in accordance with this Agreement, and the Borrower shall not be discharged therefrom, without the prior written consent of the State. In the event that the Project Activities shall cease or be suspended for any reason, unless otherwise agreed to in writing by the State, the Borrower shall continue to comply with this Agreement to pay the Loan Payment Amount pursuant to this Section. In the event the Borrower defaults in the payment of the Loan Payment Amount, the amount of such default shall bear interest at a rate equal to three percent (3%) above the Contract Interest Rate from the date of the default until the date of the payment thereof. All costs incurred by the State in curing such default including, but not limited to, court costs and attorney's fees shall be paid by the Borrower upon demand, and shall not be eligible for inclusion in a WSRLA Agreement.

In the event that the Borrower fails to make a full semi-annual Loan Payment Amount as provided herein, the amount of any such partial payment first shall be applied as interest on the loan, with the remainder being applied toward the payment on outstanding principal. Any failure of the Borrower to make a full semi-annual Loan Payment Amount shall be considered a default, and the requirements of the preceding paragraph shall apply concerning the interest on the amount of the default and the costs of the State in curing such default.

With respect to this Agreement, neither the general resources nor the general credit of the Borrower, but only the Pledged Revenues, shall be required to be used, or pledged for the performance of any duty under this Agreement. This Agreement is a special obligation of the Borrower and does not represent or constitute a debt or a pledge of the faith and credit of the Borrower. However, if otherwise lawful, nothing herein shall be deemed to prohibit the Borrower from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 3.2. The Borrower hereby agrees that: (a) it will at all times prescribe and charge such rates as shall result in revenues at least adequate, to provide for the payments required by Section 3.1. hereof minus the amount of such payment provided from other Dedicated Repayment Sources, if any; (b) that the Borrower will, for the Contract Period of Years, furnish annually to the State reports of the operation and income from the Project Activities and also an annual report of the accounts and operations of the Project Activities and will permit the designated representative of the State to inspect all records, accounts and data relating to the Project Activities at all reasonable times; and (c) that the Borrower will segregate the revenues, funds and properties of the Project Activities from all other funds and properties of the Borrower.

Section 3.3. It is agreed that, no later than the fifteenth day of June, and the fifteenth day of December, the OWDA shall invoice the Borrower for the sum owing by the Borrower pursuant to Section 3.1. and that payment of each such invoice shall be made by the Borrower to the OWDA not later than the first day of the following July or January respectively. Failure to receive the invoice shall not release the Borrower from the obligation to pay the sum owing by the Borrower in accordance with the Loan Payment Schedule in Exhibit 1.

Section 3.4. The Borrower hereby agrees that all of the obligations under this Article are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Borrower within the meaning of Ohio Revised Code Section 2731.01.

Section 3.5. The Borrower agrees to provide financing for all non-Eligible Project Costs. To demonstrate its ability to fulfill that commitment, the Borrower has provided evidence that financing is readily available for all non-Eligible Project Costs which will be or may be incurred by the Borrower in connection with the Project Activities.

Section 3.6. The Borrower Agrees that, in the event the Borrower or its contractors receives WSRLA moneys in excess of the Eligible Project Costs, the Borrower shall repay said excess moneys, in addition to the Loan Payment Amount, to the WSRLA at the time of the first semi-annual payment of the Loan Payment Amount, or as mutually agreed to by the Borrower and the State.

Section 3.7. Notwithstanding anything contained herein to the contrary, should the Borrower obtain long-term financing for any project resulting from the project activities undertaken in this Agreement within the Contract Period of Years, the Borrower agrees to repay to the WSRLA all remaining Eligible Project Costs plus the interest accrued at the Contract Interest Rate on each disbursement. This repayment shall take place within thirty (30) days of obtaining the long-term financing.

ARTICLE IV - GENERAL REPRESENTATIONS AND AGREEMENTS; EVENTS OF DEFAULT AND REMEDIES

Section 4.1. The Borrower hereby represents and warrants that:

(a) It is and shall remain in compliance, and shall take whatever actions are necessary to assure compliance during the Contract Period of Years, with all applicable federal, state, and local laws, ordinances, rules, regulations, conditions, and provisions of this Agreement, including without limitation the SDWA and Ohio Revised Code Section 6109, subject to its rights to contest in good faith the issue of non-compliance; and

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the Borrower, wherein a result adverse to the Borrower could reasonably be expected to have a materially adverse effect on the ability of the Borrower to meet its obligations under this Agreement, and

(c) Except as heretofore disclosed in writing to the State, no judgment or consent order has been rendered against the Borrower, and the Borrower is not a party to any agreement, which imposes, will impose, or has imposed any fines or monetary penalties upon the Borrower for the violation of any federal, state, or local law, ordinance, or regulation which fines or monetary penalties have not heretofore been paid in full.

Section 4.2. Each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The Borrower shall fail to make any Loan Payment Amount to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article III hereof.

(b) The Borrower shall fail to observe and perform any obligations, agreements, or provisions of this Agreement, which failure shall continue for thirty (30) days after receipt of written notice thereof from the Director or OWDA.

(c) Any representations made by the Borrower in Section 4.1. or 5.1. shall at any time during the Contract Period of Years prove to be false.

Section 4.3. The Director may terminate, suspend, or require immediate repayment of financial assistance from the Borrower in the event of a default due to failure to make any required Loan Payment Amount, or due to any violation of the terms or conditions of this Agreement. The Director may also prescribe corrective action, or direct that corrective action be undertaken, to remedy the event or violation, and the Borrower agrees to perform such corrective action.

Section 4.4. Whenever an Event of Default of payment shall have occurred and be continuing, in addition to any other rights or remedies provided herein, by law or otherwise, the State may to the extent permitted under any judgment, consent order, or agreement affecting the Borrower, require the Borrower to agree to, and the Borrower hereby agrees to, effect the subordination of the payment of any fine or penalties imposed for the violation of any federal, state, or local environmental law or regulation to the payment of the Eligible Project Costs and the interest due thereon.

Section 4.5. No right or remedy conferred upon the State or the Director under Sections 4.3. or 4.4. hereof is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

Section 4.6. The Borrower releases the State from, agrees that the State shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the State, its officers, employees and agents harmless against any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project Activities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the State, its officers, employees and agents. The Borrower further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the State, its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Activities or arising from any act or negligence of or failure to act by the Borrower, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Activities, (other than any accident, injury, or damage that results from negligent or intentional acts of the State, its officers, employees and agents) and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the State by reason of any claim described in this Section, the State agrees to cause written notice of such action or proceeding to be given to the Borrower, and the Borrower upon notice from the State covenants to resist or defend such action or proceedings at the Borrower's expense including all legal and other expenses (including reasonable attorney's fees).

ARTICLE V - PRIVATE BUSINESS USE RESTRICTIONS

Section 5.1. With respect to the financing of Project Activities by the WSRLA as provided herein, the Borrower agrees as follows:

(a) At no time will ten percent (10%) or more of any of the Project Activities to be financed with WSRLA funds under this Agreement be used for any private business use (as hereinafter defined) while at the same time the payment of the principal of, or the interest on, the WSRLA funds is directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use or (B) payments made with respect to such property or (ii) derived from (A) payments with respect to such property (whether or not made to the WSRLA) or (B) borrowed money used or to be used for private business use.

(b) No portion of the WSRLA funds will be used to make or finance loans to persons other than other governmental units.

Section 5.2. For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any of the Project Activities by a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

Section 5.3. For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments, or agencies.

Section 5.4. If there is any question about the application of the foregoing restrictions relating to private business use or loans, the Borrower agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein above.

ARTICLE VI - MISCELLANEOUS PROVISIONS

Section 6.1. Any invoice, accounting, demand, or other communication under this Agreement by any party to this Agreement to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) In the case of the OWDA, is addressed to or delivered personally to the OWDA at:
Ohio Water Development Authority
Suite 1300
480 South High Street
Columbus, Ohio 43215
Attn: Executive Director

and,

(b) In the case of the Director, is addressed to or delivered personally to the Director at:
Ohio Environmental Protection Agency
Lazarus Government Center
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: Chief, Division of Drinking and Ground Waters

and,

(c) In the case of the Borrower, is addressed to or delivered personally to the Borrower at the address listed on Exhibit 1, or at such other addresses with respect to any such party as that party may from time to time, designate in writing and forward to the other parties as provided in this Section.

Section 6.2. Any approval of the State required by this Agreement shall not be unreasonably withheld. Any provision of the Agreement requiring the approval of the State or the satisfaction or evidence of satisfaction of the State shall be interpreted as requiring a response by the Director and the OWDA granting, authorizing, or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 6.3. Upon request of the OWDA, the Borrower agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the Borrower. The Borrower hereby agrees that the OWDA may file such information report for and on behalf of the Borrower with the Internal Revenue Service.

Section 6.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and Counsel to the Director and upon the certification of availability of funds as provided in Section 2.4. hereof.

Section 6.5. This Agreement shall become effective as of the "Effective Date" and shall continue in full force and effect until the final day of the Contract Period of Years.

Section 6.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of any of the parties hereto. This Agreement shall not be assigned by the Borrower without the prior written consent of the State. The State, at its option, may assign this Agreement without the consent of the Borrower.

Section 6.7. As its record of this Agreement, the Borrower agrees to receive an electronic copy pursuant to Ohio Revised Code 1306.06(C).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the "Effective Date."

APPROVED AS TO FORM

By ______________________________
Ohio EPA Counsel

Print Name ______________________________

OHIO ENVIRONMENTAL PROTECTION AGENCY

By ______________________________
Craig W. Butler, Director

Date ______________________________

APPROVED AS TO FORM

By ______________________________
General Counsel

Print Name ______________________________

OHIO WATER DEVELOPMENT AUTHORITY

By ______________________________
Scott Campbell, Executive Director

Date ______________________________

APPROVED AS TO FORM

By ______________________________
Borrower's Counsel

Print Name ______________________________

BORROWER

By ______________________________
Authorized Representative

Print Name ______________________________

Title ______________________________

Date ______________________________

Ohio Environmental Protection Agency

Division of Environmental & Financial Assistance (DEFA)
Office of Financial Assistance (OFA)
50 West Town Street, Suite 700, Columbus, Ohio 43215
Ph: 614.644.2798 www.epa.ohio.gov/defa/ofa

This application must be completed in its entirety. Incomplete forms may result in delay of loan approval.

1.0 Program Funding Selection

Please indicate what type of project funding is needed. A selection must be made for the loan application to be reviewed.

- ○ Wastewater — Water Pollution Control Loan Fund (WPCLF)
- ○ Drinking Water — Water Supply Revolving Loan Account (WSRLA)

2.0 Borrower's Information

Borrower (County, City, Village, or District): ______

Borrower's Population: ______ County: ______ DUNS#: ______

Borrower's American Community Survey (ACS) Median Household Income: ______ Date of Application: ______

3.0 Project Name and Description

Project Name: ______

In the box below, please provide a brief description of the project requesting Ohio EPA funding.

**** Will land and/or easement acquisitions be required for this project?**

- ○ Yes, please indicate acquisition commencement date(s). ______
- ○ No additional land and/or easements are needed for the project.

* **Note:** If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion **MUST** be submitted with the bid package for review.

** A Site Title Opinion Letter must be submitted and signed by the Borrower's Solicitor/Law Director, to insure legal vested interest in all real property for the project. (Example see ATTACHMENT B)

4.0 Funding Type and Proposed Loan Terms

Estimated Loan Amount: ______ ***This field autofills from Tab 4***

Estimated Loan Award Date: ______ An estimated loan award date must be entered. This date should be the 1st of Month in which the loan would be awarded. This date is dependent on the type of loan that is requested, the estimated loan date will autofill on to TAB 3-Project Schedule.

Please consider my application for the following interest rate discount (construction loans only):

Wastewater Discounts:

- ☐ Facility Sludge Upgrade
- ☐ Septage Facilities
- ☐ Water Resource Restoration Sponsor Program (WRRSP)
- ☐ Other: (Specify) ______

Water Discounts:

- ☐ Auxiliary Power Program — **Construction projects are eligible to receive 50 percent of the auxiliary power cost up to $10,000 in principal forgiveness.**
- ☐ Other: (Specify) ______

***** Please select only*** ONE loan type**

The Borrower's interest rate will be determined based on the current year's Program Management Plan requirements. The first payment date must occur no later than 12 months after the project completion date. If you would like the repayment to begin earlier, please indicate a date. Payments are due semiannually: January 1 and July 1.

☐ **Planning Loan** — Planning loans have a maximun 5-year term.
First Payment Date: ______

☐ **Design Loan** — Design loans have a maximun 5-year term.
(Previous incurred project costs for Planning may be included in the design loan.)
First Payment Date: ______

☐ **Construction Loan** — Minimum 5-year term. Maximum 30-year term.
(Previous incurred project costs for Planning & Design may be included in the construction loan.)
Requested Term: ______ Years
First Payment Date: ______

☐ **Supplemental Loan** — **Loan Number:** ______

**** Please complete the appropriate schedule on Tab 3 "Project Schedule" that correlates with the selected loan type.**

Attachment: Ohio EPA~DEFA - NEW APP 2018 (108-18 : Resolution for Loan Aggreement)

Service Department

Bill Sampson
7232 E. Main Street
Reynoldsburg OH 43068
614-322-6884 Phone

ORDINANCE REQUEST

DATE: November 26, 2018

TO: Public Service and Transportation Committee

RE: ORDINANCE AUTHORIZING EMH&T TO CONDUCT SURVEYING, ENGINEERING & BIDDING SERVICES FOR THE EAST MAIN STREET AND TAYLOR ROAD TURN LANE; APPROPRIATING FUNDS THEREFORE AND DECLARING AN EMERGENCY

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

Statement of necessity: Work would begin in 2018 in preparation to solicit bids in the Spring of 2019.

The scope of services includes improvements tot he intersection at East Main Street and Taylor Road. The project will include the addition of a dedicated turn lane from southbound Taylor Road to westbound East Main Street. See the attached proposal for details.

Requesting $40,287.00 from unappropriated Capital Projects fund (410) and appropriated to

is 410.000.0168.5659 Misc. Infrastructure.

EMH&T
Engineers, Surveyors, Planners, Scientists

October 22, 2018

Mr. William J. Sampson
Director of Public Service
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, OH 43068

Subject: **East Main Street and Taylor Road Turn Lane**
Proposal for Engineering and Bidding Services

Dear Mr. Sampson:

EMH&T is pleased to submit our proposal for engineering services for the improvements to the intersection at East Main Street and Taylor Road. This project will include the addition of a dedicated right turn lane from southbound Taylor Road to westbound East Main Street.

SCOPE OF SERVICES

Topographic survey and engineering design services will be provided for the roadway widening, sidewalk replacement, drainage improvements, and traffic signal modifications that are necessary to create the new dedicated right turn lane. The following is a detailed scope of services.

1. Topographic Survey – Topographic survey will be obtained for the proposed improvements at the intersection of East Main Street and Taylor Road.
   a. Establish right-of-way and horizontal and vertical control for the basis of Design. EMH&T will perform topographic survey necessary for the Roadway Improvements on Taylor Road. Existing features such as roadway, sidewalk, curb ramps, storm sewers, traffic signal equipment, utilities, private landscaping, and any other features which may impact design will be obtained.
   b. Perform topographic survey along the proposed right turn lane from southbound Taylor Road to westbound East Main Street.
2. Roadway Design
   a. Prepare AutoCAD base map and model existing utilities.
   b. EMH&T will establish horizontal and vertical alignments for the proposed right turn lane.
   c. An intersection detail will be prepared outlining the roadway, sidewalk, curb ramp and drainage improvements at the intersection.
   d. EMH&T will prepare construction plans, which will consist of the following:
      i. Title sheet
      ii. General notes, details, and estimate of quantities
      iii. Typical section and pavement section
      iv. Roadway widening plan and profiles
      v. Roadway widening Cross-sections

vi. Storm sewer and/or roadside grading details

vii. Traffic signal equipment modification to include relocation of the pedestrian signal and pedestrian push-button on the northwest corner.

viii. Traffic control plans

ix. Maintenance of traffic details

x. Sedimentation and erosion control details

e. Following the preparation of preliminary plans and details, EMH&T will submit plans to and updated cost estimates to the City for review and comment.

f. EMH&T will submit plans to private utility owners to confirm the need for any private utility relocation. One utility coordination meeting is included in the scope of services for this improvement.

g. Upon completion of coordination with the City and Utility companies, EMH&T will revise and finalize plans based on feedback received.

3. <u>Traffic Engineering</u>

a. EMH&T will prepare pavement marking and signage details for the proposed turn lane improvement.

b. Development of maintenance of traffic plans to include:

i. MOT notes and details

ii. Lane closure details

c. Traffic signal modification plans will include the following:

i. Traffic signal notes and details

ii. Traffic signal plan outlining signal head modifications and pedestrian signal removal and replacement.

iii. Traffic signal wiring, timing, and phasing details

4. <u>Bidding Services</u>

a. Prepare 15 sets of bidding documents and publish the notice to contractors

b. Respond to any requests for information from bidders during the bidding process

c. Attend bid opening

d. Prepare bid tab, award recommendation and conformed copies of the contract documents

<u>EXCLUSIONS:</u>

1. Subsurface evaluations.
2. Construction phase services. A follow-on proposal for construction administration and on-site representation will be prepared and submitted to the City following bidding.

<u>SCHEDULE</u>

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Reynoldsburg. Assuming authorization is granted in November of 2018, we anticipate that the project can be bid in February or March of 2019.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed the amount shown in the Fee Summary table, below, without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Description of Service/Task	Fee
1. Topographic Survey	$5,475.00
2. Roadway Design	$17,397.00
3. Traffic Engineering	$14,100.00
4. Bidding Services	$3,315.00
PROJECT TOTAL FEE	**$40,287.00**

If this description and estimated fee meet with your approval, please authorize with your signature below. If you should have any questions regarding this proposal, please do not hesitate to contact me at (614) 775-4555.

Respectfully submitted,

Ryan M. Andrews, PE

cc: Keith Kundtz, Street Superintendent

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

Planning Commission
Andrew Bowsher
7232 E. Main Street
Reynoldsburg OH 43068
614-322-6831 Phone

ORDINANCE REQUEST

DATE:	**November 26, 2018**
TO:	**Public Service and Transportation Committee**
RE:	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.

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Stephen Cicak

Emergency/Suspension: Emergency

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

See attached documentation.

1183.04 USE REGULATIONS AND DEVELOPMENT STANDARDS.

The following shall be the minimum standards required for development in a Planned Neighborhood Development District. Additional requirements and conditions may be established by the Planning Commission and by City Council for approval of the district and the development plans. Such requirements and conditions may include but are not limited to: approved uses; width, height, yard requirements; density; arrangement and spacing of buildings and other structures; signs; parking; vehicular, pedestrian and bicycle circulation; landscaping; the construction of public improvements; and preservation of natural features or historic structures. Varied requirements and conditions may be applied to different areas of the development.

(a) Permitted Uses. The following uses may be permitted, as approved in the development plan, in a Planned Neighborhood Development District:

(1) Single family dwellings;

(2) Two-family dwellings;

(3) Multiple family dwellings;

(4) Public uses, semipublic uses, public service facility, accessory uses, essential services;

(5) Residential care facility;

(6) Non-commercial recreational uses, structures, and facilities, such as pools, tennis courts, playgrounds, and other similar uses provided for the use of residents of the development or for general public use.

The Planning Commission and City Council shall determine the appropriateness of each proposed use and feature of the development plan, giving consideration to the standards established in Section 1183.05 and any other considerations deemed significant in determining the appropriate uses and character of development for the proposed district. The Commission and City Council shall have the authority to deny approval for any proposed use which it determines to be inappropriate due to potential impacts, incompatibility with the surroundings, or other similar reasons.

(b) Density of Dwelling Units. The Planning Commission may approve, amend, or deny the proposed density of dwelling units as determined necessary and appropriate for the design and development of the Planned Neighborhood Development District.~~The maximum density of dwelling units for both the overall Planned Neighborhood Development District and for each of its areas shall be as approved in the development plan, except that the density of dwellings in the district shall not exceed five (5) units per acre and density shall not exceed ten (10) units per acre in any part of the district. In making a determination of the number of dwellings to be permitted in the district, consideration shall be given to the compatibility of the proposed dwelling density and the characteristics of the proposed lots and structures with the existing and projected surrounding dwelling density, lots, and structures.~~

(c) Required Open Space and Protection of Features. Historic structures and sites, natural features such as watercourses, wetlands, rock outcroppings, trees, and other vegetation shall be identified in the development plan. The development plan and detailed development plan shall indicate design of planned improvements in a manner which protects, enhances, and appropriately incorporates such features into the overall design. The Planning Commission or City Council may approve, amend, or deny the proposed treatments of such features. Compliance with the requirements for the dedication of public areas, reserves or of other fees or considerations, and the provisions of Chapter 1180 shall be minimum requirements for the approval of a Planned Neighborhood Development District.

(d) Parking. The Planning Commission may approve, amend, or deny the proposed parking as determined necessary and appropriate for the design and development of the Planned Neighborhood Development District. ~~The detailed development plan shall comply with the parking requirements of this Zoning Code, except that the Planning Commission may vary such requirements where a finding is made that the provisions are excessive or inappropriate for the use proposed or that the provisions are satisfied by alternative methods clearly documented in the major site plan.~~

(e) Lot and Yard Dimensions, Building Spacing.

(1) Lot and yard dimensions shall be as established in the development plan.~~, except that no lot designed for a single family dwelling shall have a width of less than sixty-five feet (65FT) or a depth of less than one hundred ten feet (110FT).~~

(2) In locations where the Planned Neighborhood Development District abuts other zoning districts, the minimum area and widths of yards and setbacks within the proposed Planned Neighborhood Development District shall be no less than the minimums required for such abutting districts unless specifically varied by approval of the Planning Commission.

(3) In review of lot and yard dimensions and the spacing of buildings, the Planning Commission shall consider the spacing necessary for adequate visual and acoustical privacy, adequate light and air, fire and emergency access, building configurations, energy-efficient siting, the relationships of building sites to circulation patterns, and the customary use of space surrounding dwellings for outdoor activities and facilities such as patios and decks.

(f) Variances to the ~~Subdivision~~ Regulations. ~~To the extent specifically provided in the Subdivision Regulations,~~ T~~t~~he Planning Commission may vary the requirements for improvements as determined necessary and appropriate for the design and development of the Planned Neighborhood Development District.

(Ord. 114-99. Passed 9-13-99; Ord. 83-16. Passed 9-12-16; Ord. 33-17. Passed 4-10-17.)

1183.04 USE REGULATIONS AND DEVELOPMENT STANDARDS.

The following shall be the minimum standards required for development in a Planned Neighborhood Development District. Additional requirements and conditions may be established by the Planning Commission and by City Council for approval of the district and the development plans. Such requirements and conditions may include but are not limited to: approved uses; width, height, yard requirements; density; arrangement and spacing of buildings and other structures; signs; parking; vehicular, pedestrian and bicycle circulation; landscaping; the construction of public improvements; and preservation of natural features or historic structures. Varied requirements and conditions may be applied to different areas of the development.

(a) Permitted Uses. The following uses may be permitted, as approved in the development plan, in a Planned Neighborhood Development District:

(1) Single family dwellings;

(2) Two-family dwellings;

(3) Multiple family dwellings;

(4) Public uses, semipublic uses, public service facility, accessory uses, essential services;

(5) Residential care facility;

(6) Non-commercial recreational uses, structures, and facilities, such as pools, tennis courts, playgrounds, and other similar uses provided for the use of residents of the development or for general public use.

The Planning Commission and City Council shall determine the appropriateness of each proposed use and feature of the development plan, giving consideration to the standards established in Section 1183.05 and any other considerations deemed significant in determining the appropriate uses and character of development for the proposed district. The Commission and City Council shall have the authority to deny approval for any proposed use which it determines to be inappropriate due to potential impacts, incompatibility with the surroundings, or other similar reasons.

(b) Density of Dwelling Units. The Planning Commission may approve, amend, or deny the proposed density of dwelling units as determined necessary and appropriate for the design and development of the Planned Neighborhood Development District.~~The maximum density of dwelling units for both the overall Planned Neighborhood Development District and for each of its areas shall be as approved in the development plan, except that the density of dwellings in the district shall not exceed five (5) units per acre and density shall not exceed ten (10) units per acre in any part of the district. In making a determination of the number of dwellings to be permitted in the district, consideration shall be given to the compatibility of the proposed dwelling density and the characteristics of the proposed lots and structures with the existing and projected surrounding dwelling density, lots, and structures.~~

(c) Required Open Space and Protection of Features. Historic structures and sites, natural features such as watercourses, wetlands, rock outcroppings, trees, and other vegetation shall be identified in the development plan. The development plan and detailed development plan shall indicate design of planned improvements in a manner which protects, enhances, and appropriately incorporates such features into the overall design. The Planning Commission or City Council may approve, amend, or deny the proposed treatments of such features. Compliance with the requirements for the dedication of public areas, reserves or of other fees or considerations, and the provisions of Chapter 1180 shall be minimum requirements for the approval of a Planned Neighborhood Development District.

(d) Parking. The Planning Commission may approve, amend, or deny the proposed parking as determined necessary and appropriate for the design and development of the Planned Neighborhood Development District. ~~The detailed development plan shall comply with the parking requirements of this Zoning Code, except that the Planning Commission may vary such requirements where a finding is made that the provisions are excessive or inappropriate for the use proposed or that the provisions are satisfied by alternative methods clearly documented in the major site plan.~~

(e) Lot and Yard Dimensions, Building Spacing.

(1) Lot and yard dimensions shall be as established in the development plan.~~, except that no lot designed for a single family dwelling shall have a width of less than sixty-five feet (65FT) or a depth of less than one hundred ten feet (110FT).~~

(2) In locations where the Planned Neighborhood Development District abuts other zoning districts, the minimum area and widths of yards and setbacks within the proposed Planned Neighborhood Development District shall be no less than the minimums required for such abutting districts unless specifically varied by approval of the Planning Commission.

(3) In review of lot and yard dimensions and the spacing of buildings, the Planning Commission shall consider the spacing necessary for adequate visual and acoustical privacy, adequate light and air, fire and emergency access, building configurations, energy-efficient siting, the relationships of building sites to circulation patterns, and the customary use of space surrounding dwellings for outdoor activities and facilities such as patios and decks.

(f) Variances to the ~~Subdivision~~ Regulations. ~~To the extent specifically provided in the Subdivision Regulations, T~~The Planning Commission may vary the requirements for improvements as determined necessary and appropriate for the design and development of the Planned Neighborhood Development District.

(Ord. 114-99. Passed 9-13-99; Ord. 83-16. Passed 9-12-16; Ord. 33-17. Passed 4-10-17.)

<u>City Council</u>
Kristin Bryant
7232 E. Main Street
Reynoldsburg OH 43068
614-893-2299 Phone

ORDINANCE REQUEST

DATE: **November 26, 2018**

TO: **Public Service and Transportation Committee**

RE: Ordinance of the Reynoldsburg City Council
to Provide for the Registration of Residential Rental Housing Located
Within the Boundaries of the City of Reynoldsburg

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak

See Attached Documentation

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

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

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

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

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

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

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

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

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

CHAPTER 1721 – RENTAL PROPERTY REGISTRATION

§1721.01 Purpose.

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.

BLW

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/l/92 or for expenditures for any purpose which have not been included in current budgets.*

----City Attorney action requested:

(1) SUT 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.

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~~ may 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

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

ORDINANCE REQUEST

DATE: **November 26, 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

I am requesting an ordnance 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.

WATER
COLUMBUS RATE

WATER USAGE

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL
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
POPULATION INCREASE	131	727	0	82	65	116	485	2,243	31	152	0
NEW NET RESIDENTIAL ACCOUNTS	45	249	0	28	22	40	166	768	11	52	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
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
POPULATION INCREASE	-184	727	0	82	65	116	485	2,243	31	152	0
NEW NET RESIDENTIAL ACCOUNTS	-63	249	0	28	22	40	166	768	11	52	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
POPULATION COMPOSITE	32,069	32,796	32 796	32,878	32 943	33,059	33 544	35,787	35 818	35 970	35,970
POPULATION INCREASE	-127	727	0	82	65	116	485	2 243	31	152	0
NEW NET RESIDENTIAL ACCOUNTS	-44	249	0	28	22	40	166	768	11	52	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
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
Percentage Usage received	89%	88%	85%	82%	80%	78%	75%	79%	76%	69%	69%

	2012	2013	2014	2015	2016	2017	2018 EST	2019 EST	2020 EST	2021 EST
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	Actual	Actual	EST	EST	EST	EST
POPULATION (LOW GROWTH)	35 970	36,347	36 526	36,711	37 158	37 158	37 158	37 158	37 158	37 158
POPULATION INCREASE	0	377	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOUNTS	0	129	61	63	153	0	0	0	0	0
LOW GROWTH WATER USAGE	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)	35 970	36,347	36 526	36 711	37 158	37 158	37 158	37 158	37,158	37 158
POPULATION INCREASE	0	377	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOUNTS	0	129	61	63	153	0	0	0	0	0
HIGH GROWTH WATER USAGE	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 COMPOSITE	35 970	36,347	36 526	36,711	37,158	37 158	37 158	37,158	37 158	37,158
POPULATION INCREASE	0	377	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOUNTS	0	129	61	63	153	0	0	0	0	0
COMPOSITE WATER USAGE	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	96 93	90 44	88 89	83 58	81 57	77 44	82 00	85 00	85 00	85 00
Percentage Usage received	69%	70%	72%	71%	77%	77%	75%	77%	77%	77%

Water Fund

Water Fund

Water Fund

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
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
CIP FEE											
CAPACITY FEE	815,385	805,316	608,181	342,944	612,933	222,380	223,238	232,562	8,745	38,470	32 060
OTH SOURCES (BONDS)	374,850	0	991,738	0	0	0	1,800,000	862,223	842,538	379,010	117,282
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
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
O & M	606,097	594,665	620,891	644,228	606,172	616 111	611 195	593,869	701 403	694,357	651 064
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
CIP/ OTHER TRANSF.			167,489		821 688	159,960	1,502 690	218,428	745 891	224 226	94,352
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
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
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
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
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

	2012	2013	2014	2015	2016	2017	2018 EST	2019 EST	2020 EST	2021 EST
REVENUES										
SERVICE CHARGES	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	51 878	27,400	73,990	79,276	14,599	29,726	20,000	20,000	20,000	20,000
OTH SOURCES (BONDS)	1,002 474	97,262	63,119	63 119	63,119	1,563,119	0	0	0	0
TOTAL SYSTEM REV.	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	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	568 293	773,929	637 105	638 853	761,198	697,941	732,838	762,152	792,638	824,343
TRANSFER TO GEN FUND	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577	128,577
CIP/ OTHER TRANSF.	808,623	99,763	353,836	892 756	392,899	937,116	2,346,329	720,105	718,269	721,546
DEBT SERVICE	443,750	480,786	340,274	316 396	315,872	382,553	365,757	367,758	369,594	369,594
TOTAL EXP	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	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 10	0 10	0 19	0 16	0 36	0 63	0 40	0 67	0 85	1 03
FUND BALANCE	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

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
Columbus Rate	1.59	1.59	1.67	1.82	1.95	2.04	2.24	2.61	2.84	3.08	3.31
% Increase	10 42%	0 00%	5 03%	8 98%	7 25%	4 50%	10.00%	16.50%	8 50%	8 50%	7 50%
Reynoldsburg Rate	2.45	2.55	2.65	2.65	2.87	3.13	3.57	4.28	4.64	5.13	5.59
% Increase	19 51%	4 08%	3 92%	0 00%	8 30%	9 00%	14 00%	20 01%	8 50%	10 50%	9 00%

	2012	2013	2014	2015	2016	2017	2018 EST	2019 EST	2020 EST	2021 EST
Columbus Rate	3.57	3.72	3.72	3.83	3.98	4.10	4.14	4.22	4.35	4.48
% Increase	8 00%	4 00%	0 00%	3 00%	4 00%	3 00%	1 00%	2 00%	3 00%	3 00%
Reynoldsburg Rate	6.12	6.49	6.49	6.81	7.22	7.51	7.81	8.13	8.45	8.79
% Increase	9 50%	5 97%	0 00%	5 00%	6 00%	4 00%	4 00%	4 00%	4 00%	4 00%

2012

804 927 00	Phase I Huber
	Phase II Huber
	Hydraulic Water Model
3 696 00	Summit
808 623 00	

2013

98 099 53	Huber Water Line
1,663 24	Summit Rd
0 00	Misc bal in CIP fee collected
99,762.77	

2014

18 081 00	Misc Water projects
10 442 00	Brice Rd
319 936 00	Huber Water Line
1 000 00	E Broad St Tank
4 377 00	Furth Dr Waterline
373,957 46	carryover
727,793.46	

2015

25 572 00	Misc Water projects
212 268 00	Huber Water Line
216 449 00	E Broad Water Tank
438 467 00	Furth
892,756.00	

2016

908 00	Brice Road
25 170 00	Taylor Rd
10 477 00	E Broad Water
67 341 00	Furth
7 205 00	2015 Street
280 177 00	Briarcliff
1 621 00	2017 Main St
392,899.00	

2017

	Misc Water projects Current YR CIP receipts
7 801 00	Furth
929 054 00	2017 Main st waterline
	Main Street
261 00	Briarcliff
937,116.00	

2018

810 632 00	Bal of 2017 water line
-165 623 00	2018 Debt pmt from CIP
1 489,320 00	carryover from 2017 (CIP TAB)
212,000.00	misc equipment
2,346,329.00	

2019

887,676 75	Misc Water projects
-167 572 00	2019 Debt Payment
720,104.75	

2020

887 677	2020 CIP
-169 408	debt payment Main St

2021

887 677	2021 CIP
-166 131	debt payment Main St

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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

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.**

THE CITY OF COLUMBUS
ANDREW J. GINTHER, MAYOR
DEPARTMENT OF PUBLIC UTILITIES

Water and Wastewater Department

Paul Hellman

614-322-4500 Phone

ORDINANCE REQUEST

DATE:	**November 26, 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 ordnance 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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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

SEWER
COLUMBUS RATE

	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 ACCOU	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 ACCOU	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 ACCOU	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 peopl	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

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018 est	2019 est	2020 est	2021 est
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	150,000
Dreier	82,000
	332,000

2012

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

2013

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

10/22/20181:48 PMC:\Users\Phellman\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\N0UG1TUE\RATESTUDY 2019

Attachment: 2019 sewer rate performa (2019 Wastewater Schedule)

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		**2015**	
C/O Sewer Reh:	13.684	Sewer Cleaning	
Brookside	39.969	CIP Fee Rec'd	
Sewer Clng	0	brookside	232.890.00
CIP Fee Rec'd	0	sewer rehab	346,861.00
c/o to next yr			579,751.00
	53,653		

2016		**2017**	
Sewer Cleaning	50,000.00		
CIP Fee Rec'd	381,543.99		
2015 carryover	219,504.00	Rocky Den	218,209.00
	651,047.99		218,209.00

2018		**2019**	
Sewer Cleaning	50,000.00	Sewer Cleaning	50,000.00
CIP Fee Rec'd	393,317.43	CIP Fee Rec'd	393,317.43
carryover 2017	594,419.00		
pole barn	60,000.00		
	1,097,736.43		443,317.43

2020		**2021**	
Sewer Cleaning	50,000.00	Sewer Cleaning	50,000.00
CIP Fee Rec'd	393,317.43	CIP Fee Rec'd	393,317.43
	443,317.43		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.**

THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR

DEPARTMENT OF
PUBLIC UTILITIES

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

ORDINANCE REQUEST

DATE:	**November 26, 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

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

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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 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 tenantable 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 of 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 untenantable 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 untenantable 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 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 form 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.

PRELIMINARY APPROVAL
~~deed order~~
FRANKLIN COUNTY
ENGINEERING DEPT.
6/9/16 BY: WS

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk — 7 JUNE 16

Matthew A. Kirk
Professional Surveyor No. 7865 — Date

MAK:nm
10_571 ac 20160536-VS-BNDY-01.doc

O-106-E
SPLIT
10.571 AC
OUT OF
(060)
000954

STATE OF OHIO
MATTHEW A.
PROFESSIONAL SURVEYOR

City of Reynoldsburg, Ohio
Planning Commission
Date: 8/8/16
Planning Administrator
APPROVED - No Plat Req'd

D... RINGLE P.E. P.S.
BY: RJN
DATE: 09/09/2016

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° 07' 33" East, with the centerline of said Davidson Drive, a distance of 331.40 feet to a point;

thence South 88° 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 an distances:

South 01° 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° 02' 03", a radius of 156.00 feet, an arc length of 87.22 feet, a chord bearing of South 14° 53' 29" West and chord distance of 86.09 feet to an iron pin set;

South 30° 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° 30' 03", a radius of 219.00 feet, an arc length of 150.98 feet, a chord bearing of South 11° 09' 29" West and chord distance of 148.01 feet to an iron pin set; and

South 08° 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° 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° 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° 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 form 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.

0-106-E
SPLT
1.026 AC
OUT OF
(010)
000954

EVANS, MECHWART, HAMBLETON & TILTON, INC.

7 JUNE 16

Matthew A. Kirk
Professional Surveyor No. 7865

Date

STATE OF OHIO

ENGINEERING DEPT.
DATE 6/9/16

City of Reynoldsburg, Ohio
Planning Commission
Date: 8/8/16
Planning Administrator
APPROVED - No Plat Req'd

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E., P.S.
BY:
DATE: 09/09/2016

EXHIBIT "B"

CO\5771594.2

Depiction of City Land

<u>EXHIBIT "C"</u>

Depiction of Community Center Land

<u>EXHIBIT "D"</u>

Description of Common Area Land

<u>EXHIBIT "E"</u>

Site Plan

EXHIBIT "F"

Landlord Office Area

IF " DOCVARIABLE "SWDocIDLocation" 4" = "4" " DOCPROPERTY "SWDocID" CO\5929470.3" "" CO\5929470.3