



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](http://www.ci.reynoldsburg.oh.us)

April Beggerow  
614-322-6836

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**Monday, November 26, 2018**

**07:34 PM**

**Council Chambers**

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### **CITY COUNCIL MEETING**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES**
  - a. City Council – Regular Meeting – November 13, 2018
- 4. APPROVAL OF AGENDA**
- 5. COMMUNITY COMMENTS AND REQUESTS**
- 6. COMMUNICATIONS**
  - a. Clerk of Court Report
- 7. REPORTS**
  - a. Presentation by Patrick Losinski, CEO of Columbus Metropolitan Library
- 8. SPECIAL EXCEPTION USE PERMIT HEARING**

- a. 6519 E Livingston Ave; Application #2018-10; Applicant Biras Adhikari; Special Exception Use Permit

## **9. MOTIONS**

- a. Motion that the Council of the City of Reynoldsburg Does Hereby Adopt a Resolution to Recognize and Honor Reynoldsburg Raiders Football --- Cotner. Finance and Administration Committee.
- b. Motion that the Council of the City of Reynoldsburg Does Hereby Adopt a Resolution to Recognize and Honor Reynoldsburg Raider Marching Pride --- Cotner. Finance and Administration Committee.

## **10. LEGISLATION FOR EMERGENCY ADOPTION**

- a. Ordinance to Repeal Ordinance No. 101-18 Passed October 22, 2018 Regarding Authorizing the Mayor to Apply for and Accept the Franklin County Economic Development Loan; and Declaring an Emergency. (First Reading 11/13/2018). -- - Clemens. Development, Parks and Recreation Committee.
- b. An Ordinance Authorizing the City to Enter into a Loan Agreement with Franklin County, Ohio Providing for a Loan to the City in the Maximum Principal Amount of \$750,000 for the Purpose of Paying the Costs of Certain Capital Improvements to the Municipal Roadway System Along or Near Main Street, Including But Not Limited To, Constructing a 4-Way Traffic Signal Adjacent to the New Kroger Located at 6400 East Main Street, Together with All Necessary Appurtenances Related Thereto, and Authorizing the Execution and Delivery of Any Additional Documents Related Thereto; and Declaring an Emergency. --- Clemens. Development, Parks and Recreation Committee.
- c. 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). --- Luzader. Public Service and Transportation Committee.
- d. 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). --- Luzader. Public Service and Transportation Committee.
- e. 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). --- Luzader. Public Service and Transportation Committee.
- f. Ordinance Awarding Deposits of Public Funds and Declaring an Emergency (First Reading 11/13/2018). --- Cotner. Finance and Administration Committee.



## **11. LEGISLATION FOR FIRST READING**

- 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. --- Luzader. Public Service and Transportation Committee.
- 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. --- Baker. Public Service and Transportation Committee.
- c. Ordinance to Make a Final Appropriation for Current Expenses and Other Expenditures of the City of Reynoldsburg, State of Ohio, During the Fiscal Year Ending December 31, 2019; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.
- d. Ordinance to Amend the Code of Ordinances of the City of Reynoldsburg, Ohio: Sections 160.01 Definitions; 160.02 Authorized Positions, Personnel, Classification and Pay Grade; 160.03 Salary Schedule; 160.05 Overtime Eligibility; 160.07 Longevity and 160.10 Educational Assistance and Declaring it an Emergency --- Cotner. Finance and Administration Committee.
- e. Ordinance Authorizing Renewal of City's Health Insurance Coverage with Medical Mutual of Ohio for the Period from January 1, 2019 through December 31, 2019 and Declaring an Emergency. --- Cotner. Finance and Administration Committee.
- f. Ordinance Authorizing Mayor to Enter into Contract for City Insurance for 2019 and Declaring an Emergency. --- Cotner. Finance and Administration Committee.
- g. Ordinance Authorizing City Auditor to Fund Health Savings Accounts for 2019 and Declaring an Emergency. --- Cotner. Finance and Administration Committee.

## **12. LEGISLATION FOR SECOND READING**

- a. Ordinance to Adopt the City of Reynoldsburg Comprehensive Plan (First Reading 11/13/2018). --- Clemens. Development, Parks and Recreation Committee.

- b. 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). --- Bryant. Public Service and Transportation Committee.
- c. 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). --- Luzader. Public Service and Transportation Committee.
- d. 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). --- Luzader. Public Service and Transportation Committee.
- e. 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). --- Luzader. Public Service and Transportation Committee.
- f. Ordinance Authorizing Mayor to Enter into Contract with the District Advisory Council of the Franklin County General Health District, and Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019; AND DECLARING AN EMERGENCY. (First Reading 11/13/2018). --- Cotner. Finance and Administration Committee.
- g. ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC., FOR INFORMATION TECHNOLOGY SERVICES for the Period of January 1, 2019 through December 31, 2019; AND DECLARING AN EMERGENCY. (First Reading 11/13/2018). --- Cotner. Finance and Administration Committee.
- h. Ordinance Making Transfer of Funds Among Various General Fund Departments, Making Appropriations for the Senior Center, Building Department, City Attorney, Human Resources, General Administration, Water, Wastewater, Sewer Capacity, Sidewalk, Visitor Bureau, Brice/Main TIF and Summit Rd TIF#1; AND DECLARING AN EMERGENCY. (First Reading 11/13/2018). --- Cotner. Finance and Administration Committee.

### **13. LEGISLATION FOR THIRD READING**

- a. Ordinance Appropriating Funds from the Un-Appropriated 285 Fund-- Endowments to a Fund in the Parks & Recreation Department. (Second Reading 11/13/2018). --- Clemens. Development, Parks and Recreation Committee.

### **14. EXECUTIVE SESSION TO DISCUSS COLLECTIVE BARGAINING MATTERS & COMPENSATION OF PUBLIC EMPLOYEES**

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## ADJOURNMENT

MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 13, 2018

President of Council Doug Joseph called the meeting to order at 10:03 PM

PRESENT: Joseph, Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner

ABSENT:

### Approval of Minutes

- a. City Council – Regular Meeting – October 22, 2018

|                |                 |
|----------------|-----------------|
| <b>RESULT:</b> | <b>ACCEPTED</b> |
|----------------|-----------------|

### Approval of Agenda

Removal of items 9 e and 9 p as they were held in Committee and Change item 9 k to item number 11 for third reading.

### Community Comments and Requests

Amy Pettet, 7621 E. Main Street: I have been a business owner in Reynoldsburg since 2001 and we have a new tenant that moved into the strip mall and she has 30 some cats and she's killing my business because the odor as you can imagine is just overpowering. I'm having a hard time, my landlord fighting with him, I just came to you for some help. If there is anything you can help me with, I did go to the Zoning Office and found out there is no limitation on the number of cats anybody can have in the city of Reynoldsburg, I didn't know if this is something you could help me with but I don't know what to do and I'd hate to have to move my business after all this time.

Mr. Clemens: Where is your business?

Ms. Pettet: 7621 E. Main Street, at Main and Graham, Reynoldsburg Plaza is what I think it's called there.

Mr. Bowsher: Thank you for bringing this up and it is a serious matter. We have been in contact with some of the other business owners, I know Emily Wheeler, my Planning and Zoning Administrator, we've been working with Buckeye Cheddar and Chili. The female in question that moved in, her original goal was to open up a cat cafe. She does not have a zoning certificate, she is not authorized to have that shop in that space. She moved in and signed a lease without having proper approval. She is in there now, we have been working with John Paszke from the Building Office and my staff and we were trying to get her to come in. She has yet to fully come in and actually go through the legal chain and the process. She will need to go through BZBA. I have been told by other tenants that its been about 30 some odd cats, I know there are some state legislation, our zoning code says nothing of the sorts, there's really nothing that we can simply do within our code other than make her go through an extended amount of time. But if she just moves in anyways there's really no teeth other than legal matters and recourse. I'm not sure what is the end game on her

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MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 13, 2018

part, we're still kind of formulating more information, but we are completely aware of it and we are trying to remedy the issue.

Ms. Pettet: I'm sure as you all know, you would never want to go get your hair done in the middle of a litter box and that's what my salon smells like.

Mr. Bowsher: And I've actually been over there on the other side of the Buckeye Cheddar and Chili so I can only imagine because yours is next to them and even closer so, I can only imagine its even worse. It is a problem.

Mr. Hood: This is the first I'm hearing about it. We'll get into it tomorrow, I promise you that. We'll do what we can and there's things we can do.

President Joseph: I was going to say, there's got to be some type of legal way we can deal with the subject.

Mr. Hood: All that kind of stuff, but this is the first I'm hearing about it. I apologize for that.

President Joseph: Just coordinate with Mr. Hood, our City Attorney on that.

#### Communications

##### CLERK OF COURT REPORT, SEPTEMBER, 2018

The Clerk read the Clerk of Court Report into the Record.

|                |                              |
|----------------|------------------------------|
| <b>RESULT:</b> | <b>READ INTO THE MINUTES</b> |
|----------------|------------------------------|

##### AUDITOR'S REPORTS SEPTEMBER, 2018

The Clerk read the Budget by Classification and Departmental Budgets for September into the record.

|                |                              |
|----------------|------------------------------|
| <b>RESULT:</b> | <b>READ INTO THE MINUTES</b> |
|----------------|------------------------------|

#### Reports Motions

MOTION THAT THE REYNOLDSBURG AUDITOR BE AND IS HEREBY AUTHORIZED AND DIRECTED TO ADVERTISE FOR BIDS FOR THIRD PARTY INVESTMENT/SECURITY CUSTODIAL SERVICES --- Cotner. Finance and Administration Committee.

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MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 13, 2018

|                  |                                                            |
|------------------|------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                 |
| <b>MOVER:</b>    | Barth R. Cotner, At-Large Councilmember                    |
| <b>SECONDER:</b> | Marshall Spalding, Ward 3 Councilmember                    |
| <b>AYES:</b>     | Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner |

LEGISLATION FOR FIRST READING

ORDINANCE TO ADOPT THE CITY OF REYNOLDSBURG COMPREHENSIVE PLAN  
--- Clemens. Development, Parks and Recreation Committee.

|                |                              |                                 |
|----------------|------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COMMITTEE</b> | <b>Next: 11/26/2018 7:30 PM</b> |
|----------------|------------------------------|---------------------------------|

ORDINANCE TO REPEAL ORDINANCE NO. 101-18 PASSED OCTOBER 22, 2018 REGARDING AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT THE FRANKLIN COUNTY ECONOMIC DEVELOPMENT LOAN; AND DECLARING AN EMERGENCY. --- Clemens. Development, Parks and Recreation Committee.

|                |                              |                                 |
|----------------|------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COMMITTEE</b> | <b>Next: 11/26/2018 7:30 PM</b> |
|----------------|------------------------------|---------------------------------|

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A LOAN AGREEMENT WITH FRANKLIN COUNTY, OHIO PROVIDING FOR A LOAN TO THE CITY IN THE MAXIMUM PRINCIPAL AMOUNT OF \$750,000 FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS TO THE MUNICIPAL ROADWAY SYSTEM ALONG OR NEAR MAIN STREET, INCLUDING BUT NOT LIMITED TO, CONSTRUCTING A 4-WAY TRAFFIC SIGNAL ADJACENT TO THE NEW KROGER LOCATED AT 6400 EAST MAIN STREET, TOGETHER WITH ALL NECESSARY APPURTENANCES RELATED THERETO, AND AUTHORIZING THE EXECUTION AND DELIVERY OF ANY ADDITIONAL DOCUMENTS RELATED THERETO. --- Clemens. Development, Parks and Recreation Committee.

|                |                              |                                 |
|----------------|------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COMMITTEE</b> | <b>Next: 11/26/2018 7:30 PM</b> |
|----------------|------------------------------|---------------------------------|

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.

|                |                              |                                 |
|----------------|------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>REFERRED TO COMMITTEE</b> | <b>Next: 11/26/2018 7:32 PM</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. --- Luzader. Public Service and Transportation Committee.

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REYNOLDSBURG CITY COUNCIL  
November 13, 2018

**RESULT: REFERRED TO COMMITTEE**

**Next: 11/26/2018 7:32 PM**

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

**RESULT: REFERRED TO COMMITTEE**

**Next: 11/26/2018 7:32 PM**

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

**RESULT: REFERRED TO COMMITTEE**

**Next: 11/26/2018 7:32 PM**

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

**RESULT: REFERRED TO COMMITTEE**

**Next: 11/26/2018 7:32 PM**

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

**RESULT: REFERRED TO COMMITTEE**

**Next: 11/26/2018 7:32 PM**

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT, AND FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH SERVICES FROM JANUARY 1, 2019 TO DECEMBER 31, 2019; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

**RESULT: REFERRED TO COMMITTEE**

**Next: 11/26/2018 7:33 PM**

ORDINANCE AWARDING DEPOSITS OF PUBLIC FUNDS AND DECLARING AN EMERGENCY --- Cotner. Finance and Administration Committee.

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REYNOLDSBURG CITY COUNCIL  
November 13, 2018

**RESULT: REFERRED TO COMMITTEE**

**Next: 11/26/2018 7:33 PM**

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC., FOR INFORMATION TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2019; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

**RESULT: REFERRED TO COMMITTEE**

**Next: 11/26/2018 7:33 PM**

ORDINANCE MAKING TRANSFER OF FUNDS AMONG VARIOUS GENERAL FUND DEPARTMENTS, MAKING APPROPRIATIONS FOR THE SENIOR CENTER, BUILDING DEPARTMENT, CITY ATTORNEY, HUMAN RESOURCES, GENERAL ADMINISTRATION, WATER, WASTEWATER, SEWER CAPACITY, SIDEWALK, VISITOR BUREAU, BRICE/MAIN TIF AND SUMMIT RD TIF#1; AND DECLARING AN EMERGENCY. --- Cotner. Finance and Administration Committee.

**RESULT: REFERRED TO COMMITTEE**

**Next: 11/26/2018 7:33 PM**

LEGISLATION FOR SECOND READING

ORDINANCE APPROPRIATING FUNDS FROM THE UN-APPROPRIATED 285 FUND-ENDOWMENTS TO A FUND IN THE PARKS & RECREATION DEPARTMENT. --- Clemens. Development, Parks and Recreation Committee.

**RESULT: REFERRED TO COMMITTEE**

**Next: 11/26/2018 7:30 PM**

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.

**RESULT: REFERRED TO COMMITTEE**

**Next: 11/26/2018 7:32 PM**

LEGISLATION FOR EMERGENCY ADOPTION

**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.

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MINUTES REGULAR MEETING  
REYNOLDSBURG CITY COUNCIL  
November 13, 2018

|                  |                                                            |
|------------------|------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                                 |
| <b>MOVER:</b>    | Brett Luzader, Ward 2 Councilmember                        |
| <b>SECONDER:</b> | Caleb Skinner, Ward 1 Councilmember                        |
| <b>AYES:</b>     | Clemens, Cotner, Luzader, Spalding, Baker, Bryant, Skinner |

Adjournment

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Doug Joseph, President of Council

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April L. Beggerow, Clerk of Council

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**Clerk of Court****Leslie Clark****7232 E. Main Street****Reynoldsburg OH 43068****614-322-6852 phone****Memo**

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**DATE: November 26, 2018****TO: City Council****CC:****RE: CLERK OF COURT REPORT MONTH ENDING OCTOBER 2018**

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I am submitting monies collected from the courts held on 10/4, 10/11, 10/18 and 10/25/18. I am also submitting monies collected during the same period pursuant to City Ordinance No/s. 146-94 and 104-02.

|                                                     |             |              |
|-----------------------------------------------------|-------------|--------------|
| Fines &Waivers/Bond Costs/Bond Forfeitures Order In | (#110.4512) | \$ 11,797.00 |
|-----------------------------------------------------|-------------|--------------|

|                                    |             |              |
|------------------------------------|-------------|--------------|
| Court Costs & Misc. Costs Assessed | (#110.4510) | \$ 19,947.00 |
|------------------------------------|-------------|--------------|

|                                     |  |              |
|-------------------------------------|--|--------------|
| Sub-Total (To General Revenue Fund) |  | \$ 31,744.00 |
|-------------------------------------|--|--------------|

|                            |             |             |
|----------------------------|-------------|-------------|
| Computerization Needs Fund | (#211.4510) | \$ 2,809.00 |
|----------------------------|-------------|-------------|

|                              |             |          |
|------------------------------|-------------|----------|
| Enforcement & Education Fund | (#293.4616) | \$ 75.00 |
|------------------------------|-------------|----------|

|           |  |             |
|-----------|--|-------------|
| Sub-Total |  | \$ 2,884.00 |
|-----------|--|-------------|

|                               |  |                     |
|-------------------------------|--|---------------------|
| <b>Total Amount Submitted</b> |  | <b>\$ 34,628.00</b> |
|-------------------------------|--|---------------------|

**Board of Zoning and Building Appeals****Emily Wheeler****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6829 Phone****MOTION REQUEST**

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**DATE:** November 26, 2018

**TO:** Board of Zoning and Building Appeals

**RE:** 6519 E Livingston Ave; Application #2018-10; Applicant Biras  
Adhikari;  
Special Exception Use Permit

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Approval:

Brad McCloud

Jed Hood

Stephen Cicak

See attached documentation.



Department of Development  
Planning & Zoning Division  
7232 East Main Street  
Reynoldsburg, Ohio

App./Case#: 2018-10  
Date Submitted: 10/1/2018  
Fee Amount: \$350.00

Section 1139  
**BOARD OF ZONING & BUILDING APPEALS**  
**APPLICATION**

☒ Paid: \$350.00

| I. PROPERTY INFORMATION                                                                                                                                                                        |                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Property Address:<br><b>6519 E Livingston Ave, Reynoldsburg, OH 43068</b>                                                                                                                      | Parcel ID#(s):                                                   |
| II. PROPERTY OWNER OF RECORD                                                                                                                                                                   |                                                                  |
| Property Owner Name(s):<br><b>Blacklick Properties, LTD</b>                                                                                                                                    |                                                                  |
| Contact Email:<br><b>leasing@evbco.com</b>                                                                                                                                                     | Contact Phone Number:<br><b>614-221-4736</b>                     |
| III. BUSINESS/TENANT INFORMATION (IF APPLICABLE)                                                                                                                                               |                                                                  |
| Business Name:<br><b>Extreme VR Cafe LLC</b>                                                                                                                                                   | Contact Name:<br><b>Biras Adhikari</b>                           |
| Contact Phone Number:<br><b>267-515-9723</b>                                                                                                                                                   | Contact Email:<br><b>adhikari.biras@gmail.com</b>                |
| Description of Use:<br><b>Opening Virtual Gaming Center where customers can play virtual video games on hourly basis.</b>                                                                      |                                                                  |
| IV. APPLICANT INFORMATION                                                                                                                                                                      |                                                                  |
| Applicant Name:<br><b>Biras Adhikari</b>                                                                                                                                                       | Applicant Address:<br><b>982 Chalker Street, Akron, OH 44310</b> |
| Applicant Phone Number:<br><b>267-515-9723</b>                                                                                                                                                 | Applicant Email:<br><b>adhikari.biras@gmail.com</b>              |
| <input type="checkbox"/> Property Owner <input checked="" type="checkbox"/> Business Owner/Tenant <input type="checkbox"/> Contractor <input type="checkbox"/> Architect/Engineer              |                                                                  |
| PROJECT INFORMATION                                                                                                                                                                            |                                                                  |
| CHECK AND DESCRIBE IF APPLICABLE:                                                                                                                                                              |                                                                  |
| Variance ( <input type="checkbox"/> Non-Residential (\$450) / <input type="checkbox"/> Residential (\$100)): _____                                                                             |                                                                  |
| _____                                                                                                                                                                                          |                                                                  |
| _____                                                                                                                                                                                          |                                                                  |
| <input checked="" type="checkbox"/> Special Exception Use Permit (\$350): _____                                                                                                                |                                                                  |
| <input type="checkbox"/> Other: _____                                                                                                                                                          |                                                                  |
| Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator. |                                                                  |

Applicant Signature: Biras Adhikari Date: **09/28/2018**  
 \*By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.\*

| **OFFICE USE ONLY**                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |  |                            |  |                                                                                   |  |                       |  |                                                                                       |  |              |                      |                                                                                                                                                                                                    |                                                                                                                                                                                                 |                   |             |                         |             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--|----------------------------|--|-----------------------------------------------------------------------------------|--|-----------------------|--|---------------------------------------------------------------------------------------|--|--------------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|-------------------------|-------------|
| Additional Notes:<br><br><br><br><br>                                                                                                                                                              | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="background-color: #d3d3d3;">Zoning Information</th> </tr> <tr> <td colspan="2">Zoning District: <u>CC</u></td> </tr> <tr> <td colspan="2"> <input type="checkbox"/> Historic District<br/> <input type="checkbox"/> CC Overlay         </td> </tr> <tr> <th colspan="2" style="background-color: #d3d3d3;">Add'l Approvals Req'd</th> </tr> <tr> <td colspan="2"> <input type="checkbox"/> Planning Commission<br/> <input type="checkbox"/> Other: _____         </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: #d3d3d3;">BZBA Meeting</th> <th style="background-color: #d3d3d3;">City Council Meeting</th> </tr> <tr> <td>           Date: <u>10-18-2018</u><br/> <input type="checkbox"/> Approved as Submitted<br/> <input type="checkbox"/> Approved w/ Conditions<br/> <input type="checkbox"/> Tabled<br/> <input type="checkbox"/> Denied         </td> <td>           Date: _____<br/> <input type="checkbox"/> No Action Taken<br/> <input type="checkbox"/> Approved as Submitted<br/> <input type="checkbox"/> Approved w/ Conditions<br/> <input type="checkbox"/> Denied         </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>P&amp;Z Admin.: _____</td> <td>Date: _____</td> </tr> <tr> <td>Clerk of Council: _____</td> <td>Date: _____</td> </tr> </table> | Zoning Information |  | Zoning District: <u>CC</u> |  | <input type="checkbox"/> Historic District<br><input type="checkbox"/> CC Overlay |  | Add'l Approvals Req'd |  | <input type="checkbox"/> Planning Commission<br><input type="checkbox"/> Other: _____ |  | BZBA Meeting | City Council Meeting | Date: <u>10-18-2018</u><br><input type="checkbox"/> Approved as Submitted<br><input type="checkbox"/> Approved w/ Conditions<br><input type="checkbox"/> Tabled<br><input type="checkbox"/> Denied | Date: _____<br><input type="checkbox"/> No Action Taken<br><input type="checkbox"/> Approved as Submitted<br><input type="checkbox"/> Approved w/ Conditions<br><input type="checkbox"/> Denied | P&Z Admin.: _____ | Date: _____ | Clerk of Council: _____ | Date: _____ |
| Zoning Information                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |  |                            |  |                                                                                   |  |                       |  |                                                                                       |  |              |                      |                                                                                                                                                                                                    |                                                                                                                                                                                                 |                   |             |                         |             |
| Zoning District: <u>CC</u>                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |  |                            |  |                                                                                   |  |                       |  |                                                                                       |  |              |                      |                                                                                                                                                                                                    |                                                                                                                                                                                                 |                   |             |                         |             |
| <input type="checkbox"/> Historic District<br><input type="checkbox"/> CC Overlay                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |  |                            |  |                                                                                   |  |                       |  |                                                                                       |  |              |                      |                                                                                                                                                                                                    |                                                                                                                                                                                                 |                   |             |                         |             |
| Add'l Approvals Req'd                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |  |                            |  |                                                                                   |  |                       |  |                                                                                       |  |              |                      |                                                                                                                                                                                                    |                                                                                                                                                                                                 |                   |             |                         |             |
| <input type="checkbox"/> Planning Commission<br><input type="checkbox"/> Other: _____                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                    |  |                            |  |                                                                                   |  |                       |  |                                                                                       |  |              |                      |                                                                                                                                                                                                    |                                                                                                                                                                                                 |                   |             |                         |             |
| BZBA Meeting                                                                                                                                                                                       | City Council Meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |  |                            |  |                                                                                   |  |                       |  |                                                                                       |  |              |                      |                                                                                                                                                                                                    |                                                                                                                                                                                                 |                   |             |                         |             |
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| P&Z Admin.: _____                                                                                                                                                                                  | Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |  |                            |  |                                                                                   |  |                       |  |                                                                                       |  |              |                      |                                                                                                                                                                                                    |                                                                                                                                                                                                 |                   |             |                         |             |
| Clerk of Council: _____                                                                                                                                                                            | Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |  |                            |  |                                                                                   |  |                       |  |                                                                                       |  |              |                      |                                                                                                                                                                                                    |                                                                                                                                                                                                 |                   |             |                         |             |

Attachment: App# 2018-10 SEUP (App# 2018-10, 6519 E Livingston Ave, Adhikari)

### Additional Information Regarding Special Exception Use Permit:

#### 1. Description of the existing use of the lot and of adjacent lots:

6519 E. Livingston Ave, Reynoldsburg, OH 43068. Application for Special Exception Use. The business entity name is Extreme VR Cafe LLC. The property is located on the south side of Livingston Avenue west of Baldwin Road. It's located in the CC community Commerce and the Community Commercial Overlay Districts of the City. The request is for a Special Exception from the Board to open and operate a Virtual Reality Gaming Center within that district. Current use is vacant.

Neighboring uses to this property consist of personal services, retail sales and vacant space. The Plaza is commonly known as the Blacklick Plaza Shopping Center. To the South and to the East of the property in question are some multi-family and single-family homes in the AR-2 district of the city.

#### 2. Description of the activities proposed on the site:

Extreme VR Cafe LLC provide VR gaming computers, headsets, and VR games to the customer who can play on hourly basis within the business premise. Business will operate seven days a week from 10:00 AM to 10:00 PM every day. Business plan to sell water, soda, and few snacks items to the customer as well. Extreme VR Cafe expected to hire 4-10 employees to operate the business smoothly.

VR gaming center is very new and young business idea to provide entertainment services to the customers. There is not a single business of this kind in the city of Reynoldsburg, OH. Prospective customers of this business are people of all ages, and genders. Customers put on virtual headsets and enter the virtual world of games, where each customer will be the character of the game and play the game like as if they are inside the game itself and playing the role of the character. Besides the game, all ages of customer can enjoy the VR experience either flying high in the sky like a superhero or riding the virtual roller coaster as if they were riding the real one. Games can be played single or multi-player. This business does not involve any money betting or any form of gambling, and Extreme VR Cafe does not plan to sell any alcohol right now. If Extreme VR Cafe decides to sell alcohol in future, it will do so by acquiring all required licenses and meeting all local, states and federal rules and regulation.

#### 3. A plan of the proposed site and improvements:

See attached site plan.

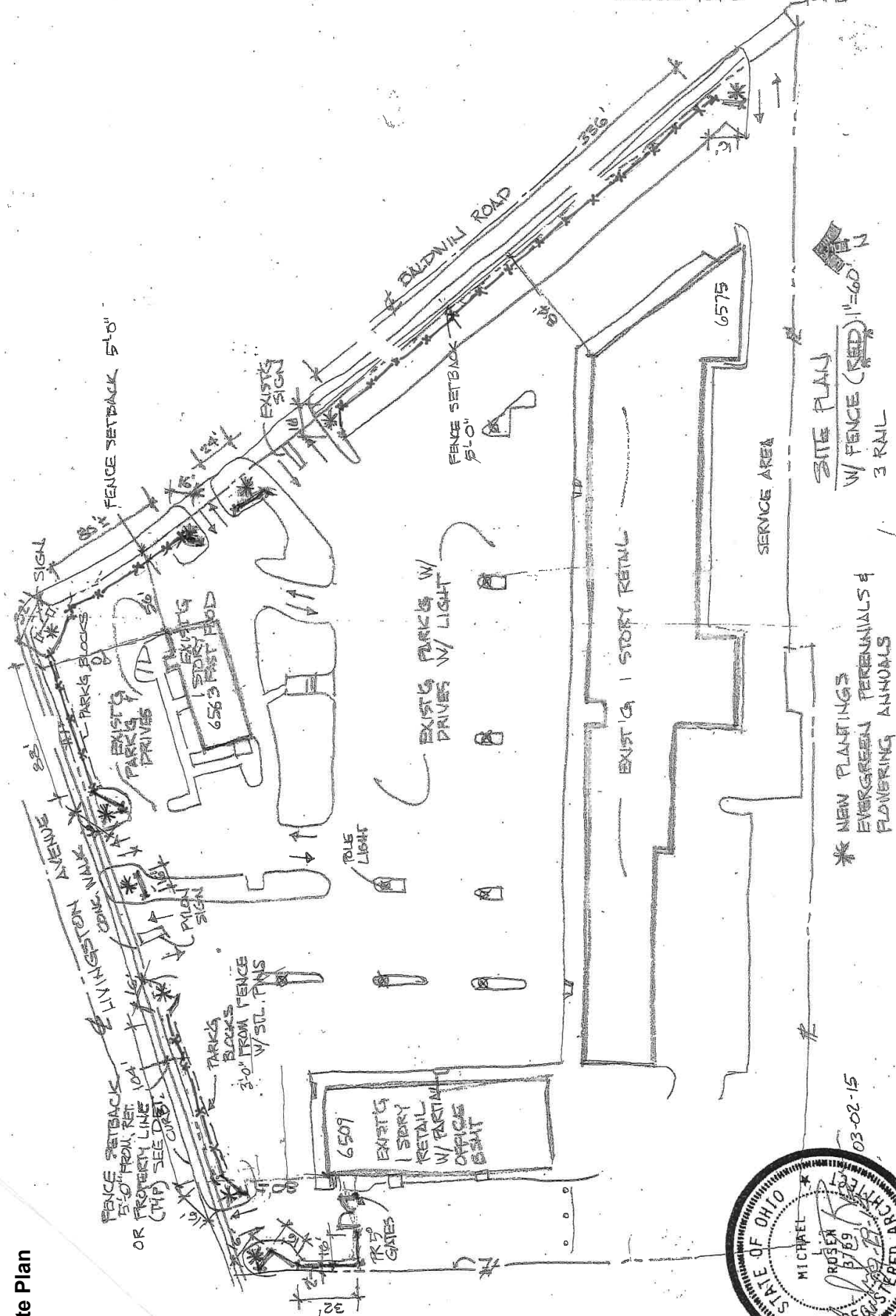
#### 4. Narrative Statement about the compatibility of the proposed use with the existing uses of adjacent lots:

Proposed use does not conflict with any adjacent lots or businesses. This business will fully co-exist with other business nearby. There will be no loud noises, no bad odors, no large gatherings. This gaming center will have 5-6 gaming stations which can only accommodates one person per station at a time. Therefore, there won't be huge numbers of customers at a same time. Extreme VR Cafe will provide the gaming station both on reservation as well as walk-in basis. This business will not in any way affect other existing business nearby, instead, other nearby retails store and other business should expect to see their customers growing because this business is very innovative and entertaining where people of all ages and background can have wonderful time with their families and friends. Customers who comes to play VR games could also shop in the nearby stores. This business will provide entertainment opportunity for nearby residents as well. Students from nearby school will get an opportunity learn more about Virtual Game with their friends during their holidays on discounted rate. Parents can bring their children to give them virtual reality experience and have wonderful time. Today many businesses and schools are using VR system to train the employees and students and with this business in the City of Reynoldsburg, people will have opportunity to learn about the VR.

5. Narrative addressing 1145.09:

The proposed use of the business will bring more customers to the adjacent stores. People who comes to play VR games will have high chances of visiting nearby stores to shop for their needs. Proposed use will not adversely affect the health, safely, morals, or welfare of persons residing or working in the neighborhood because it is played with just a VR headsets, Controllers, and Motion sensors. VR games will be played in the fix space inside the premise either in standing or sitting position. Proposes use will be served adequately by public facilities and services such as roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools. There are many other businesses in the same plaza that are served adequately by public facilities and the proposed use is in no way different regarding the access to the public facilities and services. This business will have only up to 6 gaming stations at max, and each station host only one customer at a time, therefore, there will not be huge influx of traffic because of the proposed use, so, the proposed use will not impose a traffic impact upon the public right-of-way. This proposed use will not harm any objectives and ordinances of the City. The proposed use is located in the CC community Commerce and the Community Commercial Overlay Districts of the City, and the proposed use complies with all the applicable specific provisions and standards of this Code.

### 3. Site Plan



03-02-15

MEL L. ROSEN #65037169  
DATE 17-51-2015

ARCHITECT  
MICHAEL L. ROSEN AIA  
PLANNER  
43227  
COLUMBUS, OHIO  
43227  
614-861-5669

BLACKICK PLAZA CENTER  
100-6519 LIVINGSTON AVENUE  
COLUMBUS, OHIO 43227

07-29-14

1 of 2

REV 03-02-15

8.a.b



VR Gaming Pictures:



Attachment: Additional Info (App# 2018-10, 6519 E Livingston Ave, Adhikari)



**City Council****Barth Cotner****7232 E. Main Street****Reynoldsburg OH 43068****Phone****RESOLUTION REQUEST**


---

**DATE:** November 26, 2018

**TO:** Finance and Administration Committee

**RE:** MOTION THAT THE COUNCIL OF THE CITY OF  
REYNOLDSBURG DOES HEREBY ADOPT A RESOLUTION TO  
RECOGNIZE AND HONOR REYNOLDSBURG RAIDERS  
FOOTBALL

---

Approval:

|                           |          |               |
|---------------------------|----------|---------------|
| Completed<br>Brad McCloud | Jed Hood | Stephen Cicak |
|---------------------------|----------|---------------|

SECTION 1. The Reynoldsburg City Council congratulates the Reynoldsburg Raiders football team for winning the 2018 OCC Ohio Division championship;

SECTION 2. The Reynoldsburg City Council recognizes the players, coaches, staff, and fans whose hard work led to the championship; and

(A) the Superintendent of the Reynoldsburg City Schools;

(B) the director of athletics at Reynoldsburg City Schools; and

(C) the coach and coaching staff of the Reynoldsburg Raiders football team.

**City Council****Barth Cotner****7232 E. Main Street****Reynoldsburg OH 43068****Phone****RESOLUTION REQUEST**


---

**DATE:** November 26, 2018

**TO:** Finance and Administration Committee

**RE:** MOTION THAT THE COUNCIL OF THE CITY OF  
REYNOLDSBURG DOES HEREBY ADOPT A RESOLUTION TO  
RECOGNIZE AND HONOR REYNOLDSBURG RAIDER  
MARCHING PRIDE

---

Approval:

|                           |          |               |
|---------------------------|----------|---------------|
| Completed<br>Brad McCloud | Jed Hood | Stephen Cicak |
|---------------------------|----------|---------------|

SECTION 1. The Reynoldsburg City Council congratulates the Reynoldsburg Raider Marching Pride on their superior season;

SECTION 2. The Reynoldsburg City Council recognizes the members, staff, and fans whose hard work led to their superior season; and

(A) Jason Gibson, head director;

(B) Scott Tennant, assistant director; and

(C) Stephanie Lewis, color guard instructor; and

(D) Gary Sweeney, percussion instructor

**Clerk of Council****April Beggerow****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6836 Phone****ORDINANCE REQUEST**


---

**DATE:** November 26, 2018

**TO:** Development, Parks and Recreation Committee

**RE:** ORDINANCE TO REPEAL ORDINANCE NO. 101-18 PASSED  
OCTOBER 22, 2018 REGARDING AUTHORIZING THE MAYOR TO  
APPLY FOR AND ACCEPT THE FRANKLIN COUNTY ECONOMIC  
DEVELOPMENT LOAN; AND DECLARING AN EMERGENCY.

---

Approval:

|                           |                       |               |
|---------------------------|-----------------------|---------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Stephen Cicak |
|---------------------------|-----------------------|---------------|

Emergency/Suspension: Emergency

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

Statement of necessity: Emergency adoption necessary to repeal 101-18 before the adoption of a corrected version is enacted.

The previous legislation adopted as 101-18 Authorized the Mayor to apply for and accept the Franklin County Economic Development Loan.

Authorizing Ordinance, Loan Agreement and Note were not included with previous legislation.

Requesting the repeal of this legislation.

ORDINANCE NO. 101-18PASSED: October 22, 2018

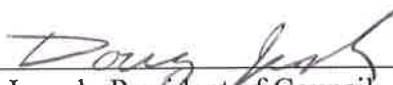
ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT THE FRANKLIN COUNTY ECONOMIC DEVELOPMENT LOAN; AND DECLARING AN EMERGENCY.

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

SECTION 1. That the Mayor is hereby authorized to apply for and accept the Franklin County Economic Development Loan.

SECTION 2. That if approved, the Mayor is hereby authorized to execute any and all documentation that may be required to secure and administer an Agreement for a loan for the purpose stated therein.

SECTION 3. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

  
Doug Joseph, President of Council

ATTEST:   
April L. Beggerow, Clerk of Council

APPROVED:   
Bradley L. McCloud, Mayor

DATE 10/23/18

#### 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. 101-18 as passed by Council of said City on the 22<sup>nd</sup> day of October, 2018 and as recorded in the Record of Proceedings of said Council.

  
April L. Beggerow, Clerk of Council

Filed with Mayor: 10/23/18

Attachment: 101-18 Authorization to Apply for Franklin Co Economic Dev Loan (Repeal of Ordinance 101-18)

## **Development Department**

**Andrew Bowsher**  
**7232 E. Main Street**  
**Reynoldsburg OHIO 43068**  
**614-322-6831 Phone**

### **ORDINANCE REQUEST**

---

**DATE:**           **November 26, 2018**

**TO:**             **Development, Parks and Recreation Committee**

**RE:**             AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A  
 LOAN AGREEMENT WITH FRANKLIN COUNTY, OHIO  
 PROVIDING FOR A LOAN TO THE CITY IN THE MAXIMUM  
 PRINCIPAL AMOUNT OF \$750,000 FOR THE PURPOSE OF PAYING  
 THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS TO THE  
 MUNICIPAL ROADWAY SYSTEM ALONG OR NEAR MAIN  
 STREET, INCLUDING BUT NOT LIMITED TO, CONSTRUCTING A  
 4-WAY TRAFFIC SIGNAL ADJACENT TO THE NEW KROGER  
 LOCATED AT 6400 EAST MAIN STREET, TOGETHER WITH ALL  
 NECESSARY APPURTENANCES RELATED THERETO, AND  
 AUTHORIZING THE EXECUTION AND DELIVERY OF ANY  
 ADDITIONAL DOCUMENTS RELATED THERETO; AND  
 DECLARING AN EMERGENCY.

---

Approval:

|                           |                       |                            |
|---------------------------|-----------------------|----------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|-----------------------|----------------------------|

Emergency/Suspension:      Emergency

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

This documentation is the second iteration of the Franklin County Economic Development Loan. This ordinance outlines the loan term, how we are paying it back through TIF revenue, and our full scope agreement with Franklin County. Our closing date will be December 11th. This will be for the additional traffic light on Main Street, trails along French Run, and repaving of alleyways.

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A LOAN AGREEMENT  
 WITH FRANKLIN COUNTY, OHIO PROVIDING FOR A LOAN TO THE CITY IN THE

**Development Department****Andrew Bowsher****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6831 Phone**

MAXIMUM PRINCIPAL AMOUNT OF \$750,000 FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS TO THE MUNICIPAL ROADWAY SYSTEM ALONG OR NEAR MAIN STREET, INCLUDING BUT NOT LIMITED TO, CONSTRUCTING A 4-WAY TRAFFIC SIGNAL ADJACENT TO THE NEW KROGER LOCATED AT EAST MAIN STREET, TOGETHER WITH ALL NECESSARY APPURTENANCES RELATED THERETO, AND AUTHORIZING THE EXECUTION AND DELIVERY OF ANY ADDITIONAL DOCUMENTS RELATED THERETO

**ECONOMIC DEVELOPMENT LOAN AGREEMENT  
(REYNOLDSBURG MAIN STREET IMPROVEMENT PROJECT)  
BY AND BETWEEN FRANKLIN COUNTY, OHIO  
AND  
CITY OF REYNOLDSBURG, OHIO**

This Economic Development Loan Agreement (Reynoldsburg Main Street Improvement Project) (the "Loan Agreement") is made and entered into as of **December 11th, 2018** (the "Effective Date") by and between the Director of the Franklin County, Ohio Department of Economic Development and Planning (the "Director"), acting with the approval and on behalf of the Board of County Commissioners of Franklin County, Ohio (the "County" and together with the Director, the "Lender"), and the City of Reynoldsburg, Ohio, a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio and its Charter (hereinafter referred to as the "City" or the "Borrower"). The Lender and the City may hereinafter be referred to individually as a "Party", or collectively as the "Parties."

**BACKGROUND INFORMATION**

- A.** Pursuant to the provisions of Ohio Revised Code Section 307.07 ("the Act"), a board of county commissioners is authorized to create an office of economic development and among various authorizations, is permitted to authorize the director of that department to make loans or grants and provide other forms of financial assistance for the purpose of economic development, including financial assistance for permanent public improvements, in compliance with applicable laws of this state, and fix the rate of interest and charges to be made for such financial assistance; and
- B.** Pursuant to the Act, the Board of County Commissioners of Franklin County, Ohio has created the Department of Economic Development and Planning and provided for the creation of the Franklin County Infrastructure Bank ("FCIB"), and has authorized the Director of that Department to make loans from time to time for the purposes described in Ohio Revised Code Section 307.07(B)(5); and
- C.** The Borrower has submitted to the County an application for financial assistance to pay the costs of constructing certain improvement on and around Main Street (such project being more fully described on Exhibit B which is attached hereto and incorporated herein by reference and referred to herein as the "Project"), which Project is expected to facilitate the creation of approximately 50 new full-time equivalent jobs as well as assist in the overall development of the surrounding area affected by the Project; and
- D.** The Lender has determined that the Project constitutes a "permanent public improvement" (as referenced in the Act) and that the financial assistance to be provided pursuant to this Loan Agreement is appropriate under the Act and will be in furtherance of and implement the public policies set forth in the Act; and



- E. The Parties desire to set forth the terms under which the Lender shall make a loan ("Loan") to the Borrower; and
- F. The Lender has committed to make the Loan under the Act and intends, upon execution of the promissory note ("Note") from Borrower to Lender, to extend the Loan to Borrower funds in an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) together with interest thereon for a term of approximately **seven (7)** years.

NOW, THEREFORE, in consideration of the mutual representations, warranties, and covenants set forth in this Loan Agreement and other valuable consideration, the Parties hereby agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.1 Use of Defined Terms.** In addition to the words and terms elsewhere defined in this Loan Agreement or by reference to other instruments, the words and terms set forth in Section 1.2 hereof shall have the meanings therein set forth unless the context or use expressly indicates a different meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms therein defined.

**Section 1.2 Definitions.** As used herein:

"Accrual Date" means **December 1, 2019**.

"Act" means Chapter 307 of the Ohio Revised Code, as such Chapter may hereafter be amended from time to time.

"Additional Obligations" means any additional bonds or other obligations of the City which may be subsequently issued and payable solely from the Municipal Income Tax Receipts and TIF Revenues on parity with the Note, including Additional Obligations in anticipation of which notes have been issued; provided, however, in no event shall general obligation notes or bonds of the City be treated as Additional Obligations.

"Annual Job Creation Report" means that report described in Section 4.1(c) of this Loan Agreement the form of which is substantially set forth in Exhibit E.

"Application" means the Application of the Borrower submitted to the FCIB, dated **December 11th, 2018**, requesting financial assistance under the Act.

"Authorizing Law" means, collectively, the laws of the State of Ohio, including, without limitation, the Ohio Constitution, the Ohio Revised Code, the Charter of the City and the Authorizing Ordinance.

“Authorizing Ordinance” means Ordinance No. [REDACTED] passed by City Council of the City on [REDACTED], 2018.

“Borrower” means the City of Reynoldsburg, Ohio, an Ohio municipality.

“Closing Date” means December 11, 2018, such date being the date of execution and delivery of the Loan Documents.

“Certificate of Available Resources” means that certificate completed and executed by the Borrower and delivered to the Lender from time to time substantially in the form set forth on Exhibit D.

“Cost Certification” means a certification of the Borrower, as of a specified date, setting forth in reasonable detail the costs incurred and, if appropriate, to be incurred, by the Borrower in completing the provision of the Project, including a detail by category of all costs thereof in the form prescribed by the Lender.

“Disbursement Date” means each date, including the Final Disbursement Date, upon which the proceeds of the Loan are disbursed to, or for the benefit, of the Borrower.

“Environmental Law” means any federal, state or local law, regulation, ordinance, order or directive pertaining to the protection of the environment.

“Event of Default” means any of the events described as an event of default in Section 5.1 hereof.

“Final Disbursement Date” means the final Disbursement Date on which any portion of the Loan is disbursed to the Borrower; provided that such final Disbursement Date shall be determined by the Lender in writing in accordance with Section 3.5 hereof and in no event shall that final Disbursement Date occur after [REDACTED], 201[REDACTED].

“Force Majeure” means, without limitation:

- (a) acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; nuclear accidents; lightning; earthquakes; fires; hurricanes; tornadoes; storms, droughts; floods; arrests; restraint of government and people; explosions, breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or
- (b) any cause, circumstances or event not reasonably within the control of the Borrower.

“Franklin County Infrastructure Bank” or “FCIB” means the Franklin County Infrastructure Bank loan-financing program administered by the Director.

“Governmental Authority” means, collectively, the State, the County, any political subdivision thereof, any municipality, and any agency, department, board or bureau of any of the foregoing having jurisdiction over the Project.

“Hazardous Substance” means a hazardous substance as defined under the Comprehensive Emergency Response Compensation and Liability Act of 1980, 42 U.S.C. Section 6901, as from time to time amended.

“Hazardous Waste” means a hazardous waste as defined under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, as from time to time amended.

“Job Creation Period” means the period beginning on the Closing Date and ending the last day of the thirty-sixth (36<sup>th</sup>) calendar month next succeeding the Project Completion Date.

“Loan” means the loan by the Lender to the Borrower in the total sum of the Loan Amount, to be disbursed pursuant to Section 3.5 hereof

“Loan Advisory Board” means a volunteer group of County community stakeholders appointed by the Board of County Commissioners of the County to recommend to those Commissioners loans which should be disbursed from the Franklin County Infrastructure Bank.

“Loan Agreement” means this Loan Agreement, as may be amended or supplemented in writing from time to time.

“Loan Amount” means an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) which shall have been actually disbursed by the Lender to the Borrower pursuant to the terms hereof.

“Loan Documents” means, collectively, this Loan Agreement, the Note, and all documents, instruments, and agreements delivered to or required by the Lender to evidence or secure the Loan as required by this Loan Agreement, as the same may be amended, modified, supplemented, restated or replaced from time to time.

“Municipal Income Tax” means the municipal income tax levied at the rate of two and one-half percent (2.50%) and collected by the City pursuant to Chapter 190 of the City’s Codified Ordinances and in accordance with the Municipal Income Tax Ordinance.

“Municipal Income Tax Ordinance” means Ordinance No. 59-17 passed by City Council of the City on June 12, 2017, and which was approved by a majority of the electorate of the City at the primary election held on May 2, 2017.

“Municipal Income Tax Receipts” means the moneys received by the City from the Municipal Income Tax.

“Note” means the Promissory Note, in the form attached hereto as Exhibit A, evidencing the obligation of the Borrower to repay the Loan, as the same may be amended, modified, supplemented, restated or replaced in writing from time to time.

“Notice Address” means:

As to the Director or the County:

Franklin County Economic Development  
and Planning  
ATTN: Franklin County Infrastructure  
Bank Administrator  
150 South Front Street, FSL Suite 10  
Columbus, Ohio 43223  
(614) 525-5630

As to the City:

City of Reynoldsburg, Ohio  
ATTN: City Auditor  
7232 East Main Street  
Reynoldsburg, Ohio 43068  
(614) 322-6858

or such additional or different address, notice of which is given under Section 6.2 hereof.

“Plans and Specifications” means the plans and specifications or other appropriate documents describing the Project prepared by or at the direction of the Borrower.

“Project” means the permanent public improvements described in Exhibit B attached hereto.

“Project Site” means the surrounding vicinity of the Project, described in Exhibit B attached hereto.

“Project Purposes” means the provision of the Project.

“Provision” or “provision” means, as applicable, the acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging, installing, improving, or furnishing of the Project.

“State” means the State of Ohio.

“TIF Ordinance” means Ordinance No.           -18           passed by City Council on           , 2018          , providing that certain Improvements (as that term is defined in Ohio Revised Code Section 5709.40) be exempted from real property taxation and that the

owners of those parcel make service payments in lieu of taxes in respect of that real property tax exemption.

“TIF Revenues” means the service payments in lieu of taxes received by the City pursuant to the TIF Ordinance.

“Toxic Chemicals” means toxic chemicals as defined under Title III of the Superfund Amendments and Reauthorization Act of 1986 (also cited as the Emergency Planning and Community Right-to-Know Act) 42 U.S.C. Section 11001, as from time to time amended.

**Section 1.3 Certain Words and References.** Any reference herein to the Director or the County, respectively, shall include those succeeding to the Director’s or the County’s functions, duties or responsibilities pursuant to or by operation of law or lawfully performing such functions. Any reference to a section or provision of the Constitution of the State or to the Act or to a section, provision, chapter or title of the Ohio Revised Code shall include such section, provision, chapter or title as from time to time amended.

The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Loan Agreement; and the term “heretofore” means before, and the term “hereafter” means after, the Closing Date. Words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

## **ARTICLE II**

### **DETERMINATIONS AND REPRESENTATIONS**

**Section 2.1 Determinations of the Lender.** Pursuant to the Act and on the basis of the representations and other information provided by the Borrower, the Lender hereby determines that the financial assistance to be provided by the Lender pursuant to this Loan Agreement will conform to the requirements of the Act.

**Section 2.2 Representations and Warranties of the Borrower.** The Borrower hereby represents and warrants that:

- (a) The Borrower is a municipal corporation duly organized and validly existing under the Constitution and the applicable laws of the State and the City’s Charter.
- (b) The Borrower has full power and authority to execute, deliver and perform the Loan Documents and carry out the transactions contemplated thereby. Such execution, delivery and performance do not, and will not, result in any violation of, or a conflict with or a default under, any judgment, decree, order, contract or agreement by which the City is bound or any legal requirement applicable to the City. The Loan Documents have, by proper action, been duly authorized, executed and delivered and all necessary

actions have been taken in order for the Loan Documents to constitute legal, valid and binding special obligations of the Borrower.

- (c) The Provision of the Project will be completed by the Borrower and the Project will be maintained by the Borrower in such manner as to conform with all applicable Environmental Law and zoning, planning, building and other governmental regulations imposed by any Governmental Authority and as to be consistent with the purposes of the Act.
- (d) As a result, or partly due to the result of the Project, approximately 50 new full-time equivalent, permanent jobs will be created during the Job Creation Period, to be reported on annually in the Annual Job Creation Report.
- (e) There are no actions, suits or proceedings pending or, to the best of the Borrower's knowledge, threatened against or affecting the Borrower or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Borrower to perform any of the Borrower's obligations under the Loan Documents, or adversely affect the financial condition of the Borrower.
- (f) The Borrower is not in default under any of the Loan Documents, or in the payment of any indebtedness for borrowed money or under any agreement or instrument evidencing any such indebtedness, and no event has occurred which by notice, the passage of time, or otherwise would constitute any such event of default.
- (h) To the best of the Borrower's knowledge, no representation or warranty made by the Borrower and contained in the Loan Documents, and no statement contained in any certificate, schedule, list, financial statement, or other instrument furnished to the Lender by or on behalf of the Borrower (including, without limitation, the Application), contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained herein or therein not misleading.
- (i) All proceeds of the Loan shall be used for the payment or reimbursement for previous payments of costs relating to Provision of the Project. No part of any such proceeds shall be knowingly paid to or retained by the Borrower or any officer, director or employee of the Borrower as a fee, kick-back or consideration of any type. The Borrower has no identity of interest with any supplier, contractor, architect, subcontractor, laborer, or materialman performing work or services or supplying materials in connection with the Provision of the Project.
- (j) No Hazardous Substance, Hazardous Waste, Toxic Chemical or Petroleum shall be discharged, dispersed, released, stored or treated at the Project, other than in accordance with any applicable Environmental



Law. No asbestos or asbestos-containing materials have been or will be installed, used or incorporated into any buildings, structures, additions, improvements, facilities, fixtures or installations at the Project, or disposed of on or otherwise released at or from the settlement under any Environmental Law with respect to any Hazardous Substance, Hazardous Waste, Toxic Chemical, Petroleum, asbestos or asbestos-containing material. The Borrower shall comply with all applicable Environmental Laws in undertaking the Project. The Borrower has not received any notice from any entity, governmental body, or individual claiming any violation of, or requiring compliance with any Environmental Law with respect to the Project. The Borrower has not received any request for information, notice of claims, demands or other notification that the Borrower may be responsible for a threatened or actual release of any Hazardous Waste, Hazardous Substance, Toxic Chemical, Petroleum, asbestos or asbestos-containing material or for any damage to the environment or to natural resources.

All representation and warranties contained in, or made in connection with, this Loan Agreement and the other Loan Documents shall survive the Closing Date and the Final Disbursement Date and shall not be limited or otherwise affected by any and all inspections, investigations, reviews or other inquiries made or other actions taken by the Lender or any of its agents, representatives and designee, or any other person or board assisting any of the foregoing or acting for or on behalf of the Lender in connection with the Application, the Loan Documents or the consummation of the Loan.

### **ARTICLE III**

#### **LOAN, PROVISION OF CITY PROJECT AND CONDITIONS TO DISBURSEMENT**

**Section 3.1** Loan and Repayment; Prepayment. On the terms and conditions of this Loan Agreement, the Lender shall lend to the Borrower the Loan Amount to assist in the financing of the Borrower's Project. The Loan shall be evidenced by this Loan Agreement and the Note and secured by the Authorizing Ordinance and by a pledge of the Municipal Income Tax Receipts and the TIF Revenues pursuant to the Authorizing Law, all as set forth in Section 3.9. Those instruments and documents shall be executed by the Borrower and all other parties, as applicable and delivered by the Borrower to the Lender on the Closing Date, concurrently with the execution and delivery of this Loan Agreement and the delivery of all other documents and the satisfaction of all other closing conditions required by this Loan Agreement. The Loan shall be disbursed pursuant to Section 3.5 hereof upon the satisfaction of the conditions set forth in Section 3.4 hereof.

The Lender represents that as of the Closing Date, monies in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) have heretofore been appropriated by the County's Board of County Commissioners and subject to satisfaction by the

Borrower of the various conditions for disbursement set forth herein, those monies will remain appropriated and available to the Borrower for the purpose and the term as set forth in this Loan Agreement.

The aggregate principal amount of the Loan disbursed to the Borrower in accordance with this Loan Agreement together with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) at the rate of **two and five one-hundredths percent (2.05%)** per annum, which interest will accrue from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the Accrual Date, and shall be payable on the dates and in the estimated amounts as set forth on Exhibit A-1 attached hereto. The Lender and the City agree that no later than thirty (30) days following the Final Disbursement Date, that a final Exhibit A-1 will be revised (as required) to reflect the actual principal disbursed as recorded on Exhibit A-2 and will approved in writing by both parties to reflect that final Loan Amount as well as the amounts payable on each payment date. The Borrower shall make all payments consistent with and required to be made under the Note as and when due.

The Borrower may prepay all or any portion of the outstanding Loan Amount at any time; provided that, if such prepayment is made on or prior to **\_\_\_\_\_ , 20\_\_**, a two percent (2.00%) prepayment redemption fee shall be assessed on the outstanding principal amount. After such date, the outstanding Loan Amount may be prepaid at par without any such prepayment redemption fee. All such prepayments shall be applied to the payment of the principal installments due hereon in the inverse order of their maturity, and shall be accompanied by the payment of accrued interest on the amount of the prepayment to the date thereof.

The Loan and Note are special obligations of the Borrower payable solely from sources pledged in Section 3.9.

**Section 3.2 Provision of Borrower's Project.** The Borrower (i) has commenced or shall promptly hereafter commence the Provision of the Project, and (ii) shall pay all expenses incurred in such Provision from funds made available therefore in accordance with this Loan Agreement, or otherwise. The Borrower confirms that all wages paid to laborers and mechanics employed on the Provision of the Project will be paid at not less than the prevailing rates of wages for laborers and mechanics for the class of work called for by the Project, which wages will be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

**Section 3.3 Borrower Required to Pay Costs in Event Proceeds Insufficient.** In the event that the fully disbursed proceeds of the Loan in the maximum Loan Amount are not sufficient to pay all costs of the Project, the Borrower shall, nonetheless and irrespective of the cause of such deficiency, complete the Project in accordance with the Plans and Specifications and pay all costs of such completion in full.



**Section 3.4 Conditions Precedent to Disbursement.** The Borrower shall be entitled to request disbursements from time to time of all or a portion of the Loan Amount, provided that disbursement shall occur no more frequently than once every month during and/or upon the completion of the Provision of the Project (and on or before the Final Disbursement Date), and provided further that the Lender shall have received the following:

- (a) On or before the first Disbursement Date:
  - (1) The original Loan Agreement duly executed by the Borrower;
  - (2) The original Note duly executed by the Borrower;
  - (3) A certified copy of the Authorizing Ordinance;
  - (4) An executed copy of a construction contract for the Project with a guaranteed fixed price, if applicable;
  - (5) Evidence that the Borrower has paid an underwriting and credit analysis fee of \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_\_,000.00) directly to the FCIB Financial Advisor: DiPerna Economic Development Advisors on the Closing Date;
  - (6) An opinion of the Borrower's counsel, which sets forth substantially the following:
    - (A) The Borrower has full power and authority to execute and deliver the Loan Documents;
    - (B) The Borrower has duly authorized the taking of any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on the Borrower's part under the Loan Documents;
    - (C) Each of the Loan Documents has been duly authorized, executed and delivered by the Borrower, and is a legal, valid and binding special obligation of the Borrower, enforceable in accordance with its terms, except as such enforcement may be limited by the application of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, and other laws relating to or affecting the rights and remedies of creditors generally; to the application of equitable principles, whether considered in a proceeding at law or in equity; to the exercise of judicial discretion; and to limitations on legal remedies against public entities;
    - (D) The execution and delivery of each of the Loan Documents, and the performance by the Borrower of the actions required

of the Borrower thereby and the consummation of the transactions contemplated therein do not and will not constitute a default under, conflict with or violate any judgment, decree, indenture, mortgage, deed of trust, guaranty, agreement or other instrument to which the Borrower is a party or by which the Borrower is bound, or conflict with or violate any provisions of law, administrative regulation, or court order or consent decree;

- (E) There is no action, temporary restraining order, injunction, suit, proceeding, inquiry or investigation at law or in equity, before or by any judicial or administrative court or agency, pending or to the best knowledge of such counsel threatened against or affecting, or involving the properties, securities or businesses of the Borrower, and to the best knowledge of such counsel, there is no reasonable basis for any such action, temporary restraining order, injunction, suit, proceeding, inquiry or investigation, which would, individually or in the aggregate, adversely affect the transactions contemplated by the Loan Documents, the delivery, validity or enforceability of any of the Loan Documents or materially and adversely affect the financial condition of the Borrower;
- (F) The Borrower has obtained any and all requisite governmental consents, permits, licenses and approvals necessary for each of them to enter into, execute and deliver the Loan Documents, and to perform the Borrower's obligations thereunder;
- (G) To the knowledge of such counsel, the Borrower is not in material default under any contract, agreement or other instrument by which it is bound, in the payment of any monetary obligation or with respect to any judgment, order, injunction or regulation of any court or governmental Borrower, and there exists no condition or event which after notice or lapse of time or both would constitute any such default; and
- (H) The Note constitutes a valid and binding special obligation of the City, and the principal of and interest and any premium on the Note, unless paid from other sources, are to be paid solely from the TIF Revenues and are secured by the Authorizing Ordinance and by a pledge of the TIF Revenues.

(b) On or before each Disbursement Date:

- (1) Evidence of the construction of the Project completed to date (or completed in full in the case of Final Disbursement Date), together with a complete list of all costs and expenses incurred in connection with the Provision of the Project, including invoices and receipts (or canceled checks or other evidence of payment and/or supporting documentation for all such costs and expenses incurred by the Borrower);
- (2) Certification by the Borrower that the Borrower's representations and warranties made in the Loan Documents remain true, accurate, and complete as of the Disbursement Date in all material respects, and no default or event which, by notice, the passage of time or otherwise, would constitute a default, exists under the Loan Documents;
- (3) Cost Certification and a Final Cost Certification, as the case may be;
- (4) A duly executed disbursement request pursuant to Section 3.5 hereof;
- (5) Determination of applicability of prevailing wage by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau of the State as well as certified payrolls issued by the Project's general contractor to the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau of the State, certifying as to full compliance with Chapter 4115, Ohio Revised Code; and
- (6) Such other certifications, documents or opinions as the Lender may reasonably request.

**Section 3.5 Disbursement of Loan.** At the request of the Borrower for disbursement of the Loan Amount hereunder, the Lender shall disburse the Loan by delivering funds as determined by the Lender in the Lender's sole discretion based on each Cost Certification (i.e. Disbursement Request Form and Certification, which are attached hereto, and incorporated as if fully rewritten herein as Exhibit C), to the order of the Borrower on each Disbursement Date. The amount of each disbursement shall be duly noted on Exhibit A-2. All disbursement requests from the Borrower must be received by the Lender on or before the Final Disbursement Date.

**Section 3.6 Prohibition Against Certain Political and Religious Activities.** The Borrower agrees that it shall not use any funds provided under this Loan Agreement for purposes of supporting or defeating legislation considered by any legislative body or for inherently religious programs, activities or services.

**Section 3.7 Plans and Specifications; Inspections.** The Borrower has heretofore provided a copy of the Plans and Specifications to the Lender for review. The

Borrower may revise the Plans and Specifications from time to time; provided that no revision shall be made (i) which would change the Project Purposes to purposes other than those permitted by the Act; (ii) without obtaining, to the extent required by law, the approval of any applicable Governmental Authority; and (iii) without the prior written approval of the Lender if such revision would materially change the Plans and Specifications.

**Section 3.8 Project Completion Date.** Except in the case of force majeure, the Project must be completed, i.e. work finished, on a date (the “Project Completion Date”) which occurs no later than 1, 201, which Project Completion Date shall be evidenced to the Lender by a certificate of the Borrower substantially in the form of Exhibit F stating (i) the date on which the project was substantially completed, (ii) that all licenses, permits, and approvals for the Project required by any governmental agency have been procured and/or obtained, (iii) that all improvements reflected in the Plans and Specifications have been made and the Provision of the Project has been completed, and (iv) that all costs of providing the Project have been paid.

**Section 3.9 Source of Repayment.** The Note is a special obligation of the City, and the principal of and interest (and any premium) on the Note, and any Additional Obligations, are payable solely from the Municipal Income Tax Receipts and the TIF Revenues, and such payment is secured by a pledge of Municipal Income Tax Receipts and the TIF Revenues as provided by the Authorizing Law, and the Authorizing Ordinance.

The City has heretofore levied and covenants that it shall continue to collect the Municipal Income Tax for so long as the Note and any Additional Obligations are outstanding. The City hereby covenants and agrees that, so long as the Note and any Additional Obligations are outstanding, it shall not suffer the repeal, amendment or any other change in the Authorizing Ordinance, or the Municipal Income Tax Ordinance, that in any way materially and adversely affects or impairs (a) the sufficiency of the Municipal Income Tax levied and collected or otherwise available for the payment of the Note and any Additional Obligations or (b) the pledge or the application of the Municipal Income Tax Receipts to the payment of the Note and any Additional Obligations.

The City has heretofore provided for the collection and covenants that it shall continue to collect the TIF Revenues for so long as the Note and any Additional Obligations are outstanding. The City hereby covenants and agrees that, so long as the Note and any Additional Obligations are outstanding, it shall not suffer the repeal, amendment or any other change in the Authorizing Ordinance, or the TIF Ordinance, that in any way materially and adversely affects or impairs (a) the sufficiency of the TIF Revenues collected or otherwise available for the payment of the Note and any Additional Obligations or (b) the pledge or the application of the TIF Revenues to the payment of the Note and any Additional Obligations.

Neither the Note nor any obligation under this Loan Agreement shall constitute a general obligation debt or a pledge of the full faith or credit or property taxing power of the City. Nothing herein shall be construed as requiring the City to use or apply to the

payment of principal of and interest (and any premium) on the Note any funds or revenues from any source other than Municipal Income Tax Receipts and TIF Revenues. Nothing herein, however, shall be deemed to prohibit the City, of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this Loan Agreement, the Authorizing Ordinance or of the Note.

If the City shall pay or cause to be paid and discharged the Note, the covenants, agreements and other obligations of the City hereunder and in the Note shall be discharged and satisfied. The City shall be considered to have caused the Note to be paid and discharged if the City has placed in escrow, and pledged for the payment of debt charges on the Note, money or direct or guaranteed obligations of the United States, or a combination of those obligations, determined by an independent firm experienced in making such determinations to be sufficient, with the interest or other investment income accruing on those direct or guaranteed obligations, for the payment of debt charges on the Note. For purposes of this Section, "direct obligations of or obligations guaranteed as to payment by the United States" includes rights to receive payment or portions of payments of the principal of or interest or other investment income on those obligations, and other obligations fully secured as to payment by those obligations and the interest or other investment income on those obligations.

**Section 3.10 Additional Obligations.** The City shall have the right from time to time to issue Additional Obligations on a parity with the Note, which Additional Obligations shall, unless paid from other sources, be payable solely from the Municipal Income Tax Receipts and TIF Revenues, and such payment shall be secured by a pledge of the Municipal Income Tax Receipts and TIF Revenues as provided by the Authorizing Law and by an ordinance passed by the City Council of the City authorizing the issuance of those Additional Obligations.

Before any Additional Obligations are issued, the City shall be required to furnish a certificate of the Director of Finance showing that the aggregate amount of Municipal Income Tax Receipts and TIF Revenues received during the two fiscal years immediately preceding the issuance of those Additional Obligations was at least equal to three hundred percent (300%) of the largest amount required to be paid in any succeeding calendar year to meet interest and principal maturities of the Note and any Additional Obligations to be outstanding immediately after the issuance of such Additional Obligations (the "Coverage Test"). For bond anticipation notes, the principal and interest on the Additional Obligations anticipated by such notes shall be used in calculating compliance with this provision.

Junior lien or other subordinate obligations payable from the Municipal Income Tax Receipts and/or TIF Revenues may be issued without limitation.

## ARTICLE IV

### ADDITIONAL COVENANTS AND AGREEMENTS

**Section 4.1 Affirmative Covenants of the Borrower.** Throughout the term of this Loan Agreement, the Borrower shall:

- (a) Deliver Notice. Forthwith upon learning of any of the following, deliver written notice thereof to the County, describing the same and the steps being taken by the Borrower with respect thereto:
  - (1) The occurrence of an Event of Default or an event or circumstance which would constitute an Event of Default, but for the requirement that notice be given, elapse of time or otherwise;
  - (2) Any action, suit or proceeding by or against the Borrower at law or in equity, or before any governmental instrumentality or agency, instituted or threatened which, if adversely determined, would materially impair the right or ability of the Borrower to carry on the business which is contemplated in connection with the Project or would materially impair the right or ability of the Borrower to perform the transactions contemplated by the Loan Documents, or would materially and adversely affect the Borrower's business, operations, properties, assets or condition; or
  - (3) Any material communication adversely affecting the Project, and the Borrower will promptly respond fully to any inquiry of the Lender made with respect thereto.
- (b) Inspection Rights. Upon reasonable notice and during normal business hours, permit the Lender, or any agents or representatives thereof, to examine and make copies of and abstract from the records and books of account of the Borrower related to the Project or visit the Project. Such inspections or reviews shall not impose any responsibility or liability of any nature upon the Lender or employees, agents, or representatives of the Lender, or, without limitation, make or cause to be made any warranty or representation as to the adequacy or safety of the structures or any of their component parts or any other physical condition or feature pertaining to the Project.
- (c) Annual Job Creation Report. Beginning on the last day of the 12<sup>th</sup> calendar month next succeeding the Closing Date, and on or before such date of each subsequent calendar year until the Job Creation Period has lapsed, the Borrower shall submit to the Lender an Annual Job Creation Report. Prior to the initial filing required by this subsection, the Lender shall provide to the Borrower a format for this report and shall instruct the Borrower on the proper completion of said report. Each Annual Job Creation Report shall provide information on official Borrower letterhead



for the applicable reporting period detailing (i) the progress of the estimated new full-time equivalent, permanent jobs to be created at or near the Project Site, either as a result of, or partly due to the result of, the Project, (ii) if applicable, the status of estimated full-time equivalent, permanent jobs to be retained at or near the Project Site, either as a result of, or partly due to the result of, the Project, and (iii) the status of all other performance activities to date; and

- (d) Compliance with Laws, Etc. Comply in all material respects with all statutes, laws, ordinances and governmental rules, regulations and orders to which it is subject or which are applicable to the Project.
- (e) Furnish Information. Furnish or cause to be furnished to the Lender:
  - (1) Within one hundred eighty (180) days after the last day of each Fiscal Year, the audited, annual financial statements for the Borrower accompanied by an opinion of either the Ohio Auditor of State or an independent certified public accountant as well as a replacement Certificate of Available Resources; provided that if by such date those financial statements have not been published on the Ohio Auditor of State's website, then within ten (10) days following such publication.
  - (2) Certificate; No Default. With each of the financial statements required to be furnished pursuant to this Section, a certificate of the Borrower chief fiscal officer stating that (i) no Event of Default has occurred and is continuing and no event or circumstance which would constitute an Event of Default, but for the requirement that notice be given or time elapse or both, has occurred and is continuing, or, if such an Event of Default or such event or circumstance has occurred and is continuing a statement as to the nature thereof and the action which the Borrower shall propose to take with respect thereto, and (ii) no action, suit or proceeding by the Borrower or against the Borrower at law or in equity, or before any governmental instrumentality or agency, is pending or, to the best of the Borrower's knowledge; threatened, which, if adversely determined, would materially impair the right or ability of the Borrower to carry on the business which is contemplated in connection with the Project or would materially impair the right or ability of the Borrower to perform the transactions contemplated by the Loan Documents, all as of the date of such certificate, except as disclosed in such certificate.
  - (3) Upon request of the Lender, periodic reports concerning the status of the Project and the expenditures for costs in respect thereto.

- (f) Maintain Existence. Do or cause to be done all things necessary to preserve and keep in full force and effect the Borrower's existence and ownership of its material rights and franchises.
- (g) Maintain Property. Maintain and keep the Project in good repair, working order and condition, ordinary wear and tear excluded.

**Section 4.2 Negative Covenants of the Borrower.** Throughout the term of this Loan Agreement, the Borrower shall not:

- (a) Agreements. Enter into any agreement containing any provision which would be violated or breached by the performance of the Borrower's obligations hereunder or under any instrument or document delivered or to be delivered by the Borrower hereunder or in connection herewith.
- (b) Assignment. In whole or in part, assign this Loan Agreement.
- (c) Financial Covenants. Violate any financial covenant contained in any agreement evidencing, relating to or securing any indebtedness for borrowed money in excess of Five Hundred Thousand Dollars (\$500,000), which violation would materially impair the City's ability to make timely payments with respect to such indebtedness or borrowed money.

## **ARTICLE V**

### **EVENTS OF DEFAULT, REMEDIES AND TERMINATION**

**Section 5.1 Events of Default.** Each of the following shall be an "Event of Default":

- (a) Failure by the Borrower to pay when due or within thirty (30) days after notice that it is past due any amount payable pursuant to the Note or this Loan Agreement, or any other Loan Document on the date on which payment is due and payable; or
- (b) The Borrower shall fail to observe and perform any material agreement, term, or condition contained in this Loan Agreement other than as required pursuant to subsection (a) above, and such failure continues for a period of thirty (30) days after the Borrower receives notice thereof; *provided*, however, that such thirty (30) day cure period shall not apply to (i) any failure which in the good faith opinion of the Lender is incapable of cure or (ii) any failure which has previously occurred; or
- (c) The Borrower commences a voluntary case concerning it under Title 11 of the United States Code entitled "Bankruptcy" as now or hereafter in effect, or any successor thereto (the "Bankruptcy Code"); or the Borrower is not generally paying the Borrower's debts as such debts become due; or a custodian (as defined in the Bankruptcy Code) is appointed for, or takes



charge of, all or substantially all of the property of the Borrower; or the Borrower commences any other proceeding under any reorganization, arrangement, readjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect; or there is commenced against the Borrower any such proceeding which remains undismissed for a period of ninety (90) days; or the Borrower is adjudicated insolvent or bankrupt; or the Borrower fails to controvert in a timely manner any such case under the Bankruptcy Code or any such proceeding or any case or proceeding for the appointment of any custodian or the like of or for the Borrower or any substantial part of the Borrower's property or suffers any such appointment to continue undischarged or unstayed for a period of ninety (90) days; or the Borrower makes a general assignment for the benefit of creditors; or any action is taken by the Borrower for the purpose of effecting any of the foregoing; or a receiver or trustee or any other officer or representative of the court or of creditors, or any court, governmental officer or agency, shall under color of legal authority, take and hold possession of any substantial part of the property or assets of the Borrower for a period in excess of ninety (90) days; or

- (d) Any representation or warranty made by the Borrower, or any of the Borrower's officers, herein or in any of the other Loan Documents, or in connection herewith or therewith shall prove to have been incorrect in any material respect when made; or
- (e) Any Event of Default under the Note or any other Loan Documents shall have occurred and be continuing.

**Section 5.2 Remedies.** If an Event of Default shall have occurred and be continuing beyond the applicable cure period, the Lender, at any time, at Lender's election, may exercise any or all or any combination of the remedies conferred upon or reserved to the Lender under this Loan Agreement, the Note, any of the other Loan Documents or any instrument or document collateral thereto, or now or hereafter existing at law, or in equity or by statute. Subject to the foregoing, any or all of the following remedies may be exercised:

- (a) If the Loan has not been fully disbursed, termination of any and all of Lender's obligations under this Loan Agreement;
- (b) Declaration that the entire unpaid balance of all indebtedness owed to Lender is immediately due and payable;
- (c) Exercise of all or any rights and remedies as Lender may have under this Loan Agreement, and any of the other Loan Documents;
- (d) Inspect, examine and copy the books, records, accounts and financial data of the Borrower; and/or

- (e) The Lender may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under this Loan Agreement, or any other Loan Document, or to enforce the performance and observance of any other obligation or agreement of the Borrower under the Loan Documents.

**Section 5.3 Job Creation Remedy.** The Borrower estimates that approximately 50 new full-time equivalent, permanent jobs will be created at or near the Project Site, either as a result of, or partly due to the result of, the Project during the Job Creation Period. If, for reasons other than Market Conditions and Other Factors (as hereinafter defined in this Section 5.3), after three-years from the Project Completion Date less than half of the new full-time equivalent, permanent jobs have not been created at or near the Project Site, the Borrower may, as advised by the Director or the Director's staff (collectively, the "Department Staff"), as recommended by the Franklin County Infrastructure Bank Loan Advisory Board, and by ultimate approval by the Board of County Commissioners of the County, be subject to pay up to an additional one hundred (100) basis point increase in interest rate paid for the remaining years of the Loan Contract until the new full-time equivalent, permanent job creation numbers are at least half of the initial represented projection. Notwithstanding any other provision contained herein to the contrary, including, without limitation, Section 5.2 and Section 5.4, Lender's sole and exclusive remedy for Borrower's inability to create the requisite number of jobs specified herein shall be the option of Lender to increase the interest rate paid by Borrower up to an additional one hundred (100) basis points in accordance with the immediately preceding sentence.

"Market Conditions and Other Factors" means those conditions determined by the Department Staff, with written criteria as the Department Staff reasonably deem appropriate. If applicable, the staff shall consider the following:

- (a) A decline, as a whole or relevant sector, in 12 of the 36 months as detailed in the Board of Governors of the Federal Reserve System's national industrial production index;
- (b) The performance of the relevant sector as reported in Standard & Poor's "Industry Surveys";
- (c) A decline in current economic activity within the Fourth Federal Reserve District as documented in the "Summary of Commentary in current Economic Conditions by Federal Reserve District." <http://federalreserve.gov/monetarypolicy/beigebook/default.htm>;
- (d) A decline in either national employment or gross product in a specific sector over the previous six quarters as documented by data provided by an established and well recognized supplier of national and regional economic data;

- (e) A case of fraudulent conduct, or bankruptcy on behalf of the private 3<sup>rd</sup> party developer or business on the Project Site with likewise no fraudulent conduct from the Borrower; and/or
- (f) Any other information the Department Staff reasonably determine to be relevant under the circumstances including but not limited to the ratio of job creation and/or retention per FCIB funds expended.

**Section 5.4 No Remedy Exclusive.** No remedy conferred upon or reserved to the Lender by this Loan Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to the Lender in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly provided for herein or required by law.

**Section 5.5 No Waiver.** No failure by the Lender to insist upon the strict performance by the Borrower of any provision hereof shall constitute a waiver of the Lender's right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Borrower either to observe or comply with any provision hereof.

## **ARTICLE VI**

### **MISCELLANEOUS PROVISIONS**

**Section 6.1 Terms of Loan Agreement.** This Loan Agreement shall be and remain in full force and effect from the date of its delivery until (a) the termination of this Loan Agreement pursuant to Section 5.2(a) hereof or (b) such time as the Loan shall have been fully repaid and all other sums payable by the Borrower under this Loan Agreement, the Note and any other Loan Documents shall have been paid.

**Section 6.2 Notices.** All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or sent by facsimile and confirmed by telephone, and addressed to the appropriate Notice Address. The Borrower or the Lender may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or communications shall be sent.

**Section 6.3 Extent of Covenants; No Personal Liability.** All covenants, obligations and agreements of the Parties contained in this Loan Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the Lender other

than in his or her official capacity, and neither the members of the legislative body of the City or the Lender nor any City or Lender official executing this Loan Agreement shall be liable personally under this Loan Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the Lender contained in this Loan Agreement

**Section 6.4 Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Lender, the Borrower and their respective successors and assigns. The Borrower shall not assign any of the Borrower's rights or obligations under this Loan Agreement without the written consent of the Lender.

**Section 6.5 Amendments and Supplements.** This Loan Agreement may not be amended or supplemented except by an instrument in writing executed by the Lender and the Borrower.

**Section 6.6 Execution Counterparts.** This Loan Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**Section 6.7 Severability.** If any provision of this Loan Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative made, entered into or taken in the manner and to the full extent permitted by law.

**Section 6.8 Captions; Entire Agreement.** The captions and headings in this Loan Agreement shall be solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement. All exhibits and schedules to this Loan Agreement shall be annexed hereto and shall be deemed to be part of this Loan Agreement. This Loan Agreement and the exhibits and schedules attached hereto and the Loan Documents embody the entire agreement and understanding between the Lender and the Borrower and supersede all prior agreements and understandings relating to the subject matter hereof

**Section 6.9 Interpretation.** This Loan Agreement shall be deemed to have been prepared jointly by the parties hereto and any uncertainty or ambiguity existing herein shall not be interpreted against any party but shall be interpreted according to the rules for the interpretation of arm's length agreements.

**Section 6.10 Governing Law.** This Loan Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

**Section 6.11** Further Assurance. The Borrower agrees to execute such other and further documents and instruments as the Lender may request to implement provisions of the Loan Documents.

[This space intentionally left blank]

Draft of 11-5-2018

Attachment: FCIB Loan Agreement - 11-5-2018 (Franklin County Economic Development Loan Contract)

IN WITNESS WHEREOF, this Loan Agreement has been executed and delivered all as of the date hereinafter written.

IN WITNESS WHEREOF, the parties hereto hereby set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City of Reynoldsburg, Ohio

Franklin County Economic Development  
and Planning Department

\_\_\_\_\_  
Bradley L. McCloud, Mayor

\_\_\_\_\_  
James Schimmer, Director

\_\_\_\_\_  
Stephen M. Cicak, City Auditor

Approved as to form:

Approved:  
Franklin County, Ohio Board of County  
Commissioners

\_\_\_\_\_  
Jed E. Hood  
City Attorney

\_\_\_\_\_  
Kevin L. Boyce, President

\_\_\_\_\_  
Marilyn Brown

\_\_\_\_\_  
John O'Grady

Approved as to form:  
Ron O'Brien  
Franklin County Prosecuting Attorney

By: \_\_\_\_\_  
Assistant Prosecuting Attorney

Attachment: FCIB Loan Agreement - 11-5-2018 (Franklin County Economic Development Loan Contract)

**EXHIBIT A**  
**FORM OF PROMISSORY NOTE**

Draft of 11-5-2018

Attachment: FCIB Loan Agreement - 11-5-2018 (Franklin County Economic Development Loan Contract)



**EXHIBIT A-1**  
**SCHEDULE OF PAYMENTS**

Draft of 11-5-2018

Attachment: FCIB Loan Agreement - 11-5-2018 (Franklin County Economic Development Loan Contract)

**EXHIBIT A-2**  
**SCHEDULE OF DISBURSEMENTS**

| <u>Date of Disbursement</u> | <u>Amount of Disbursement</u> | <u>Aggregate Amount<br/>of Disbursements</u> |
|-----------------------------|-------------------------------|----------------------------------------------|
| <hr/>                       | <hr/>                         | <hr/>                                        |
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Draft of 11-5-2018

Attachment: FCIB Loan Agreement - 11-5-2018 (Franklin County Economic Development Loan Contract)

**EXHIBIT B****PROJECT DESCRIPTION**

This proposed project entails the construction of a 4-way traffic signal adjacent to the new Kroger located at [REDACTED] East Main Street in the City. The City will have exclusive ownership of the financed asset.

Draft of 11-5-2018

**EXHIBIT C****DISBURSEMENT REQUEST FORM AND CERTIFICATION**

Draft of 11-5-2018

Attachment: FCIB Loan Agreement - 11-5-2018 (Franklin County Economic Development Loan Contract)

**EXHIBIT D****CERTIFICATE OF AVAILABLE RESOURCES**

This certificate is attached to the Loan Agreement dated [REDACTED], 2018 (the "Loan Agreement") by and between the Director of the Franklin County, Ohio Department of Economic Development and Planning (the "Director"), acting with the approval and on behalf of the Board of County Commissioners of Franklin County, Ohio (the "County" and together with the Director, the "Lender"), and the City of Reynoldsburg, Ohio (the "City" or the "Borrower"). All terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

Under Section 3.1 of the Loan Agreement, the Lender has agreed to loan funds in an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) to the Borrower. The undersigned certifies as follows:

1. The Loan Agreement and the Note have been authorized by the Borrower by Ordinance No. [REDACTED] passed on [REDACTED], 2018.
2. The Note has been executed and delivered to the County. The amounts required to meet scheduled payments on the Note in the current fiscal year (if any) have been lawfully appropriated for such purpose and are either in the treasury or in the process of collection in accordance with Section 3.9 of the Loan Agreement. The Note is a special obligation of the Borrower, and the principal of and interest (and any premium) on the Note and any Additional Obligations are payable solely from the TIF Revenues, and such payment is secured by a pledge of TIF Revenues as provided by the Authorizing Law, the Authorizing Ordinance, and the Loan Agreement.

\_\_\_\_\_  
Authorized Agent of Borrower

\_\_\_\_\_  
City Auditor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT E****Annual Job Creation Report Template**

Date

RE: PROJECT

Dear Director Schimmer,

As stipulated in the previously cited Loan Agreement, we attested to the projected creation of \_\_\_\_\_ full-time equivalent, permanent jobs created, from a baseline of \_\_\_\_\_ full-time equivalent, permanent jobs retained as a result of this Franklin County Infrastructure Bank Project.

For the previous reported year actual job creation as a result of the Project has been \_\_\_\_\_ with a baseline of \_\_\_\_\_ full-time equivalent, permanent jobs retained.

This job creation and retention comes from these following private companies...

We welcome any questions and attest that the County at any time may inspect our records from which we derived these reported results.

Thank you,

Development Director of the City of Reynoldsburg, Ohio

**EXHIBIT F****Form of Project Completion Certificate**

[DATE]

In accordance with the Loan Agreement, dated \_\_\_\_\_, 2018 (the "*Loan Agreement*"), by and between the Director of the Franklin County, Ohio Department of Economic Development and Planning, acting with the approval and on behalf of the Board of County Commissioners of Franklin County, Ohio, and the City of Grove City, Ohio, the undersigned hereby confirms, as an authorized officer of the City of Grove City, Ohio, the following:

1. The Project was substantially completed on [DATE].
2. All licenses, permits, and approvals for the Project required by any governmental agency have been procured and/or obtained.
3. All improvements reflected in the Plans and Specifications have been made and the Provision of the Project has been completed.
4. All costs of providing the Project have been paid.

Capitalized terms used as defined terms, but not otherwise defined herein, shall have the meanings ascribed to them in the Loan Agreement.



Passed: \_\_\_\_\_, 2018

## ORDINANCE NO. \_\_\_\_-18

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A LOAN AGREEMENT WITH FRANKLIN COUNTY, OHIO PROVIDING FOR A LOAN TO THE CITY IN THE MAXIMUM PRINCIPAL AMOUNT OF \$750,000 FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS TO THE MUNICIPAL ROADWAY SYSTEM ALONG OR NEAR MAIN STREET, INCLUDING BUT NOT LIMITED TO, CONSTRUCTING A 4-WAY TRAFFIC SIGNAL ADJACENT TO THE NEW KROGER LOCATED AT 6400 EAST MAIN STREET, TOGETHER WITH ALL NECESSARY APPURTENANCES RELATED THERETO, AND AUTHORIZING THE EXECUTION AND DELIVERY OF ANY ADDITIONAL DOCUMENTS RELATED THERETO.

WHEREAS, by Ordinance No. 59-17, passed by City Council on June 12, 2017 (the “*Municipal Income Tax Ordinance*”), City Council proposed to increase its existing municipal tax rate from one and one-half percent (1.50%) to two and one-half percent (2.50%) upon income, qualifying wages, commissions and other compensation, and on net profits for the purposes of general municipal operations, maintenance, new equipment and capital improvements, including, but not limited to, the payment of debt service charges on related securities and the costs related to a municipal recreation complex, all as further described in the Municipal Income Tax Ordinance; and

WHEREAS, on May 2, 2017, the Municipal Income Tax Ordinance was approved by a majority vote of the electors in the City, and the municipal income tax rate was increased by one percent (1.00%) to a total rate of two and one-half percent (2.50%) (the “*Municipal Income Tax*”) in accordance with the Municipal Income Tax Ordinance; and

WHEREAS, the Municipal Income Tax Ordinance and the Municipal Income Tax have been codified and are implemented pursuant to Chapter 190 of the City’s Codified Ordinances; and

WHEREAS, pursuant to Ordinance No. 102-18 passed October 22, 2018 (the “*TIF Ordinance*”) and Ohio Revised Code Section 5709.40, this Council has exempted from taxation certain Improvements (as defined in the TIF Ordinance) to certain parcels of real property located within the City, required the owners of those parcels to pay Service Payments (as defined in the TIF Ordinance) in respect of those Improvements, and identified certain public infrastructure improvements that directly benefit those parcels of real property; and

WHEREAS, this Council has determined that the Project is identified in the TIF Ordinance and will directly benefit the parcels of real property described in the TIF Ordinance; and

WHEREAS, pursuant to the TIF Ordinance and Ohio Revised Code Section 5709.43, the Service Payments received by the City have been and shall continue to be deposited in the Main Street TIF Municipal Public Improvement Tax Increment Equivalent Fund and used to pay debt charges on the Loan incurred to finance the Project; and

WHEREAS, this Council has determined to work cooperatively with the Director of the Franklin County, Ohio Department of Economic Development and Planning, acting with the approval and on behalf of the Board of County Commissioners of Franklin County, Ohio, to provide monies for the purpose of paying the costs of certain capital improvements to the municipal roadway system along or near Main Street, including but not limited to, constructing a 4-way traffic signal adjacent to the new Kroger located at 6400 East Main Street, together with all necessary appurtenances related thereto (the “Project”); and

WHEREAS, this City has determined to execute a loan agreement for the purpose of paying the costs of the Project which will be payable from the Municipal Income Tax Receipts and the TIF Revenues (each as hereinafter defined); and

WHEREAS, this Council has requested that the City Auditor, as fiscal officer of this City, certify the estimated life or period of usefulness of the Project and the maximum maturity of the Note (as hereinafter defined); and

WHEREAS, the City Auditor has certified to this Council that the estimated life or period of usefulness of the Project is at least five (5) years and that the maximum maturity of the Note is at least twenty (20) years;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Grove City, Franklin County, Ohio, that:

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

“*Accrual Date*” means the first anniversary of the Closing Date.

“*Act*” means, collectively, the laws of the State of Ohio, including, without limitation, Section 3, Article XVIII of the Ohio Constitution, Chapter 133 and Sections 5709.40 through 5709.43 of the Ohio Revised Code and the Charter of the City.

“*Additional Obligations*” means any additional bonds or other obligations of the City which may be subsequently issued and payable solely from the Municipal Income Tax Receipts and the TIF Revenues on parity with the Note, including Additional Obligations in anticipation of which notes have been issued; *provided, however*, in no event shall general obligation notes or bonds of the City be treated as Additional Obligations.

“*Authorized Denominations*” means the denomination of \$0.01.

“City” means the City of Reynoldsburg, Ohio.

“City Auditor” means the City Auditor of the City.

“Clerk” means the Clerk of Council of the City.

“Closing Date” means the date of the execution and delivery of the Loan Agreement.

“Financing Costs” shall have the meaning given in Section 133.01 of the Ohio Revised Code.

“Interest Payment Dates” means the date or dates of each year that the Note is outstanding and on which interest is payable, all as set forth in the Loan Agreement.

“Loan Agreement” means the Economic Development Loan Agreement (Reynoldsburg Main Street Improvement Project) between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk and executed by the Mayor and the City Auditor, all in accordance with Section 5 herein.

“Loan proceedings” means, collectively, this Ordinance, the Loan Agreement and such other proceedings of the City, including the Note, that provide collectively for, among other things, the rights of the holder of the Note.

“Municipal Income Tax” means the municipal income tax levied and collected by the City pursuant to Chapter 190 of the City’s Codified Ordinances and in accordance with the Municipal Income Tax Ordinance at the rate of two and one-half percent (2.50%).

“Municipal Income Tax Bond Fund” means the Municipal Income Tax Bond Fund provided for by Section 7 of this Ordinance.

“Municipal Income Tax Ordinance” means Ordinance No. 59-17 passed by City Council on June 12, 2017, and which was approved by a majority of the electorate of the City at the primary election held on May 2, 2017.

“Municipal Income Tax Receipts” means the moneys received by the City from the Municipal Income Tax.

“Note” means the Note described in Section 2.

“Original Purchaser” means Director of the Franklin County, Ohio Department of Economic Development and Planning, acting with the approval and on behalf of the Board of County Commissioners of Franklin County, Ohio.

“Principal Payment Dates” means the date or dates of each year that the Note is outstanding and on which principal is payable; *provided* that in no case shall the final Principal

Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all as set forth in the Loan Agreement.

“*Project*” means certain capital improvements to the municipal roadway system along or near Main Street, including but not limited to, constructing a 4-way traffic signal adjacent to the new Kroger located at 6400 East Main Street, together with all necessary appurtenances related thereto.

“*Schedule of Disbursements*” means the schedule to be attached to the Loan Agreement and on which will be recorded from time to time the disbursements made by the Original Purchaser to the City pursuant to the Loan Agreement which disbursements in the aggregate shall not exceed the maximum principal amount authorized pursuant to Section 2.

“*State*” means the State of Ohio.

“*TIF Bond Fund*” means the Main Street Tax Increment Financing Bond Fund created pursuant to Section 8 of this Ordinance.

“*TIF Ordinance*” means Ordinance No. 102-18 passed by this City Council on October 22, 2018.

“*TIF Revenues*” means the Service Payments received by the City pursuant to and in accordance with the TIF Ordinance.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Council determines that it is necessary and in the best interest of the City to issue a note of this City in a maximum principal amount of \$750,000 (the “*Note*”) for the purpose of paying the costs of the Project. The Note shall be issued pursuant to the Act, this Ordinance and the Loan Agreement. The aggregate principal amount of the Note to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be recorded on the Schedule of Disbursements. The proceeds from the sale of the Note received, constructively or otherwise, by the City (or withheld by the Original Purchaser on behalf of the City) are appropriated and shall be used for the purpose for which the Note is being issued.

Section 3. Denominations; Dating; Principal and Interest Payment; and Prepayment Redemption Provisions. The Note shall be issued in one lot and only as a fully registered note, in Authorized Denominations. The Note shall be dated as of the date of the execution and delivery of the Loan Agreement.

(a) Interest Rates and Payment Dates. The aggregate principal amount of the Note outstanding, which shall be equal to the aggregate installments of the purchase price paid by the

Original Purchaser for the benefit of the City, from time to time, pursuant to Section 5, shall bear interest at the rate of (i) zero (0%) per year from the Closing Date until, and including, the calendar day next preceding the Accrual Date; and (ii) the percent per year as set forth in the Loan Agreement (not to exceed two and five one-hundredths percent (2.05%) per year) from the first anniversary of the Closing Date until the Note is paid in full. Interest on the Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The Note shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the Accrual Date.

(b) Principal Payment Schedule. The Note shall mature on the Principal Payment Dates and in principal amounts as shall be determined pursuant to the Loan Agreement.

(c) Payment of Debt Charges. The debt charges on the Note shall be payable in lawful money of the United States of America. Installments of principal and interest on the Note shall be payable by check or draft mailed to the Original Purchaser; *provided* that the final payment of all unpaid principal and interest shall be payable when due upon presentation and surrender of the Note at the office of the City Auditor.

(d) Redemption Provisions. The City may prepay all or any portion of the principal sum of the Note at any time; *provided that*, if prepayment is made (i) prior to or on the calendar day next preceding the second anniversary of the Closing Date, a two percent (2.00%) prepayment redemption fee shall be assessed on the amount of principal to be prepaid and (ii) on or after the second anniversary of the Closing Date, no prepayment redemption fee shall be assessed. All such prepayments shall be applied to the payment of the principal installments due on the Note in the inverse order of its maturity, and shall be accompanied by the payment of accrued interest on the amount of the prepayment to the date thereof.

The City shall give notice of any such prepayment to the Original Purchaser of the Note and such notice shall identify (i) the prepayment redemption price to be paid and (ii) the date fixed for such prepayment. Failure to receive such notice or any defect in that notice regarding the prepayment of the Note, however, shall not affect the validity of the proceedings for the prepayment of the Note.

If moneys for the prepayment of such portion of the Note to be redeemed, together with accrued interest thereon to the prepayment date, are held by the City or an escrow trustee prior to the prepayment date, so as to be available therefor on that prepayment date and, if notice of prepayment has been provided to the Original Purchaser as aforesaid, then from and after such date of deposit with the City or an escrow trustee, such portion of the Note called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the prepayment date, or that notice shall not have been provided to the Original Purchaser as aforesaid, such portion of the Note shall continue to bear interest, until it is paid, at the same rate as it would have borne had it not been called for prepayment. All moneys held by the City or an escrow trustee for the prepayment of a portion of the Note shall be held in trust for the account of the Original Purchaser and shall be paid to it upon presentation and surrender of the Note; *provided* that any interest earned on the moneys so held by the City or

the escrow trustee shall be for the account of and paid to the City to the extent not required for the payment of the portion of the Note called for prepayment.

Section 4. Execution and Authentication of Note. The Note shall be signed by the Mayor and the City Auditor, in the name of the City and in their official capacities. The Note shall be issued in the Authorized Denominations and shall express upon its face the purpose, in summary terms, for which it is issued and that it is issued pursuant to the Act, this Ordinance, and the Loan Agreement.

Section 5. Sale of the Note to the Original Purchaser. The Note is hereby awarded and sold to the Original Purchaser at a purchase price of par plus accrued interest thereon, if any, upon the terms provided for herein and in the Loan Agreement. The Original Purchaser shall pay the purchase price of the Note in one or more installments, such installment(s) being noted by the Original Purchaser on the Schedule of Disbursements.

The Mayor and the City Auditor shall sign and deliver, in the name and on behalf of the City, the Loan Agreement between the City and the Original Purchaser, in substantially the form as is now on file with the Clerk, providing for the sale to, and the purchase by, the Original Purchaser of the Note. The Loan Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the City Auditor on behalf of the City, all of which shall be conclusively evidenced by the signing of the Loan Agreement or amendments thereto.

The Mayor, the City Auditor, the City Attorney, Development Director, the Clerk and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments related to the Loan proceedings and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. Any actions of the Mayor, the City Auditor, the City Attorney, Development Director, the Clerk or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Note are hereby ratified and confirmed.

Section 6. Note is a Special Obligation; Provisions for the Continued Levy and Collection of Municipal Income Tax Receipts and Imposition and Collection of TIF Revenues. The Note is a special obligation of the City, and the principal of and interest (and any premium) on the Note and any Additional Obligations are payable solely from the Municipal Income Tax Receipts and the TIF Revenues, and such payment is secured by a pledge of the Municipal Income Tax Receipts and the TIF Revenues as provided by the Act and this Ordinance.

The City has heretofore levied and covenants that it shall continue to collect the Municipal Income Tax Receipts for so long as the Note and any Additional Obligations are outstanding. The City hereby covenants and agrees that, so long as the Note and any Additional Obligations are outstanding, it shall not suffer the repeal, amendment or any other change in this Ordinance, or the Municipal Income Tax Ordinance, that in any way materially and adversely affects or impairs (a) the sufficiency of the Municipal Income Tax Receipts imposed and collected or otherwise available for the payment of the Note and any Additional Obligations or



(b) the pledge or the application of the Municipal Income Tax Receipts to the payment of the Note and any Additional Obligations.

The City has heretofore imposed and covenants that it shall continue to collect the TIF Revenues for so long as the Note and any Additional Obligations are outstanding. The City hereby covenants and agrees that, so long as the Note and any Additional Obligations are outstanding, it shall not suffer the repeal, amendment or any other change in this Ordinance, or the TIF Ordinance, that in any way materially and adversely affects or impairs (a) the sufficiency of the TIF Revenues imposed and collected or otherwise available for the payment of the Note and any Additional Obligations or (b) the pledge or the application of the TIF Revenues to the payment of the Note and any Additional Obligations.

The Note does not constitute a general obligation debt or a pledge of the full faith or credit or property taxing power of the City. Nothing herein shall be construed as requiring the City to use or apply to the payment of principal of and interest (and any premium) on the Note any funds or revenues from any source other than Municipal Income Tax Receipts and the TIF Revenues. Nothing herein, however, shall be deemed to prohibit the City, of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this Ordinance or of the Note.

If the City shall pay or cause to be paid and discharged the Note, the covenants, agreements and other obligations of the City hereunder and in the Note shall be discharged and satisfied. The City shall be considered to have caused the Note to be paid and discharged if the City has placed in escrow, and pledged for the payment of debt charges on the Note, money or direct or guaranteed obligations of the United States, or a combination of those obligations, determined by an independent firm experienced in making such determinations to be sufficient, with the interest or other investment income accruing on those direct or guaranteed obligations, for the payment of debt charges on the Note. For purposes of this Section, “*direct obligations of or obligations guaranteed as to payment by the United States*” includes rights to receive payment or portions of payments of the principal of or interest or other investment income on those obligations, and other obligations fully secured as to payment by those obligations and the interest or other investment income on those obligations.

All of the agreements, covenants and duties under this Ordinance are hereby established as duties specifically enjoined by law or resulting from an office, trust or station upon this City within the meaning of Section 2731.01 of the Revised Code.

Section 7. Creation of Municipal Income Tax Bond Fund and Application of Municipal Income Tax Receipts. The Municipal Income Tax Bond Fund is hereby created as of the date of initial delivery of the Note as a bond retirement fund or an account of a bond retirement fund established pursuant to Ohio Revised Code Sections 133.01(D) and 5705.09 for payment of debt service and financing costs related to the Note and any Additional Obligations, and shall be maintained by the City Auditor in the custody of the City. The City Auditor is hereby authorized to maintain, or permit the maintenance of, such separate accounts in that Fund, and such separate subaccounts in any account, as is determined to be in the best interest of the City. Any moneys

on deposit in the Municipal Income Tax Bond Fund shall be invested to the extent permitted by law.

To the extent other moneys have not been appropriated and made available for the purpose, the City hereby covenants, subject and pursuant to the Constitution and laws of the State, to appropriate and pay from the Municipal Income Tax Receipts into the Municipal Income Tax Bond Fund on or before the Interest Payment Date or Principal Payment Date an amount which, after giving effect to any amounts then on deposit in the Municipal Income Tax Bond Fund, including any interest earnings retained in that Fund, would result in an amount sufficient to pay the interest and principal due and payable on the outstanding Note and any Additional Obligations on that next respective Interest Payment Date and Principal Payment Date. For that purpose, in each year while the Note and any Additional Obligations are outstanding, to the extent other moneys have not been appropriated and made available for the purpose, this Council will appropriate Municipal Income Tax Receipts required to pay the principal of and interest (and any premium) on the Note and any Additional Obligations in that year. Further, this Council will give effect to such appropriations in all ordinances it passes or resolutions it adopts thereafter in that year appropriating money for expenditure and encumbrance and limit the other appropriations of Municipal Income Tax Receipts in that year to the amount available after deducting the amount required to pay the principal of and interest (and any premium) on the Note and any Additional Obligations in that year to the extent other moneys have not been appropriated and made available for those principal, interest and premium payments.

Any portion of the Municipal Income Tax Receipts not otherwise required to be deposited into the Municipal Income Tax Bond Fund in accordance with this Section shall be used to meet other obligations of the City as may be lawfully discharged from the Municipal Income Tax Receipts.

Section 8. Creation of Main Street Tax Increment Financing Bond Fund and Application of TIF Revenues. The Main Street Tax Increment Financing Bond Fund is hereby created as of the date of initial delivery of the Note as a bond retirement fund or an account of a bond retirement fund established pursuant to Ohio Revised Code Sections 133.01(D) and 5705.09 for payment of debt service and financing costs related to the Note and any Additional Obligations, and shall be maintained by the City Auditor in the custody of the City. The City Auditor is hereby authorized to maintain, or permit the maintenance of, such separate accounts in that Fund, and such separate subaccounts in any account, as is determined to be in the best interest of the City. Any moneys on deposit in the TIF Bond Fund shall be invested to the extent permitted by law.

To the extent other moneys have not been appropriated and made available for the purpose, the City hereby covenants, subject and pursuant to the Constitution and laws of the State, to appropriate and pay from the TIF Revenues into the TIF Bond Fund on or before the Interest Payment Date or Principal Payment Date an amount which, after giving effect to any amounts then on deposit in the TIF Bond Fund, including any interest earnings retained in that Fund, would result in an amount sufficient to pay the interest and principal due and payable on the outstanding Note and any Additional Obligations on that next respective Interest Payment



Date and Principal Payment Date. For that purpose, in each year while the Note and any Additional Obligations are outstanding, to the extent other moneys have not been appropriated and made available for the purpose, this Council will appropriate TIF Revenues required to pay the principal of and interest (and any premium) on the Note and any Additional Obligations in that year. Further, this Council will give effect to such appropriations in all ordinances it passes or resolutions it adopts thereafter in that year appropriating money for expenditure and encumbrance and limit the other appropriations of TIF Revenues in that year to the amount available after deducting the amount required to pay the principal of and interest (and any premium) on the Note and any Additional Obligations in that year to the extent other moneys have not been appropriated and made available for those principal, interest and premium payments.

Any portion of the TIF Revenues not otherwise required to be deposited into the TIF Bond Fund in accordance with this Section shall be used to meet other obligations of the City as may be lawfully discharged from the TIF Revenues.

Section 9. Additional Obligations. The City shall have the right from time to time to issue Additional Obligations on a parity with the Note, which Additional Obligations shall, unless paid from other sources, be payable solely from the Municipal Income Tax Receipts and the TIF Revenues, and such payment shall be secured by a pledge of the Municipal Income Tax Receipts and the TIF Revenues as provided by the Act and by an ordinance passed by this Council authorizing the issuance of those Additional Obligations.

Before any Additional Obligations are issued, the City shall be required to furnish a certificate of the City Auditor showing that the aggregate amount of Municipal Income Tax Receipts and TIF Revenues received during the two fiscal years immediately preceding the issuance of those Additional Obligations was at least equal to three hundred percent (300%) of the largest amount required to be paid in any succeeding calendar year to meet interest and principal maturities of the Note and any Additional Obligations to be outstanding immediately after the issuance of such Additional Obligations (the "Coverage Test"). For bond anticipation notes, the principal and interest on the Additional Obligations anticipated by such notes shall be used in calculating compliance with this provision.

The moneys in the Municipal Income Tax Bond Fund and the TIF Bond Fund shall be applied to all Additional Obligations in the manner provided for in Section 9 hereof as if the Additional Obligations were the Note. The proceeds of any sale of Additional Obligations shall be allocated in the manner provided in the ordinance authorizing their issuance.

Junior lien or other subordinate obligations payable from the Municipal Income Tax Receipts and the TIF Revenues may be issued without limitation.

Any Additional Obligations shall bear such designation as may be necessary to distinguish them from the Note or other Additional Obligations having different provisions and shall have maturities, interest rates, Interest Payment Dates, redemption provisions, denominations and other provisions as provided in the ordinances hereafter adopted providing

for the issuance of the Additional Obligations; *provided, however*, that those terms and provisions shall not be inconsistent with this Ordinance or the then outstanding Note.

Section 10. Infrastructure Agreement. The form of Infrastructure Agreement (the “*Infrastructure Agreement*”) presently on file with the Clerk of Council, providing for, among other things, the construction of the Project, is hereby approved and authorized with changes therein and amendments thereto not inconsistent with this Ordinance and not substantially adverse to this City and which shall be approved by the Mayor. The Mayor, for and in the name of this City, is hereby authorized to execute the Infrastructure Agreement in substantially the form on file with the Clerk of Council along with any amendments thereto, provided that the approval of such changes and amendments thereto by the Mayor, and the character of those changes and amendments as not being substantially adverse to this City, shall be evidenced conclusively by the Mayor’s execution thereof. This Council further authorizes the Mayor, for and in the name of the City, to execute any amendments to the Infrastructure Agreement, which amendments are not inconsistent with this Ordinance and not substantially adverse to this City.

Section 11. Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Note, to the extent not paid by the Original Purchaser in accordance with the Loan Agreement, is authorized and approved, and the City Auditor is authorized to provide for the payment of any such amounts and costs from the proceeds of the Note to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 12. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Note. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The City Auditor is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Note, if available, and otherwise from available moneys in the General Fund.

Section 13. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Note in order to make it a legal, valid and binding special obligation of the City have been performed and have been met, or will at the time of delivery of the Note have been performed and have been met, in regular and due form as required by law; that the Municipal Income Tax Receipts and the TIF Revenues are pledged for the timely payment of the debt charges on the Note; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Note; and that the Note is being authorized and

issued pursuant to the Act, this Ordinance, the Loan Agreement, and other authorizing provisions of law.

Section 14. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code and the Charter of the City.

Section 15. Effective Date. This Ordinance shall be in full force and effect on the earliest date permitted by law.

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Passed: \_\_\_\_\_, 2018

Attest:

\_\_\_\_\_  
Clerk of Council  
April Beggerow

\_\_\_\_\_  
President of Council  
Doug Joseph

Approved:

\_\_\_\_\_  
Mayor  
Brad McCloud

Date: \_\_\_\_\_, 2018

I, April Beggerow, Clerk of Council, City of Reynoldsburg, Ohio, do hereby certify the foregoing to be a true and correct copy of Ordinance No. \_\_\_\_-18 as passed by Council of said City on the \_\_\_\_ day of \_\_\_\_\_, 2018 and as recorded in the Record of Proceedings of said Council.

\_\_\_\_\_  
April Beggerow, Clerk of Council

Filed with Mayor: \_\_\_\_\_, 2018

Published: \_\_\_\_\_, 2018

**PROMISSORY NOTE**

NOT TO EXCEED THE  
PRINCIPAL AMOUNT OF  
\$750,000.00

\_\_\_\_\_, 2018

For value received, the City of Reynoldsburg, Ohio, a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio and its Charter (hereinafter referred to as the "Borrower"), promises to pay to the order of the Director of the Franklin County, Ohio Department of Economic Development and Planning (the "Director"), who is acting with the approval and on behalf of the Board of County Commissioners of Franklin County, Ohio (hereinafter referred to as the "County" and together with the Director as the "Lender"), but solely from the sources and in the manner referred to herein, an aggregate principal amount not to exceed the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00), such amount being the actual principal amount disbursed by the Lender to the Borrower (the "Loan Amount") in accordance with and pursuant to the terms of that certain Economic Development Loan Agreement (Reynoldsburg Main Street Improvement Project), by and between the Lender and the Borrower, dated as of **December 11th, 2018** (the "Loan Agreement"), or such lesser amount of principal from time to time hereafter outstanding. All defined terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

Pursuant to the terms and conditions of the Loan Agreement, interest shall accrue on the outstanding principal balance of the Loan Amount from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the Accrual Date, at the rate of **two and five one-hundredths percent (2.05%)** per annum (computed on the basis of a 360-day year consisting of twelve 30-day months) until fully paid. The Borrower shall make principal and interest payments on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1 (each respectively a "Payment Date") commencing on **December 1, 2019** and in accordance with Exhibit A-1 which may be amended in accordance with and is attached to the Loan Agreement and incorporated herein in its entirety by this reference. Installments of principal and interest shall be applied first to interest as provided herein and the balance to principal due hereunder.

This Note is issued for the purpose of providing for the financing of constructing and installing the Project, under authority of and pursuant to the Authorizing Law and the Authorizing Ordinance.

This Note does not of itself constitute a commitment by the Lender to make any disbursement of the Loan to the Borrower. The terms and conditions for any such disbursement are fully set forth in the Loan Agreement. The disbursements made by the Lender to the Borrower shall not exceed the face amount of this Note and the total amount of such disbursement is limited by and subject to the conditions for making any disbursement of the Loan as set forth in the Loan Agreement.

The Borrower may prepay all or any portion of the outstanding Loan Amount at any time; provided that, if such prepayment is made on or prior to **December 1, 2021**, a two percent (2.00%) prepayment redemption fee shall be assessed on the outstanding principal amount. After such date, the outstanding Loan Amount may be prepaid at par without any such prepayment redemption fee. All such prepayments shall be applied to the payment of the principal installments due hereon in the inverse order of their maturity, and shall be accompanied by the payment of accrued interest on the amount of the prepayment to the date

thereof.

THIS NOTE IS A SPECIAL OBLIGATION OF THE BORROWER, AND THE PRINCIPAL OF AND INTEREST (AND ANY PREMIUM) ON THIS NOTE AND ANY ADDITIONAL OBLIGATIONS ARE PAYABLE SOLELY FROM THE MUNICIPAL INCOME TAX RECEIPTS AND THE TIF REVENUES, AND SUCH PAYMENT IS SECURED BY A PLEDGE OF THE MUNICIPAL INCOME TAX RECEIPTS AND THE TIF REVENUES AS PROVIDED BY OHIO LAW AND THE AUTHORIZING ORDINANCE.

THIS NOTE DOES NOT CONSTITUTE A GENERAL OBLIGATION DEBT NOR A PLEDGE OF THE FULL FAITH OR CREDIT OR PROPERTY TAXING POWER OF THE BORROWER. NOTHING HEREIN, NOR IN THE LOAN AGREEMENT, SHALL BE CONSTRUED AS REQUIRING THE BORROWER TO USE OR APPLY TO THE PAYMENT OF PRINCIPAL OF AND INTEREST (AND ANY PREMIUM) ON THIS NOTE ANY FUNDS OR REVENUES FROM ANY SOURCE OTHER THAN THE MUNICIPAL INCOME TAX RECEIPTS AND THE TIF REVENUES. NOTHING HEREIN, NOR IN THE LOAN AGREEMENT, HOWEVER, SHALL BE DEEMED TO PROHIBIT THE BORROWER, OF ITS OWN VOLITION, FROM USING, TO THE EXTENT THAT IT IS AUTHORIZED BY LAW TO DO SO, ANY OTHER RESOURCES FOR THE FULFILLMENT OF ANY OF THE TERMS, CONDITIONS OR OBLIGATIONS OF THIS NOTE OR THE LOAN AGREEMENT.

The Borrower shall have the right to issue any Additional Obligations, secured by the Municipal Income Tax Receipts and the TIF Revenues, on a parity basis, in accordance with the terms of the Authorizing Ordinance and the Loan Agreement.

The covenants, conditions, and agreements contained in the Loan Agreement are hereby made a part of this Note.

If an Event of Default, as defined in the Loan Agreement shall have occurred and be continuing, then, then the Lender may take such actions as are permitted pursuant to the Loan Agreement.

If any provision hereof is in conflict with any statute or rule of law of the State of Ohio or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed separable from and shall not invalidate any other provision of this Note.

It is certified and recited that there have been performed and have been met in regular and due form, as required by law, all acts and conditions necessary to be performed by the Borrower or to have been met (i) precedent to and in the issuing of this Note in order to make it legal, a valid and binding special obligation of the Borrower, and (ii) precedent to and in the execution and delivery by the Borrower of the Loan Agreement; and that no constitutional or statutory limitation have been exceeded in issuing this Note.

This Note is executed in Franklin County, Ohio, and shall be construed in accordance with the laws of the State of Ohio.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE ABOVE, the City Council has caused this Note to be signed in the name of the City and in their official capacities by the original signatures of the Mayor and the City Auditor, all as of the date stated above.

CITY OF REYNOLDSBURG, OHIO,

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Auditor

Attachment: FCIB Note - 11-5-2018 (Franklin County Economic Development Loan Contract)

# **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<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>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 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, 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.



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.

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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, PE  
Senior Project Manager

**Acceptance and Authorization to Proceed:**

\_\_\_\_\_  
Authorized Signature/Date

\_\_\_\_\_  
PO Number/Date

\_\_\_\_\_  
Print Name



# 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.

|                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>I. SYSTEM INFORMATION</b>                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Date prepared: 5/8/18</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 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                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>II. PROJECT INFORMATION</b>                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Project Address</b> – 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>A. What does the project entail?</b><br>(Check boxes as applicable)                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Project Description</b><br>Describe the work planned for each component type checked.<br>Attach additional pages as needed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Type of Work:</b>                                                                                                                                                                                                                                     | <b>Component Type:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Repair<br><input type="checkbox"/> Upgrade<br><input type="checkbox"/> Rehabilitate<br><input checked="" type="checkbox"/> Other (specify):<br>Planning | <b>Source</b><br><input type="checkbox"/> Well(s) <input type="checkbox"/> Intake Structure<br><br><b>Treatment</b><br><input type="checkbox"/> Water Plant<br><input type="checkbox"/> Treatment Process(es) (specify):<br><br><b>Distribution</b><br><input type="checkbox"/> Waterline <input type="checkbox"/> Metering<br><input type="checkbox"/> Water Storage <input type="checkbox"/> Pump station<br><br><b>Other (specify):</b><br>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: <ol style="list-style-type: none"> <li>1. Description of water system including major components and connections. Outline the City's existing GIS and record plan database for system characterization.</li> <li>2. Establish an ownership and accountability section of the report.</li> <li>3. Outline the City's technical capabilities relative to operating and maintaining the system.</li> <li>4. Prepare CIP, accounting, and budgetary planning information into a financial information section of the report.</li> <li>5. Prepare report and attachments and submit to Ohio EPA for review.</li> </ol> |

**II. PROJECT INFORMATION - Continued**

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Attachment: WRS LA NOMINATION FORM 2018 (Resolution for Loan Agreement)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                             |                                            |                                                |                                                  |                                             |                                                 |                                               |                                             |                                          |                                                       |                                                 |                                              |                                    |                                                      |                                              |                                              |                                                     |                                                           |                                                     |                                                                                |
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| <b>B. What problem(s) does the project address?</b><br>(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. <b>Attach a general plan or project planning documentation for all design and/or construction projects;</b> describe the checked boxes in detail.<br><br>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. |                                                 |                                             |                                            |                                                |                                                  |                                             |                                                 |                                               |                                             |                                          |                                                       |                                                 |                                              |                                    |                                                      |                                              |                                              |                                                     |                                                           |                                                     |                                                                                |
| <table border="0"> <tr> <td><input type="checkbox"/> Public health issue(s)</td> <td><input type="checkbox"/> Inadequate storage</td> </tr> <tr> <td><input type="checkbox"/> MCL violations(s)</td> <td><input type="checkbox"/> Insufficient pressure</td> </tr> <tr> <td><input type="checkbox"/> Bacterial contamination</td> <td><input type="checkbox"/> Waterline breakage</td> </tr> <tr> <td><input type="checkbox"/> Chemical contamination</td> <td><input type="checkbox"/> Waterline undersized</td> </tr> <tr> <td><input type="checkbox"/> Well contamination</td> <td><input type="checkbox"/> Regionalization</td> </tr> <tr> <td><input type="checkbox"/> Insufficient source quantity</td> <td><input type="checkbox"/> Tie-in of other PWS(s)</td> </tr> <tr> <td><input type="checkbox"/> Deteriorated intake</td> <td><input type="checkbox"/> No meters</td> </tr> <tr> <td><input type="checkbox"/> Insufficient plant capacity</td> <td><input type="checkbox"/> Deteriorated meters</td> </tr> <tr> <td><input type="checkbox"/> Plant deterioration</td> <td><input type="checkbox"/> Unaccounted for water loss</td> </tr> <tr> <td><input type="checkbox"/> Disinfection residual violations</td> <td><input type="checkbox"/> Distribution deterioration</td> </tr> <tr> <td colspan="2"><input checked="" type="checkbox"/> Other (specify): Asset Management Planning</td> </tr> </table> |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Public health issue(s) | <input type="checkbox"/> Inadequate storage | <input type="checkbox"/> MCL violations(s) | <input type="checkbox"/> Insufficient pressure | <input type="checkbox"/> Bacterial contamination | <input type="checkbox"/> Waterline breakage | <input type="checkbox"/> Chemical contamination | <input type="checkbox"/> Waterline undersized | <input type="checkbox"/> Well contamination | <input type="checkbox"/> Regionalization | <input type="checkbox"/> Insufficient source quantity | <input type="checkbox"/> Tie-in of other PWS(s) | <input type="checkbox"/> Deteriorated intake | <input type="checkbox"/> No meters | <input type="checkbox"/> Insufficient plant capacity | <input type="checkbox"/> Deteriorated meters | <input type="checkbox"/> Plant deterioration | <input type="checkbox"/> Unaccounted for water loss | <input type="checkbox"/> Disinfection residual violations | <input type="checkbox"/> Distribution deterioration | <input checked="" type="checkbox"/> Other (specify): Asset Management Planning |
| <input type="checkbox"/> Public health issue(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Inadequate storage         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                             |                                            |                                                |                                                  |                                             |                                                 |                                               |                                             |                                          |                                                       |                                                 |                                              |                                    |                                                      |                                              |                                              |                                                     |                                                           |                                                     |                                                                                |
| <input type="checkbox"/> MCL violations(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> Insufficient pressure      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                             |                                            |                                                |                                                  |                                             |                                                 |                                               |                                             |                                          |                                                       |                                                 |                                              |                                    |                                                      |                                              |                                              |                                                     |                                                           |                                                     |                                                                                |
| <input type="checkbox"/> Bacterial contamination                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Waterline breakage         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                             |                                            |                                                |                                                  |                                             |                                                 |                                               |                                             |                                          |                                                       |                                                 |                                              |                                    |                                                      |                                              |                                              |                                                     |                                                           |                                                     |                                                                                |
| <input type="checkbox"/> Chemical contamination                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Waterline undersized       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                             |                                            |                                                |                                                  |                                             |                                                 |                                               |                                             |                                          |                                                       |                                                 |                                              |                                    |                                                      |                                              |                                              |                                                     |                                                           |                                                     |                                                                                |
| <input type="checkbox"/> Well contamination                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> Regionalization            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                             |                                            |                                                |                                                  |                                             |                                                 |                                               |                                             |                                          |                                                       |                                                 |                                              |                                    |                                                      |                                              |                                              |                                                     |                                                           |                                                     |                                                                                |
| <input type="checkbox"/> Insufficient source quantity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> Tie-in of other PWS(s)     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                             |                                            |                                                |                                                  |                                             |                                                 |                                               |                                             |                                          |                                                       |                                                 |                                              |                                    |                                                      |                                              |                                              |                                                     |                                                           |                                                     |                                                                                |
| <input type="checkbox"/> Deteriorated intake                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> No meters                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                             |                                            |                                                |                                                  |                                             |                                                 |                                               |                                             |                                          |                                                       |                                                 |                                              |                                    |                                                      |                                              |                                              |                                                     |                                                           |                                                     |                                                                                |
| <input type="checkbox"/> Insufficient plant capacity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> Deteriorated meters        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                             |                                            |                                                |                                                  |                                             |                                                 |                                               |                                             |                                          |                                                       |                                                 |                                              |                                    |                                                      |                                              |                                              |                                                     |                                                           |                                                     |                                                                                |
| <input type="checkbox"/> Plant deterioration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Unaccounted for water loss |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                             |                                            |                                                |                                                  |                                             |                                                 |                                               |                                             |                                          |                                                       |                                                 |                                              |                                    |                                                      |                                              |                                              |                                                     |                                                           |                                                     |                                                                                |
| <input type="checkbox"/> Disinfection residual violations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> Distribution deterioration |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                             |                                            |                                                |                                                  |                                             |                                                 |                                               |                                             |                                          |                                                       |                                                 |                                              |                                    |                                                      |                                              |                                              |                                                     |                                                           |                                                     |                                                                                |
| <input checked="" type="checkbox"/> Other (specify): Asset Management Planning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |                                             |                                            |                                                |                                                  |                                             |                                                 |                                               |                                             |                                          |                                                       |                                                 |                                              |                                    |                                                      |                                              |                                              |                                                     |                                                           |                                                     |                                                                                |

PWS Name: City of Reynoldsburg

Project: Water System Asset Management Plan

|                                                                                                                                          |                                                                |                                                |                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------|--------------------------------------------------------------------------------|
| <b>III. CONTACT INFORMATION</b><br>Attach additional pages if needed. Please designate the best contact for questions about the project. |                                                                |                                                |                                                                                |
| Public Water System Owner                                                                                                                | Name: Paul Hellman                                             |                                                | Best contact? <input checked="" type="checkbox"/> Y <input type="checkbox"/> 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? <input type="checkbox"/> Y <input type="checkbox"/> N            |
|                                                                                                                                          | Title:                                                         | Employer:                                      |                                                                                |
|                                                                                                                                          | Telephone:                                                     | E-mail Address:                                |                                                                                |
|                                                                                                                                          | Mailing address:                                               |                                                | Zip code +4:                                                                   |
| Operator                                                                                                                                 | Name: Paul Hellman                                             |                                                | Best contact? <input checked="" type="checkbox"/> Y <input type="checkbox"/> 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? <input type="checkbox"/> Y <input type="checkbox"/> N            |
|                                                                                                                                          | Title:                                                         | Employer:                                      |                                                                                |
|                                                                                                                                          | Telephone:                                                     | E-mail Address:                                |                                                                                |
|                                                                                                                                          | Mailing address:                                               |                                                | Zip code +4:                                                                   |

Attachment: WRSLA NOMINATION FORM2018 (Resolution for Loan Agreement)



PWS Name: City of ReynoldsburgProject: 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 ☒ NIf 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 (1 <sup>st</sup> of month in which the Loan is awarded)<br><i>*This date must be no later than <b>June 2018</b></i>                                                                                                        |                 |

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<br>*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 ReynoldsburgProject: Water System Asset Management**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:

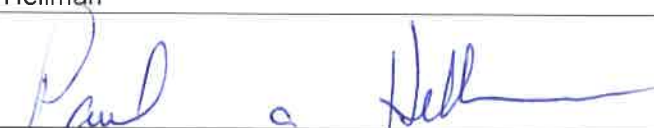
**VIII. REQUIRED ATTACHMENTS***This nomination form is not complete unless all required documentation has been attached. Please note that all required documentation must be submitted with each project nominated regardless of the submission of previous or concurrent nominations.*

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

**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: 

Date: 10-1-18

Email the completed form and one file of the required documents to: [epa.defamail@epa.ohio.gov](mailto: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](mailto:kevin.spurbeck@epa.ohio.gov).

Attachment: WSRLA NOMINATION FORM2018 (Resolution for Loan Agreement)

**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

OHIO ENVIRONMENTAL PROTECTION AGENCY

By \_\_\_\_\_  
Ohio EPA Counsel

By \_\_\_\_\_  
Craig W. Butler, Director

Print Name \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT AUTHORITY

By \_\_\_\_\_  
General Counsel

By \_\_\_\_\_  
Scott Campbell, Executive Director

Print Name \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

BORROWER

By \_\_\_\_\_  
Borrower's Counsel

By \_\_\_\_\_  
Authorized Representative

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attachment: WSRLA agreement 2018 (Resolution for Loan Agreement)

*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*

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.

Estimated Loan Award Date: \_\_\_\_\_

*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  
☐ Other: (Specify) \_\_\_\_\_

Construction projects are eligible to receive 50 percent of the auxiliary power cost up to \$10,000 in principal forgiveness.

#### \*\* 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 maximum 5-year term.

**First Payment Date:** \_\_\_\_\_

☐ **Design Loan**

Design loans have a maximum 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.**

**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<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>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.

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. Traffic Engineering
- 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. Bidding Services
- 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

**EXCLUSIONS:**

- 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.

**SCHEDULE**

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.



E. Main Street and Taylor Road Intersection  
improvement  
City of Reynoldsburg

Page 3 of 3

### **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**

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

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

Attachment: Proposal-E. Main and Taylor Intersection (East Main Street and Taylor Road Turn Lane)

## **Planning Commission**

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

## **ORDINANCE REQUEST**

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**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<br>Brad McCloud | Skipped<br>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,~~ Ithe 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.

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

# **City Auditor's Office**

**Stephen Cicak**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614/322-6858 Phone**

## **ORDINANCE REQUEST**

---

**DATE:**           **November 26, 2018**

**TO:**               **Finance and Administration Committee**

**RE:**               I am requesting that we add Robert W Baird Co as an additional broker.  
The TIB voted in favor of this idea 10-23-18

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Approval:

|                           |                       |                          |
|---------------------------|-----------------------|--------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Skipped<br>Stephen Cicak |
|---------------------------|-----------------------|--------------------------|

Emergency/Suspension:       Emergency

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

ORDINANCE AWARDING DEPOSITS OF PUBLIC FUNDS AND DECLARING AN  
EMERGENCY

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

SECTION 1. That in accordance with Section 7.06 (b) (2) of the Charter of the City of

Reynoldsburg, inactive, interim and active deposits of the City of Reynoldsburg, shall be and are hereby defined as defined in Chapter 135 of the Ohio Revised Code.

SECTION 2. That the interim deposits of the City of Reynoldsburg be awarded to Star Ohio, Star Ohio Plus 5/3 Securities, Inc.; Heartland Bank; WesBanco; UBS Financial Services; Raymond James; D.A. Davidson; Stifel Nicolaus; **ADDING Robert W Baird & Co.**

SECTION 3. That the Mayor is hereby authorized to execute Agreements for Deposit of Public Funds with 5/3 Securities, Inc.; Heartland Bank; WesBanco; UBS

Financial Services; Raymond James; D.A. Davidson; Stifel Nicolaus; **ADDING Robert W Baird & Co.**

SECTION 4. That this Ordinance is deemed to be an emergency measure necessary for the



**City Auditor's Office****Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone**

financial needs of the city and further to have agreements in place; wherefore upon adoption by Council this Ordinance shall be in effect immediately upon signature by the Mayor

**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.

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Approval:

|                           |                       |                            |
|---------------------------|-----------------------|----------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|-----------------------|----------------------------|

Emergency/Suspension: Emergency

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

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

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

## Solid Waste Authority of Central Ohio

**Community Recycling Cart Grant Agreement**

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

**WITNESSETH THAT:**

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

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

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

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

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

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

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

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

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

**Section I – Grant Funds:**

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

## Solid Waste Authority of Central Ohio

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

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

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

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

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

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

## Solid Waste Authority of Central Ohio

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

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

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

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

## Solid Waste Authority of Central Ohio

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

**Section V – Miscellaneous:**

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

## Solid Waste Authority of Central Ohio

in the Americans with Disabilities Act (ADA).

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

## Solid Waste Authority of Central Ohio

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



## Solid Waste Authority of Central Ohio

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

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

**GRANTEE:**  
**The City of Reynoldsburg**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*Print Name:*  
*Title:*

**SWACO:**  
**SOLID WASTE AUTHORITY OF CENTRAL OHIO**

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

Approved as to Form:

\_\_\_\_\_  
 Law Director, The City of Reynoldsburg

Approved as to Form:

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

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


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**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.

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Approval:

|                         |                     |               |
|-------------------------|---------------------|---------------|
| Skipped<br>Brad McCloud | Skipped<br>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 Provision of the Code of Ordinances of the City of Reynoldsburg be and are hereby amended to read as follows:

See Exhibit "A" attached hereto and incorporated herein.

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

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

\_\_\_\_\_  
Doug Joseph, President of Council

ATTEST: \_\_\_\_\_  
April L. Beggerow, Clerk of Council

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
Bradley L. McCloud, Mayor

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

## CERTIFICATE

I, April L. Beggerow, Clerk of Council, City of Reynoldsburg, Ohio do hereby certify the foregoing to be a true and correct copy of Ordinance No. \_\_\_\_ as passed by Council of said City on the \_\_\_\_<sup>th</sup> 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        |
| <b>Chief Building Official</b>        | <b>1</b> | <b>Classified</b> | <b>19</b> |
| <b>Asst. Chief Building Inspector</b> | <b>1</b> | <b>Classified</b> | <b>17</b> |
| <b>Building Inspector I</b>           | <b>3</b> | <b>Classified</b> | <b>14</b> |
| <b>Administrative Assistant</b>       | <b>1</b> | <b>Classified</b> | <b>11</b> |
| <b>Code Compliance Officer</b>        | <b>2</b> | <b>Classified</b> | <b>6</b>  |

## (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~~

|                                           |              |                       |               |
|-------------------------------------------|--------------|-----------------------|---------------|
| <del>Chief Building Official</del>        | <del>1</del> | <del>Classified</del> | <del>19</del> |
| <del>Asst. Chief Building Inspector</del> | <del>1</del> | <del>Classified</del> | <del>17</del> |
| <del>Building Inspector I</del>           | <del>3</del> | <del>Classified</del> | <del>14</del> |
| <del>Administrative Assistant</del>       | <del>1</del> | <del>Classified</del> | <del>11</del> |
| <del>Code Compliance Officer</del>        | <del>2</del> | <del>Classified</del> | <del>6</del>  |

### 1541.03 USE AND STORAGE.

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

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

The following local requirements shall be met and conformed to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## 1701.01 DEFINITIONS.

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

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

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

(2) By reason of being a fire hazard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## CHAPTER 1711 GENERAL PROVISIONS

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

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

#### Chapter 1

##### 101.1 Title.

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

##### 102.3 Application of other codes.

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

### SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION CODE OFFICIAL

#### 103.1 General.

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

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

#### 111.1 Application for appeal.

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

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

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**DATE:** October 5, 2018

**TO:** April Beggerow, Clerk of Council

**CC:** City Council

**RE:** Legislative request

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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.

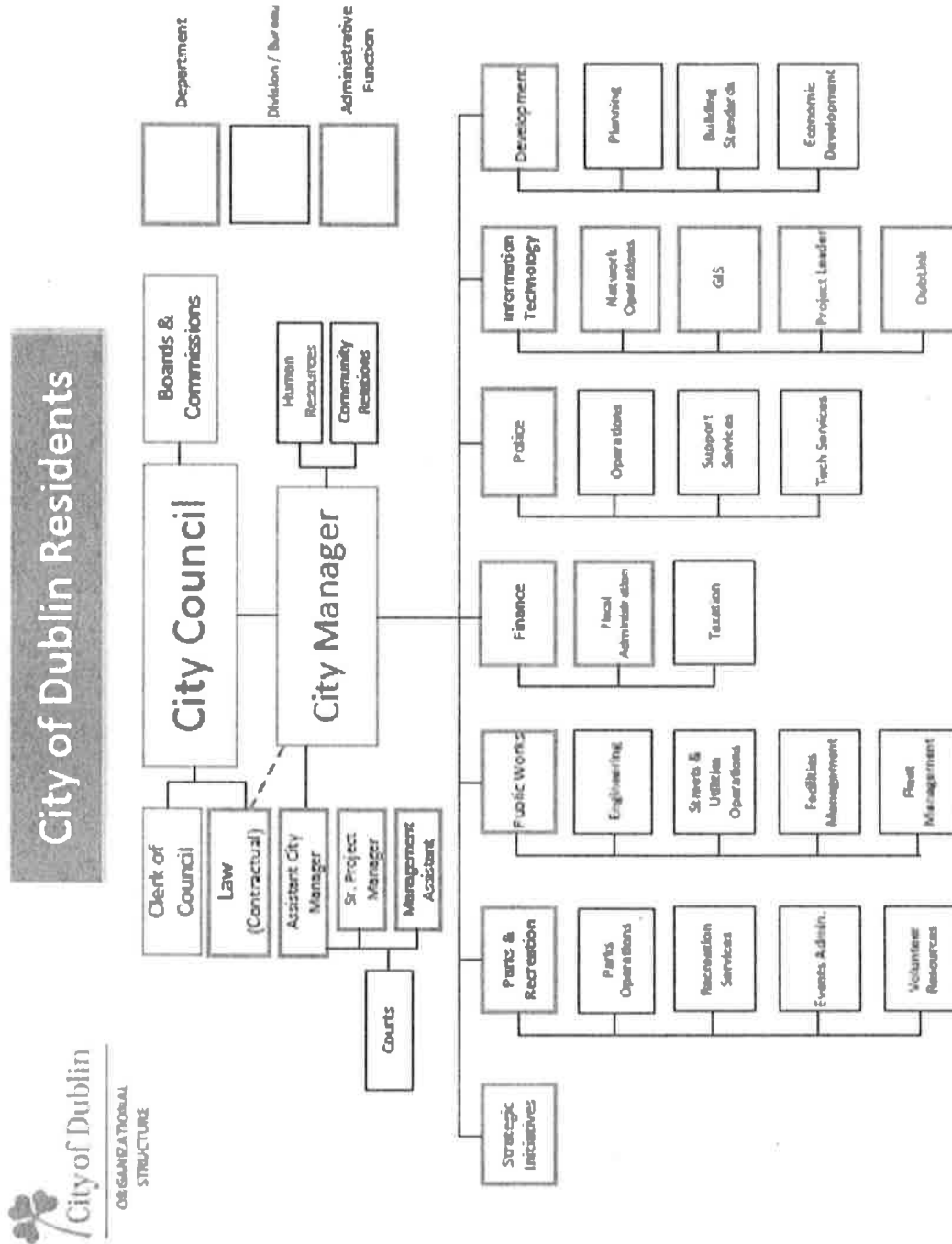
(Ord. 2013-32. Passed 8-19-13.)

#### **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.)





**Mayor's Office**  
**Brad McCloud**  
**7232 E. Main Street**  
**Reynoldsburg OHIO 43068**  
**Phone**

## **ORDINANCE REQUEST**

---

**DATE:**            **November 26, 2018**

**TO:**             **Finance and Administration Committee**

**RE:**             ORDINANCE TO MAKE A FINAL APPROPRIATION FOR CURRENT  
EXPENSES AND OTHER EXPENDITURES OF THE CITY OF  
REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR  
ENDING DECEMBER 31, 2019; AND DECLARING AN EMERGENCY.

---

Approval:

|                           |                       |               |
|---------------------------|-----------------------|---------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Stephen Cicak |
|---------------------------|-----------------------|---------------|

Emergency/Suspension:      Emergency

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

**Ordinance to make Final Appropriations for current and other expenditures of the City of Reynoldsburg, State of Ohio during fiscal year ending December 31, 2019.**

# City of Reynoldsburg

## 2019 Budget

Submitted by Brad McCloud

**ORDINANCE TO MAKE A FINAL APPROPRIATION FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF REYNOLDSBURG, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2019 AND DECLARING AN EMERGENCY**

WHEREAS, various appropriations are required effective January 1, 2019, to provide for the current expenses and other expenditures associated with the operations of the City for the fiscal year ending December 31, 2019.

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

**SECTION 1.** That the following appropriations are hereby made in the General Fund (110):

| Department          | #   | Personal          | Supplies       | Services         | Debt     | Other    | Capital          | 2019              |
|---------------------|-----|-------------------|----------------|------------------|----------|----------|------------------|-------------------|
|                     |     | Services          |                |                  |          |          | Purchases        | Budget            |
|                     |     | (5100)            | (5200)         | (5300)           | (5400)   | (5500)   | (5600)           | Request           |
| TRANSFERS           | 110 | 0                 | 0              | 0                |          |          | 0                | 0                 |
| POLICE              | 111 | 9,033,402         | 493,000        | 769,480          | 0        | 0        | 811,400          | 11,107,282        |
| MECHANIC            | 290 | 154,435           | 120,800        | 46,850           | 0        | 0        | 16,100           | 338,185           |
| PARKS & RECR.       | 340 | 815,270           | 263,325        | 560,375          | 0        | 0        | 84,033           | 1,723,003         |
| SENIOR CENTER       | 343 | 164,583           | 17,200         | 76,350           | 0        | 0        | 0                | 258,133           |
| COMMUNITY EVENTS    | 344 | 92,926            | 13,310         | 160,485          |          |          |                  | 266,721           |
| SERVICE             | 448 | 548,766           | 22,200         | 590,110          | 0        | 0        | 0                | 1,161,076         |
| BUILDING            | 479 | 370,318           | 10,000         | 83,300           | 0        | 0        | 0                | 463,618           |
| MAYOR               | 522 | 132,883           | 800            | 38,000           | 0        | 0        | 0                | 171,683           |
| CIVIL SERVICE       | 534 | 62,290            | 2,000          | 34,000           | 0        | 0        | 500              | 98,790            |
| CITY AUDITOR        | 545 | 344,053           | 5,500          | 77,600           | 0        | 0        | 0                | 427,153           |
| CITY ATTORNEY       | 554 | 516,327           | 3,400          | 89,204           | 0        | 0        | 0                | 608,931           |
| CITY COUNCIL        | 571 | 191,146           | 2,000          | 62,400           | 0        | 0        | 0                | 255,546           |
| DEVELOPMENT         | 580 | 276,869           | 3,750          | 346,250          | 0        | 0        | 15,000           | 641,869           |
| HUMAN RE.           | 582 | 105,499           | 15,000         | 28,100           | 0        | 0        | 500              | 149,099           |
| COMPUTER            | 584 | 0                 | 13,000         | 399,600          | 0        | 0        | 330,000          | 742,600           |
| CLERK OF COURTS     | 593 | 262,604           | 4,500          | 84,600           | 0        | 0        |                  | 351,704           |
| GENERAL ADMIN.      | 595 | 279,150           | 3,500          | 669,000          | 0        | 0        | 16,500           | 968,150           |
| PUBLIC HEALTH       | 810 |                   |                | 319,733          |          |          |                  | 319,733           |
| <b>GENERAL FUND</b> |     | <b>13,350,521</b> | <b>993,285</b> | <b>4,435,437</b> | <b>0</b> | <b>0</b> | <b>1,274,033</b> | <b>20,053,276</b> |

**SECTION 2.** That the following appropriations are hereby made in the following funds:

| Fund               | #   | Personal         | Supplies       | Services          | Debt             | Other            | Capital        | 2018              |
|--------------------|-----|------------------|----------------|-------------------|------------------|------------------|----------------|-------------------|
|                    |     | Services         |                |                   |                  |                  | Purchases      | Budget            |
|                    |     | (5100)           | (5200)         | (5300)            | (5400)           | (5500)           | (5600)         | Request           |
| INCOME TAX         | 220 | 70,959           | 600            | 30,700            |                  | 2,306,000        |                | 2,408,259         |
| COURT COMPUTER     | 211 |                  | 16,000         | 27,000            |                  | 15,000           |                | 58,000            |
| STREET             | 260 | 635,516          | 293,500        | 145,630           |                  |                  | 149,600        | 1,224,246         |
| STATE HIGHWAY      | 270 |                  | 70,000         | 24,000            |                  |                  |                | 94,000            |
| COPS IN SCHOOL     | 282 |                  |                |                   |                  |                  |                | 0                 |
| LAW ENFORCEMENT    | 290 |                  |                |                   |                  |                  |                | 0                 |
| DRUG ENFORCEMENT   | 291 |                  |                |                   |                  |                  |                | 0                 |
| SAFETY BELT PROG   | 292 |                  |                |                   |                  |                  |                | 0                 |
| DUI/EDUCATION      | 293 |                  |                |                   |                  |                  |                | 0                 |
| FEDERAL FORFEITURE | 294 |                  |                |                   |                  |                  |                | 0                 |
| LAW ENFORC/ASST    | 295 |                  |                |                   |                  |                  |                | 0                 |
| EDWARD BYRNE       | 297 |                  |                |                   |                  |                  |                | 0                 |
| WATER              | 710 | 403,014          | 164,000        | 5,469,360         | 367,758          |                  | 291,000        | 6,695,132         |
| WASTEWATER         | 720 | 384,518          | 102,000        | 5,372,845         | 39,945           |                  | 291,000        | 6,190,308         |
| STORM WATER        | 740 | 304,208          | 47,000         | 1,024,890         | 120,227          |                  | 65,600         | 1,561,925         |
| REFUSE COLL.       | 750 |                  | 2,000          | 2,815,000         |                  |                  |                | 2,817,000         |
| PERMISSIVE LIC.    | 230 |                  |                |                   |                  |                  |                | 0                 |
| POLICE PENSION     | 240 | 200,000          |                | 3,000             |                  |                  |                | 203,000           |
| SEWER CAPACITY     | 250 |                  |                | 500               | 64,178           |                  |                | 64,678            |
| GENERAL DEBT       | 310 |                  |                |                   | 3,123,823        |                  |                | 3,123,823         |
| S. A. DEBT         | 320 |                  |                |                   |                  |                  |                | 0                 |
| TAYLOR SQ. DEBT    | 330 |                  |                |                   | 567,860          |                  |                | 567,860           |
| EMPLOYEE FUND      | 690 |                  |                |                   |                  |                  |                | 0                 |
| Taylor Sq Tif      | 970 |                  |                | 50,000            |                  |                  |                | 50,000            |
| BRICE-MAIN DEBT    | 971 |                  |                | 4,500             | 81,800           |                  |                | 86,300            |
| KROGER TIF DEBT    | 972 |                  |                |                   |                  |                  |                | 0                 |
| SUMMIT RD TIF #1   | 973 |                  |                | 2,000             |                  |                  |                | 2,000             |
| TAYLOR RD TIF #1   | 974 |                  |                | 500               |                  |                  |                | 500               |
| TAYLOR RD TIF #2   | 975 |                  |                | 100               |                  |                  |                | 100               |
| <b>TOTALS</b>      |     | <b>1,998,215</b> | <b>695,100</b> | <b>14,970,025</b> | <b>4,365,591</b> | <b>2,321,000</b> | <b>797,200</b> | <b>25,147,131</b> |

**SECTION 3.** That the Income Tax Revenues shall be appropriated and disbursed pursuant to Ordinance No. 68-17 adopted by Reynoldsburg City Council on July 10, 2017.

11.c.a

**SECTION 4.** That the unencumbered balances as of December 31, 2018 shall be and are hereby appropriated in the Fiduciary Funds, and the Capital Improvement Project Funds, and that the revenues credited to the Fiduciary funds shall be appropriated upon receipt to the proper associated accounts. That the 2018 capital project encumbrances funded by OPWC are hereby reappropriated. The ending balance in the Water and Wastewater CIP revenue accounts for prior year will be appropriated in the general project account for the specific funds to be used later for approved projects.

**SECTION 5.** That the amounts of public contributions and reimbursements to the City shall be appropriated upon receipt to the proper associated accounts.

**SECTION 6.** That the amount of \$ 567,861 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) and transferred to the Taylor Square TIEF Debt Retirement Fund (330).

**SECTION 7.** That the amount of \$ 990,000 shall be and is hereby appropriated in the Taylor Square School TIEF Fund (970) to comply with the TIF agreement.

**SECTION 8.** That the amount of \$ 170,000 shall be and is hereby appropriated in the Brice-Main TIF Fund (971) to comply with the TIF agreement.

**SECTION 9.** That the City Auditor is hereby authorized to draw warrants on the appropriate funds, for payments from any of the foregoing appropriations, upon receiving proper certificates and vouchers therefore, approved by the officers authorized by law to approve same, or an ordinance of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

**SECTION 10.** That the effective date of the appropriations in this ordinance shall be January 1, 2019.

**SECTION 11.** That this ordinance is deemed to be an emergency measure necessary for the financial needs of the city and further for the reason that final appropriations for operation of the City beginning January 1, 2019 must be adopted by City Council prior to April 1, 2019; wherefore, upon adoption by Council this ordinance shall be in effect upon the signature by the Mayor.

Attachment: 2019 Council 11092019 (2019 Budget Appropriations)



## DEPARTMENT

Packet Pg. 131

PREPARED November 9, 2018

| Account Number | Account Description | 2018 Adopted<br>Budget | 2018 Amended<br>Budget | 2019 Department<br>Entry | Department Entry Comments |
|----------------|---------------------|------------------------|------------------------|--------------------------|---------------------------|
|----------------|---------------------|------------------------|------------------------|--------------------------|---------------------------|

**Fund: 110 - General Fund**

**EXPENSES**

**Department: 111 - Police Division**

*5100 - Personal Services*

|      |                                   |                |                |                |              |
|------|-----------------------------------|----------------|----------------|----------------|--------------|
| 5101 | Salary-Elected Officials/Director | 46,062.0000    | 46,062.0000    | 0.0000         |              |
| 5102 | Wages-Staff                       | 867,260.0000   | 867,260.0000   | 867,359.0000   |              |
| 5104 | Wages-Part time                   | 87,832.0000    | 87,832.0000    | 85,332.0000    |              |
| 5105 | Overtime                          | 350,000.0000   | 350,000.0000   | 350,000.0000   |              |
| 5106 | Longevity                         | 56,550.0000    | 56,550.0000    | 51,550.0000    |              |
| 5109 | HSA Employer Funding              | 260,000.0000   | 260,000.0000   | 248,000.0000   |              |
| 5111 | Wages Chief                       | 115,782.0000   | 115,782.0000   | 116,000.0000   |              |
| 5113 | Wages Enforcement                 | 5,335,492.0000 | 5,335,492.0000 | 5,167,837.0000 | deputy chief |
| 5151 | PERS Contribution                 | 141,141.0000   | 141,141.0000   | 150,498.0000   |              |
| 5152 | PFDPF Contribution                | 966,192.0000   | 966,192.0000   | 884,477.0000   |              |
| 5155 | PERS Pickup                       | 46,957.0000    | 46,957.0000    | 46,384.0000    |              |
| 5161 | Group Insurance                   | 1,035,011.0000 | 1,035,011.0000 | 969,720.0000   |              |
| 5166 | Medicare                          | 98,829.0000    | 98,829.0000    | 96,245.0000    |              |

*Account Classification Total: 5100 - Personal Services*

\$9,407,108.00 \$9,407,108.00 \$9,033,402.00

*5200 - Supplies*

|      |                                 |              |              |              |  |
|------|---------------------------------|--------------|--------------|--------------|--|
| 5201 | Office Supplies                 | 8,500.0000   | 9,568.0500   | 9,500.0000   |  |
| 5202 | Photo Copy Supplies             | 3,500.0000   | 3,500.0000   | 3,500.0000   |  |
| 5203 | Computer Supplies               | 20,000.0000  | 21,704.9400  | 18,000.0000  |  |
| 5205 | Small Tools/Minor Equipment     | 5,000.0000   | 5,074.9800   | 6,000.0000   |  |
| 5206 | Evidence                        | 10,000.0000  | 10,000.0000  | 10,000.0000  |  |
| 5207 | Law Enforcement Supplies        | 85,800.0000  | 96,730.8700  | 93,000.0000  |  |
| 5213 | Repair and Maintenance Supplies | 12,100.0000  | 12,100.0000  | 11,000.0000  |  |
| 5241 | Uniforms-Purchased              | 130,000.0000 | 132,119.0800 | 212,000.0000 |  |
| 5251 | MV Gas and Oil                  | 120,000.0000 | 126,514.6000 | 130,000.0000 |  |

*Account Classification Total: 5200 - Supplies*

\$394,900.00 \$417,312.52 \$493,000.00

*5300 - Services*

|      |                       |              |              |              |  |
|------|-----------------------|--------------|--------------|--------------|--|
| 5311 | Utilities             | 144,530.0000 | 157,848.0900 | 144,530.0000 |  |
| 5321 | Professional Training | 50,000.0000  | 50,287.8400  | 55,000.0000  |  |
| 5323 | Publications          | 2,850.0000   | 2,850.0000   | 2,850.0000   |  |

|                                                               |                                |                        |                        |                        |
|---------------------------------------------------------------|--------------------------------|------------------------|------------------------|------------------------|
| 5324                                                          | Professional Association Dues  | 2,500.0000             | 2,500.0000             | 2,500.0000             |
| 5325                                                          | Educational Assistance         | 10,000.0000            | 10,654.3900            | 10,000.0000            |
| 5339                                                          | Misc Contract Services         | 72,000.0000            | 72,795.9300            | 83,600.0000            |
| 5351                                                          | Liability Insurance Deductible | 25,000.0000            | 25,000.0000            | 25,000.0000            |
| 5361                                                          | Building Repair/Maintenance    | 70,000.0000            | 77,781.7900            | 132,500.0000           |
| 5362                                                          | Equipment Maintenance          | 50,000.0000            | 50,650.0000            | 72,000.0000            |
| 5363                                                          | MV Repair/Maintenance-External | 22,000.0000            | 24,208.5000            | 27,000.0000            |
| 5366                                                          | Computer Maintenance           | 3,000.0000             | 3,000.0000             | 3,000.0000             |
| 5375                                                          | Prisoner Care                  | 140,000.0000           | 144,700.5000           | 140,000.0000           |
| 5391                                                          | Postage                        | 5,000.0000             | 5,165.0300             | 6,500.0000             |
| 5392                                                          | Fingerprinting Services        | 5,000.0000             | 6,188.0000             | 2,500.0000             |
| 5393                                                          | L.E.A.D.S Terminal             | 8,500.0000             | 9,100.0000             | 8,500.0000             |
| 5395                                                          | Printing/Advertising           | 15,000.0000            | 15,114.1800            | 15,000.0000            |
| 5396                                                          | Uniform Cleaning/Repairs       | 30,000.0000            | 32,530.0500            | 35,000.0000            |
| 5399                                                          | Other Miscellaneous Services   | 4,500.0000             | 4,500.0000             | 4,000.0000             |
| <i>Account Classification Total: 5300 - Services</i>          |                                | <i>\$659,880.00</i>    | <i>\$694,874.30</i>    | <i>\$769,480.00</i>    |
| <i>5600 - Capital Purchases</i>                               |                                |                        |                        |                        |
| 5631                                                          | Furniture and Fixtures         | 7,500.0000             | 8,435.5500             | 10,000.0000            |
| 5632                                                          | Motor Vehicles                 | 475,000.0000           | 735,779.2000           | 575,000.0000           |
| 5633                                                          | Machinery and Equipment        | 99,500.0000            | 99,500.0000            | 93,000.0000            |
| 5634                                                          | Unmarked Vehicles              | 40,000.0000            | 40,000.0000            | 58,400.0000            |
| 5639                                                          | Other Equipment                | 50,000.0000            | 51,008.9700            | 75,000.0000            |
| <i>Account Classification Total: 5600 - Capital Purchases</i> |                                | <i>\$672,000.00</i>    | <i>\$934,723.72</i>    | <i>\$811,400.00</i>    |
| <b>Department Total: 111 - Police Division</b>                |                                | <b>\$11,133,888.00</b> | <b>\$11,454,018.54</b> | <b>\$11,107,282.00</b> |



**Department: 290 - Mechanic***5100 - Personal Services*

|      |                      |             |             |             |
|------|----------------------|-------------|-------------|-------------|
| 5102 | Wages-Staff          | 98,338.0000 | 98,338.0000 | 98,338.0000 |
| 5106 | Longevity            | 450.0000    | 450.0000    | 450.0000    |
| 5109 | HSA Employer Funding | 8,000.0000  | 8,000.0000  | 8,000.0000  |
| 5151 | PERS Contribution    | 13,830.0000 | 13,830.0000 | 13,830.0000 |
| 5161 | Group Insurance      | 32,228.0000 | 32,228.0000 | 32,384.0000 |
| 5166 | Medicare             | 1,433.0000  | 1,433.0000  | 1,433.0000  |

*Account Classification Total: 5100 - Personal Services*      \$154,279.00      \$154,279.00      \$154,435.00

*5200 - Supplies*

|      |                                  |             |             |              |
|------|----------------------------------|-------------|-------------|--------------|
| 5201 | Office Supplies                  | 100.0000    | 100.0000    | 100.0000     |
| 5203 | Computer Supplies                | 200.0000    | 200.0000    | 200.0000     |
| 5205 | Small Tools/Minor Equipment      | 3,000.0000  | 3,000.0000  | 3,000.0000   |
| 5213 | Repair and Maintenance Supplies  | 90,000.0000 | 92,045.1800 | 110,000.0000 |
| 5259 | Operating Materials and Supplies | 7,500.0000  | 7,500.0000  | 7,500.0000   |

*Account Classification Total: 5200 - Supplies*      \$100,800.00      \$102,845.18      \$120,800.00

*5300 - Services*

|      |                                |             |             |             |
|------|--------------------------------|-------------|-------------|-------------|
| 5321 | Professional Training          | 1,000.0000  | 1,000.0000  | 1,000.0000  |
| 5362 | Equipment Maintenance          | 3,000.0000  | 3,000.0000  | 3,000.0000  |
| 5363 | MV Repair/Maintenance-External | 35,000.0000 | 40,291.5700 | 40,000.0000 |
| 5397 | Uniform Rental                 | 1,350.0000  | 1,398.4200  | 1,350.0000  |
| 5399 | Other Miscellaneous Services   | 1,500.0000  | 1,500.0000  | 1,500.0000  |

*Account Classification Total: 5300 - Services*      \$41,850.00      \$47,189.99      \$46,850.00

*5600 - Capital Purchases*

|      |                         |             |             |             |
|------|-------------------------|-------------|-------------|-------------|
| 5632 | Motor Vehicles          | 50,000.0000 | 50,000.0000 | 0.0000      |
| 5633 | Machinery and Equipment | 4,000.0000  | 4,000.0000  | 16,100.0000 |

*Account Classification Total: 5600 - Capital Purchases*      \$54,000.00      \$54,000.00      \$16,100.00

**Department Total: 290 - Mechanic**      \$350,929.00      \$358,314.17      \$338,185.00

Tire Changer - Balancer - A/C Recycle Machine

**Department: 340 - Parks and Recreation***5100 - Personal Services*

|      |                                   |              |              |                                                    |
|------|-----------------------------------|--------------|--------------|----------------------------------------------------|
| 5101 | Salary-Elected Officials/Director | 86,914.0000  | 86,914.0000  | 86,914.0000                                        |
| 5102 | Wages-Staff                       | 366,097.0000 | 366,097.0000 | 364,298.0000                                       |
| 5105 | Overtime                          | 15,700.0000  | 15,700.0000  | 15,700.0000 Additional \$8,000 for Tomato Festival |
| 5106 | Longevity                         | 500.0000     | 500.0000     | 1,400.0000                                         |
| 5109 | HSA Employer Funding              | 32,000.0000  | 32,000.0000  | 30,000.0000                                        |
| 5141 | Wages-Seasonal Labor              | 100,000.0000 | 100,000.0000 | 110,000.0000                                       |
| 5151 | PERS Contribution                 | 79,689.0000  | 79,689.0000  | 80,964.0000                                        |
| 5161 | Group Insurance                   | 126,202.0000 | 126,202.0000 | 117,608.0000                                       |
| 5166 | Medicare                          | 8,254.0000   | 8,254.0000   | 8,386.0000                                         |

*Account Classification Total: 5100 - Personal Services*

\$815,356.00 \$815,356.00 \$815,270.00

*5200 - Supplies*

|      |                             |            |            |            |
|------|-----------------------------|------------|------------|------------|
| 5201 | Office Supplies             | 2,000.0000 | 2,000.0000 | 1,600.0000 |
| 5203 | Computer Supplies           | 1,500.0000 | 1,500.0000 | 1,500.0000 |
| 5205 | Small Tools/Minor Equipment | 4,000.0000 | 4,000.0000 | 5,600.0000 |

Hand tools, pruners, loppers, hoses, sprinklers, landscape tools--  
\$3,650; weed eater, chainsaw, surface cleaner for tennis courts--  
\$1,950

|      |           |             |             |             |
|------|-----------|-------------|-------------|-------------|
| 5209 | Chemicals | 28,000.0000 | 28,000.0000 | 32,125.0000 |
|------|-----------|-------------|-------------|-------------|

Suppliers have informed the P&R Dept that prices will increase 5% for  
chemicals; \$2 per bag for fertilizer; grass seed will most likely increase  
as well (saw a \$.30 per lb increase from 2017 to 2018)

|      |                                 |             |             |             |
|------|---------------------------------|-------------|-------------|-------------|
| 5213 | Repair and Maintenance Supplies | 53,000.0000 | 65,722.2600 | 80,000.0000 |
|------|---------------------------------|-------------|-------------|-------------|

Adding butterfly garden at New Rodebaugh Park \$7,000; Soil and  
Water Conservation Projects \$15,000; Remaining \$58,000--misc  
supplies for general park maintenance--paint, shop towels, restroom  
supplies, flags, mulch, Arbor Day trees, greenhouse supplies, hanging  
baskets, athletic field supplies

|      |                       |             |             |             |
|------|-----------------------|-------------|-------------|-------------|
| 5215 | Recreational Supplies | 52,000.0000 | 58,277.7000 | 55,000.0000 |
|------|-----------------------|-------------|-------------|-------------|

Growth of leagues, replacement nets for soccer, replacement  
bases/anchors/pitching rubbers

|      |                    |            |            |            |
|------|--------------------|------------|------------|------------|
| 5241 | Uniforms-Purchased | 1,500.0000 | 1,500.0000 | 2,500.0000 |
|------|--------------------|------------|------------|------------|

|      |                |             |             |             |
|------|----------------|-------------|-------------|-------------|
| 5251 | MV Gas and Oil | 20,000.0000 | 20,108.2200 | 20,000.0000 |
|------|----------------|-------------|-------------|-------------|

|      |            |             |             |             |
|------|------------|-------------|-------------|-------------|
| 5252 | Aggregates | 17,000.0000 | 17,000.0000 | 17,000.0000 |
|------|------------|-------------|-------------|-------------|

|      |                                  |             |             |             |
|------|----------------------------------|-------------|-------------|-------------|
| 5259 | Operating Materials and Supplies | 58,000.0000 | 58,000.0000 | 48,000.0000 |
|------|----------------------------------|-------------|-------------|-------------|

*Account Classification Total: 5200 - Supplies*

\$237,000.00 \$256,108.18 \$263,325.00

*5300 - Services*

|      |                  |             |             |             |
|------|------------------|-------------|-------------|-------------|
| 5303 | Community Events | 24,300.0000 | 73,811.3700 | 10,000.0000 |
|------|------------------|-------------|-------------|-------------|

5K Race

|      |           |             |             |             |
|------|-----------|-------------|-------------|-------------|
| 5311 | Utilities | 29,000.0000 | 31,938.2800 | 36,000.0000 |
|------|-----------|-------------|-------------|-------------|

Civic Park Lease \$4,300; Data Package 3-tablets \$1500; Pine Quarry  
Camera \$2,500; Lights in parks, greenhouse, cell phones, \$27,700

|      |                       |            |            |            |
|------|-----------------------|------------|------------|------------|
| 5321 | Professional Training | 6,000.0000 | 6,550.0000 | 4,500.0000 |
|------|-----------------------|------------|------------|------------|

Attend National Parks and Recreation Association Conf X 2

|      |                  |            |            |            |
|------|------------------|------------|------------|------------|
| 5322 | Conference/Reimb | 8,500.0000 | 9,075.0000 | 9,425.0000 |
|------|------------------|------------|------------|------------|

staff=\$4,000; misc conference and reimbursements for mileage for 7  
staff members \$5,425

|                                                               |                               |                       |                       |                       |                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------|-------------------------------|-----------------------|-----------------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5323                                                          | Publications                  | 0.0000                | 0.0000                | 250.0000              | Professional Educational Literature and Subscriptions for Master Arborist                                                                                                                                                                                                                                               |
| 5324                                                          | Professional Association Dues | 2,200.0000            | 2,530.0000            | 2,200.0000            |                                                                                                                                                                                                                                                                                                                         |
| 5338                                                          | Personal Service Contracts    | 72,000.0000           | 73,226.0000           | 55,000.0000           |                                                                                                                                                                                                                                                                                                                         |
| 5339                                                          | Misc Contract Services        | 120,000.0000          | 136,764.5200          | 360,000.0000          | Streetscape Landscape contract \$150,000; Streetscape Irrigation contract \$30,000; Tree Work \$20,000; Replacement Fencing Community Gardens \$25,000; Concrete Pads Installed \$35,000; Park Wayfinding signs \$5,000; Equipment Rentals \$5,000; Other Park Misc Contracts \$76,000; Basketball Resurfacing \$14,000 |
| 5361                                                          | Building Repair/Maintenance   | 63,500.0000           | 91,021.0300           | 52,000.0000           |                                                                                                                                                                                                                                                                                                                         |
| 5362                                                          | Equipment Maintenance         | 3,500.0000            | 3,500.0000            | 3,000.0000            |                                                                                                                                                                                                                                                                                                                         |
| 5391                                                          | Postage                       | 1,000.0000            | 1,000.0000            | 1,000.0000            |                                                                                                                                                                                                                                                                                                                         |
| 5395                                                          | Printing/Advertising          | 23,000.0000           | 26,218.0000           | 23,000.0000           |                                                                                                                                                                                                                                                                                                                         |
| 5399                                                          | Other Miscellaneous Services  | 5,000.0000            | 5,000.0000            | 4,000.0000            |                                                                                                                                                                                                                                                                                                                         |
| <i>Account Classification Total: 5300 - Services</i>          |                               | \$358,000.00          | \$460,634.20          | \$560,375.00          |                                                                                                                                                                                                                                                                                                                         |
| <b>5600 - Capital Purchases</b>                               |                               |                       |                       |                       |                                                                                                                                                                                                                                                                                                                         |
| 5602                                                          | Land Improvements             | 65,000.0000           | 57,000.0000           | 0.0000                |                                                                                                                                                                                                                                                                                                                         |
| 5631                                                          | Furniture and Fixtures        | 3,500.0000            | 3,500.0000            | 0.0000                |                                                                                                                                                                                                                                                                                                                         |
| 5632                                                          | Motor Vehicles                | 141,000.0000          | 141,000.0000          | 60,533.0000           | 1 ton truck, ext cab \$36,846 SUV-Pool Car multi-dept use \$23,687                                                                                                                                                                                                                                                      |
| 5633                                                          | Machinery and Equipment       | 100,000.0000          | 100,000.0000          | 12,000.0000           | 60" Z Turn mower \$10,000 Gas powered T-Post driver \$2,000                                                                                                                                                                                                                                                             |
| 5639                                                          | Other Equipment               | 58,300.0000           | 58,300.0000           | 11,500.0000           | Additional Pine Quarry Camera \$6000 Windscreen Tennis Courts \$5,500                                                                                                                                                                                                                                                   |
| <i>Account Classification Total: 5600 - Capital Purchases</i> |                               | \$367,800.00          | \$359,800.00          | \$84,033.00           |                                                                                                                                                                                                                                                                                                                         |
| <b>Department Total: 340 - Parks and Recreation</b>           |                               | <b>\$1,778,156.00</b> | <b>\$1,891,898.38</b> | <b>\$1,723,003.00</b> |                                                                                                                                                                                                                                                                                                                         |

## 5100 - Personal Services

|      |                      |             |             |             |
|------|----------------------|-------------|-------------|-------------|
| 5102 | Wages-Staff          | 64,254.0000 | 64,254.0000 | 64,254.0000 |
| 5104 | Wages-Part time      | 60,216.0000 | 60,216.0000 | 60,215.0000 |
| 5105 | Overtime             | 3,000.0000  | 3,000.0000  | 0.0000      |
| 5106 | Longevity            | 500.0000    | 500.0000    | 500.0000    |
| 5109 | HSA Employer Funding | 4,000.0000  | 4,000.0000  | 4,000.0000  |
| 5151 | PERS Contribution    | 17,916.0000 | 17,916.0000 | 17,996.0000 |
| 5161 | Group Insurance      | 16,203.0000 | 16,203.0000 | 16,306.0000 |
| 5166 | Medicare             | 1,856.0000  | 1,856.0000  | 1,812.0000  |

Account Classification Total: 5100 - Personal Services

|      |                                  |            |             |            |
|------|----------------------------------|------------|-------------|------------|
| 5201 | Office Supplies                  | 1,200.0000 | 1,200.0000  | 1,200.0000 |
| 5203 | Computer Supplies                | 2,200.0000 | 2,200.0000  | 1,500.0000 |
| 5213 | Repair and Maintenance Supplies  | 8,500.0000 | 8,500.0000  | 8,500.0000 |
| 5215 | Recreational Supplies            | 2,840.0000 | 3,107.7500  | 3,000.0000 |
| 5216 | Contributed Supplies Purchased   | 0.0000     | 19,687.1200 | 0.0000     |
| 5259 | Operating Materials and Supplies | 4,300.0000 | 4,300.0000  | 3,000.0000 |

Account Classification Total: 5200 - Supplies

|      |                               |              |              |             |
|------|-------------------------------|--------------|--------------|-------------|
| 5311 | Utilities                     | 15,000.0000  | 15,856.7400  | 15,000.0000 |
| 5321 | Professional Training         | 300.0000     | 300.0000     | 300.0000    |
| 5322 | Conference/Reimb              | 300.0000     | 519.0000     | 400.0000    |
| 5324 | Professional Association Dues | 150.0000     | 250.0000     | 150.0000    |
| 5339 | Misc Contract Services        | 12,300.0000  | 12,360.0000  | 8,000.0000  |
| 5361 | Building Repair/Maintenance   | 206,000.0000 | 206,000.0000 | 50,000.0000 |
| 5391 | Postage                       | 2,500.0000   | 2,500.0000   | 2,500.0000  |
| 5395 | Printing/Advertising          | 1,200.0000   | 1,200.0000   | 0.0000      |

Account Classification Total: 5300 - Services  
Department Total: 343 - Senior Center

|              |              |              |
|--------------|--------------|--------------|
| \$237,750.00 | \$238,985.74 | \$76,350.00  |
| \$424,735.00 | \$445,925.61 | \$258,133.00 |

**Department: 344 - Community Events**  
**5100 - Personal Services**

|      |                      |           |
|------|----------------------|-----------|
| 5102 | Wages-Staff          | 58,000.00 |
| 5105 | Overtime             | 5,000.00  |
| 5106 | Longevity            | -         |
| 5109 | HSA Employer Funding | 4,000.00  |
| 5151 | PERS Contribution    | 8,820.00  |
| 5161 | Group Insurance      | 16,192.00 |
| 5166 | Medicare             | 914.00    |

*Account Classification Total: 5100 - Personal Services*

92,926.00

**5200 - Supplies**

|      |                       |        |        |             |
|------|-----------------------|--------|--------|-------------|
| 5215 | Recreational Supplies | 0.0000 | 0.0000 | 13,310.0000 |
|------|-----------------------|--------|--------|-------------|

*Account Classification Total: 5200 - Supplies*

\$0.00 \$0.00 \$13,310.00

**5300 - Services**

|      |                               |        |        |              |
|------|-------------------------------|--------|--------|--------------|
| 5303 | Community Events              | 0.0000 | 0.0000 | 520.0000     |
| 5311 | Utilities                     | 0.0000 | 0.0000 | 840.0000     |
| 5322 | Conference/Reimb              | 0.0000 | 0.0000 | 1,250.0000   |
| 5324 | Professional Association Dues | 0.0000 | 0.0000 | 700.0000     |
| 5339 | Misc Contract Services        | 0.0000 | 0.0000 | 127,975.0000 |
| 5395 | Printing/Advertising          | 0.0000 | 0.0000 | 15,000.0000  |
| 5399 | Other Miscellaneous Services  | 0.0000 | 0.0000 | 14,200.0000  |

*Account Classification Total: 5300 - Services*

\$0.00 \$0.00 \$160,485.00

**Department Total: 344 - Community Events**

\$0.00 \$0.00 \$266,721.00

## Department: 448 - Service Department

## 5100 - Personal Services

|      |                                   |              |              |              |
|------|-----------------------------------|--------------|--------------|--------------|
| 5101 | Salary-Elected Officials/Director | 88,467.0000  | 88,467.0000  | 88,467.0000  |
| 5102 | Wages-Staff                       | 276,786.0000 | 276,786.0000 | 278,362.0000 |
| 5105 | Overtime                          | 3,000.0000   | 3,000.0000   | 3,000.0000   |
| 5106 | Longevity                         | 1,700.0000   | 1,700.0000   | 2,150.0000   |
| 5109 | HSA Employer Funding              | 28,000.0000  | 28,000.0000  | 24,000.0000  |
| 5151 | PERS Contribution                 | 51,793.0000  | 51,793.0000  | 52,077.0000  |
| 5161 | Group Insurance                   | 113,116.0000 | 113,116.0000 | 95,316.0000  |
| 5166 | Medicare                          | 5,365.0000   | 5,365.0000   | 5,394.0000   |

Account Classification Total: 5100 - Personal Services

\$568,227.00

\$568,227.00

\$548,766.00

## 5200 - Supplies

|      |                                 |             |             |             |                                          |
|------|---------------------------------|-------------|-------------|-------------|------------------------------------------|
| 5201 | Office Supplies                 | 1,500.0000  | 1,500.0000  | 1,700.0000  | Increase to allow for printer cartridges |
| 5203 | Computer Supplies               | 1,000.0000  | 1,000.0000  | 1,000.0000  |                                          |
| 5213 | Repair and Maintenance Supplies | 18,000.0000 | 18,368.9400 | 18,000.0000 |                                          |
| 5251 | MV Gas and Oil                  | 1,500.0000  | 1,527.7500  | 1,500.0000  |                                          |

Account Classification Total: 5200 - Supplies

\$22,000.00

\$22,396.69

\$22,200.00

## 5300 - Services

|      |                               |              |              |              |                                                                              |
|------|-------------------------------|--------------|--------------|--------------|------------------------------------------------------------------------------|
| 5301 | Boards/Commissions            | 750.0000     | 750.0000     | 750.0000     |                                                                              |
| 5302 | Street Lighting               | 240,000.0000 | 257,370.0200 | 260,000.0000 | Increase to allow for inflation                                              |
| 5303 | Community Events              | 28,000.0000  | 28,000.0000  | 35,000.0000  | \$29,250 for Fireworks Display \$4,000 for Shred It Truck/Community Clean Up |
| 5321 | Professional Training         | 1,000.0000   | 1,000.0000   | 500.0000     |                                                                              |
| 5322 | Conference/Reimb              | 250.0000     | 250.0000     | 250.0000     |                                                                              |
| 5325 | Educational Assistance        | 3,000.0000   | 3,000.0000   | 1,500.0000   | decrease from 2018                                                           |
| 5331 | Engineering/Architecture      | 125,000.0000 | 133,454.5700 | 125,000.0000 |                                                                              |
| 5339 | Misc Contract Services        | 65,000.0000  | 66,809.9900  | 86,310.0000  | Increase in mosquito management                                              |
| 5362 | Equipment Maintenance         | 4,000.0000   | 4,099.0000   | 4,000.0000   |                                                                              |
| 5366 | Computer Maintenance          | 500.0000     | 500.0000     | 0.0000       |                                                                              |
| 5367 | Streetscape Maintenance       | 108,000.0000 | 108,000.0000 | 0.0000       | This should be in Parks budget                                               |
| 5374 | Emergency Management Services | 40,000.0000  | 40,000.0000  | 40,000.0000  |                                                                              |
| 5391 | Postage                       | 500.0000     | 500.0000     | 500.0000     |                                                                              |
| 5395 | Printing/Advertising          | 1,000.0000   | 1,255.3600   | 1,500.0000   | Increase to allow for additional advertising needs                           |
| 5397 | Uniform Rental                | 2,500.0000   | 2,500.0000   | 2,500.0000   |                                                                              |
| 5398 | Tree/Grass Service            | 30,000.0000  | 30,330.0000  | 31,000.0000  |                                                                              |
| 5399 | Other Miscellaneous Services  | 1,000.0000   | 1,000.0000   | 1,300.0000   |                                                                              |

Account Classification Total: 5300 - Services

\$650,500.00

\$678,818.94

\$590,110.00

Department Total: 448 - Service Department

\$1,240,727.00

\$1,269,442.63

\$1,161,076.00

Attachment: 2019 Council 11092019 (2019 Budget Appropriations)



**Department: 479 - Building Department***5100 - Personal Services*

|      |                                   |              |              |              |
|------|-----------------------------------|--------------|--------------|--------------|
| 5101 | Salary-Elected Officials/Director | 75,300.0000  | 75,300.0000  | 75,300.0000  |
| 5102 | Wages-Staff                       | 184,449.0000 | 184,449.0000 | 184,449.0000 |
| 5106 | Longevity                         | 500.0000     | 500.0000     | 500.0000     |
| 5109 | HSA Employer Funding              | 14,000.0000  | 14,000.0000  | 14,000.0000  |
| 5151 | PERS Contribution                 | 36,085.0000  | 36,085.0000  | 36,085.0000  |
| 5161 | Group Insurance                   | 55,766.0000  | 55,766.0000  | 56,210.0000  |
| 5166 | Medicare                          | 3,774.0000   | 3,774.0000   | 3,774.0000   |

*Account Classification Total: 5100 - Personal Services*

\$369,874.00

\$369,874.00

\$370,318.00

*5200 - Supplies*

|      |                    |            |            |            |
|------|--------------------|------------|------------|------------|
| 5201 | Office Supplies    | 2,000.0000 | 2,000.0000 | 2,000.0000 |
| 5203 | Computer Supplies  | 6,000.0000 | 6,000.0000 | 0.0000     |
| 5241 | Uniforms-Purchased | 3,000.0000 | 3,000.0000 | 3,000.0000 |
| 5251 | MV Gas and Oil     | 5,000.0000 | 5,239.3900 | 5,000.0000 |

*Account Classification Total: 5200 - Supplies*

\$16,000.00

\$16,239.39

\$10,000.00

*5300 - Services*

|      |                               |             |             |             |                                                   |
|------|-------------------------------|-------------|-------------|-------------|---------------------------------------------------|
| 5311 | Utilities                     | 2,000.0000  | 2,372.9600  | 5,000.0000  | Increase due to WIFI for tablets out in the field |
| 5321 | Professional Training         | 5,000.0000  | 5,000.0000  | 5,000.0000  |                                                   |
| 5322 | Conference/Reimb              | 1,500.0000  | 1,500.0000  | 1,500.0000  |                                                   |
| 5323 | Publications                  | 1,500.0000  | 1,500.0000  | 1,500.0000  |                                                   |
| 5324 | Professional Association Dues | 800.0000    | 800.0000    | 800.0000    |                                                   |
| 5331 | Engineering/Architecture      | 1,500.0000  | 1,500.0000  | 1,500.0000  |                                                   |
| 5339 | Misc Contract Services        | 20,000.0000 | 22,063.7500 | 20,000.0000 |                                                   |
| 5362 | Equipment Maintenance         | 5,000.0000  | 5,353.9500  | 6,000.0000  |                                                   |
| 5366 | Computer Maintenance          | 2,000.0000  | 2,000.0000  | 2,000.0000  |                                                   |
| 5376 | County Health Services        | 35,000.0000 | 40,595.0000 | 35,000.0000 |                                                   |
| 5391 | Postage                       | 1,000.0000  | 1,000.0000  | 1,000.0000  |                                                   |
| 5395 | Printing/Advertising          | 3,500.0000  | 3,500.0000  | 3,500.0000  | Increase to allow for printing needs              |
| 5399 | Other Miscellaneous Services  | 500.0000    | 500.0000    | 500.0000    |                                                   |

*Account Classification Total: 5300 - Services*

\$79,300.00

\$87,685.66

\$83,300.00

*5600 - Capital Purchases*

|      |                        |            |            |        |  |
|------|------------------------|------------|------------|--------|--|
| 5631 | Furniture and Fixtures | 2,000.0000 | 2,000.0000 | 0.0000 |  |
|------|------------------------|------------|------------|--------|--|

*Account Classification Total: 5600 - Capital Purchases*

\$2,000.00

\$2,000.00

\$0.00

**Department Total: 479 - Building Department**

\$467,174.00

\$475,799.05

\$463,618.00



**Department: 522 - Mayor***5100 - Personal Services*

|      |                                   |             |             |             |
|------|-----------------------------------|-------------|-------------|-------------|
| 5101 | Salary-Elected Officials/Director | 97,803.0000 | 97,803.0000 | 97,803.0000 |
| 5102 | Wages-Staff                       | 58,000.0000 | 58,000.0000 | 0.0000      |
| 5109 | HSA Employer Funding              | 8,000.0000  | 8,000.0000  | 4,000.0000  |
| 5151 | PERS Contribution                 | 21,812.0000 | 21,812.0000 | 13,692.0000 |
| 5161 | Group Insurance                   | 32,085.0000 | 32,085.0000 | 15,970.0000 |
| 5166 | Medicare                          | 2,259.0000  | 2,259.0000  | 1,418.0000  |

*Account Classification Total: 5100 - Personal Services*

\$219,959.00

\$219,959.00

\$132,883.00

*5200 - Supplies*

|      |                   |          |          |          |
|------|-------------------|----------|----------|----------|
| 5201 | Office Supplies   | 600.0000 | 600.0000 | 600.0000 |
| 5203 | Computer Supplies | 200.0000 | 200.0000 | 200.0000 |

*Account Classification Total: 5200 - Supplies*

\$800.00

\$800.00

\$800.00

*5300 - Services*

|      |                               |             |             |             |
|------|-------------------------------|-------------|-------------|-------------|
| 5311 | Utilities                     | 850.0000    | 982.1400    | 50.0000     |
| 5322 | Conference/Reimb              | 5,000.0000  | 5,000.0000  | 1,000.0000  |
| 5324 | Professional Association Dues | 0.0000      | 0.0000      | 700.0000    |
| 5332 | Legal Services                | 30,000.0000 | 31,108.7500 | 30,000.0000 |
| 5339 | Misc Contract Services        | 5,000.0000  | 5,000.0000  | 5,000.0000  |
| 5391 | Postage                       | 250.0000    | 250.0000    | 250.0000    |
| 5399 | Other Miscellaneous Services  | 1,000.0000  | 1,000.0000  | 1,000.0000  |

*Account Classification Total: 5300 - Services*

\$42,100.00

\$43,340.89

\$38,000.00

**Department Total: 522 - Mayor**

\$262,859.00

\$264,099.89

\$171,683.00

## 5100 - Personal Services

Account Classification Total: 5100 - Personal Services

|             |             |             |
|-------------|-------------|-------------|
| \$87,206.00 | \$87,206.00 | \$62,290.00 |
|-------------|-------------|-------------|

Account Classification Total: 5200 - Supplies

|            |            |            |
|------------|------------|------------|
| \$1,350.00 | \$1,350.00 | \$2,000.00 |
| \$1,350.00 |            | \$2,000.00 |

we have paid for nine medicals for new employees at 1200.00 each and the PD is looking to hire 4 new officers before the end of the year. This is why we increased this figure

Account Classification Total: 5,300 - Services

|             |             |             |
|-------------|-------------|-------------|
| \$29,700.00 | \$38,874.00 | \$34,000.00 |
|-------------|-------------|-------------|

Account Classification Total: 5600 - Capital Purchases

|          |          |          |
|----------|----------|----------|
| \$500.00 | \$500.00 | \$500.00 |
|----------|----------|----------|

5100 - Personal Services

|      |                                   |              |              |              |
|------|-----------------------------------|--------------|--------------|--------------|
| 5101 | Salary-Elected Officials/Director | 81,548.0000  | 81,548.0000  | 87,342.0000  |
| 5102 | Wages-Staff                       | 138,742.0000 | 138,742.0000 | 152,866.0000 |
| 5104 | Wages-Part time                   | 35,947.0000  | 35,947.0000  | 38,000.0000  |
| 5105 | Overtime                          | 2,000.0000   | 2,000.0000   | 2,000.0000   |
| 5106 | Longevity                         | 1,100.0000   | 1,100.0000   | 500.0000     |
| 5109 | HSA Employer Funding              | 16,000.0000  | 16,000.0000  | 4,000.0000   |
| 5151 | PERS Contribution                 | 36,307.0000  | 36,307.0000  | 38,249.0000  |
| 5161 | Group Insurance                   | 64,552.0000  | 64,552.0000  | 17,278.0000  |
| 5166 | Medicare                          | 3,759.0000   | 3,759.0000   | 3,818.0000   |

|              |              |              |
|--------------|--------------|--------------|
| \$379,955.00 | \$379,955.00 | \$344,053.00 |
|--------------|--------------|--------------|

|      |                   |
|------|-------------------|
| 5203 | Computer Supplies |
|------|-------------------|

|            |            |            |
|------------|------------|------------|
| \$6,500.00 | \$6,724.09 | \$5,500.00 |
|------------|------------|------------|

## Conference/Reimb

## Outside Professional Services

## Equipment Maintenance

## Printing/Advertising

Account Classification Total: 5300 - Services

|              |              |              |
|--------------|--------------|--------------|
| \$472,005.00 | \$472,229.09 | \$427,153.00 |
|--------------|--------------|--------------|

|              |              |              |
|--------------|--------------|--------------|
| \$472,005.00 | \$472,229.09 | \$427,153.00 |
|--------------|--------------|--------------|

**Department: 554 - City Attorney***5100 - Personal Services*

|      |                                   |              |              |              |
|------|-----------------------------------|--------------|--------------|--------------|
| 5101 | Salary-Elected Officials/Director | 97,803.0000  | 97,803.0000  | 97,803.0000  |
| 5102 | Wages-Staff                       | 186,445.0000 | 186,445.0000 | 186,446.0000 |
| 5104 | Wages-Part time                   | 84,624.0000  | 84,624.0000  | 84,624.0000  |
| 5106 | Longevity                         | 500.0000     | 500.0000     | 500.0000     |
| 5109 | HSA Employer Funding              | 18,000.0000  | 18,000.0000  | 18,000.0000  |
| 5151 | PERS Contribution                 | 51,712.0000  | 51,712.0000  | 51,712.0000  |
| 5161 | Group Insurance                   | 71,874.0000  | 71,874.0000  | 71,886.0000  |
| 5166 | Medicare                          | 5,356.0000   | 5,356.0000   | 5,356.0000   |

*Account Classification Total: 5100 - Personal Services*

\$516,314.00

\$516,314.00

\$516,327.00

*5200 - Supplies*

|      |                             |            |            |            |
|------|-----------------------------|------------|------------|------------|
| 5201 | Office Supplies             | 1,500.0000 | 1,500.0000 | 2,500.0000 |
| 5203 | Computer Supplies           | 400.0000   | 400.0000   | 400.0000   |
| 5205 | Small Tools/Minor Equipment | 500.0000   | 500.0000   | 500.0000   |

*Account Classification Total: 5200 - Supplies*

\$2,400.00

\$2,400.00

\$3,400.00

*5300 - Services*

|      |                               |             |             |             |
|------|-------------------------------|-------------|-------------|-------------|
| 5321 | Professional Training         | 2,500.0000  | 2,500.0000  | 2,500.0000  |
| 5322 | Conference/Reimb              | 250.0000    | 250.0000    | 250.0000    |
| 5323 | Publications                  | 6,500.0000  | 6,880.8000  | 6,800.0000  |
| 5324 | Professional Association Dues | 1,500.0000  | 1,500.0000  | 2,500.0000  |
| 5332 | Legal Services                | 40,000.0000 | 40,000.0000 | 40,000.0000 |
| 5333 | Outside Professional Services | 14,500.0000 | 14,500.0000 | 14,504.0000 |
| 5337 | Public Defender               | 5,000.0000  | 5,514.2000  | 5,000.0000  |
| 5339 | Misc Contract Services        | 14,100.0000 | 14,100.0000 | 14,100.0000 |
| 5341 | Court Costs and Fees          | 300.0000    | 300.0000    | 300.0000    |
| 5366 | Computer Maintenance          | 250.0000    | 250.0000    | 250.0000    |
| 5391 | Postage                       | 500.0000    | 500.0000    | 500.0000    |
| 5399 | Other Miscellaneous Services  | 2,500.0000  | 2,500.0000  | 2,500.0000  |

*Account Classification Total: 5300 - Services*

\$87,900.00

\$88,795.00

\$89,204.00

**Department Total: 554 - City Attorney**

\$606,614.00

\$607,509.00

\$608,931.00

**Department: 571 - City Council***5100 - Personal Services*

|      |                                   |             |             |             |
|------|-----------------------------------|-------------|-------------|-------------|
| 5101 | Salary-Elected Officials/Director | 60,902.0000 | 60,902.0000 | 62,162.0000 |
| 5102 | Wages-Staff                       | 87,950.0000 | 87,950.0000 | 63,525.0000 |
| 5104 | Wages-Part time                   | 0.0000      | 0.0000      | 21,840.0000 |
| 5106 | Longevity                         | 0.0000      | 0.0000      | 450.0000    |
| 5109 | HSA Employer Funding              | 4,000.0000  | 4,000.0000  | 4,000.0000  |
| 5151 | PERS Contribution                 | 20,664.0000 | 20,664.0000 | 20,717.0000 |
| 5161 | Group Insurance                   | 16,398.0000 | 16,398.0000 | 16,306.0000 |
| 5166 | Medicare                          | 2,159.0000  | 2,159.0000  | 2,146.0000  |

*Account Classification Total: 5100 - Personal Services*

\$192,073.00

\$192,073.00

\$191,146.00

*5200 - Supplies*

|      |                   |            |            |            |
|------|-------------------|------------|------------|------------|
| 5201 | Office Supplies   | 1,200.0000 | 1,224.0000 | 1,500.0000 |
| 5203 | Computer Supplies | 500.0000   | 500.0000   | 500.0000   |

*Account Classification Total: 5200 - Supplies*

\$1,700.00

\$1,724.00

\$2,000.00

*5300 - Services*

|      |                               |             |             |             |
|------|-------------------------------|-------------|-------------|-------------|
| 5321 | Professional Training         | 1,000.0000  | 1,000.0000  | 3,000.0000  |
| 5322 | Conference/Reimb              | 1,800.0000  | 1,800.0000  | 3,000.0000  |
| 5323 | Publications                  | 100.0000    | 100.0000    | 100.0000    |
| 5324 | Professional Association Dues | 500.0000    | 500.0000    | 500.0000    |
| 5325 | Educational Assistance        | 5,500.0000  | 5,500.0000  | 3,500.0000  |
| 5339 | Misc Contract Services        | 40,000.0000 | 40,040.9500 | 43,000.0000 |
| 5391 | Postage                       | 300.0000    | 300.0000    | 300.0000    |
| 5395 | Printing/Advertising          | 8,500.0000  | 8,611.9300  | 3,000.0000  |
| 5399 | Other Miscellaneous Services  | 6,000.0000  | 6,000.0000  | 6,000.0000  |

*Account Classification Total: 5300 - Services*

\$63,700.00

\$63,852.88

\$62,400.00

*5600 - Capital Purchases*

|      |                 |            |            |        |
|------|-----------------|------------|------------|--------|
| 5639 | Other Equipment | 3,000.0000 | 3,000.0000 | 0.0000 |
|------|-----------------|------------|------------|--------|

*Account Classification Total: 5600 - Capital Purchases*

\$3,000.00

\$3,000.00

\$0.00

**Department Total: 571 - City Council**

\$260,473.00

\$260,649.88

\$255,546.00

**Department: 580 - Development Department***5100 - Personal Services*

|      |                                   |             |             |              |
|------|-----------------------------------|-------------|-------------|--------------|
| 5101 | Salary-Elected Officials/Director | 85,399.0000 | 85,399.0000 | 85,000.0000  |
| 5102 | Wages-Staff                       | 89,906.0000 | 89,906.0000 | 112,000.0000 |
| 5109 | HSA Employer Funding              | 6,000.0000  | 6,000.0000  | 10,000.0000  |
| 5151 | PERS Contribution                 | 24,368.0000 | 24,368.0000 | 27,580.0000  |
| 5161 | Group Insurance                   | 23,642.0000 | 23,642.0000 | 39,432.0000  |
| 5166 | Medicare                          | 2,542.0000  | 2,542.0000  | 2,857.0000   |

*Account Classification Total: 5100 - Personal Services*

\$231,857.00      \$231,857.00      \$276,869.00

*5200 - Supplies*

|      |                   |            |            |            |
|------|-------------------|------------|------------|------------|
| 5201 | Office Supplies   | 3,500.0000 | 3,500.0000 | 3,500.0000 |
| 5203 | Computer Supplies | 250.0000   | 250.0000   | 250.0000   |

*Account Classification Total: 5200 - Supplies*

\$3,750.00      \$3,750.00      \$3,750.00

*5300 - Services*

|      |                               |              |              |                                                                          |
|------|-------------------------------|--------------|--------------|--------------------------------------------------------------------------|
| 5301 | Boards/Commissions            | 3,500.0000   | 3,500.0000   | 6,000.0000                                                               |
| 5311 | Utilities                     | 1,750.0000   | 1,952.2200   | 1,750.0000 Cell Phone                                                    |
| 5321 | Professional Training         | 2,500.0000   | 2,500.0000   | 2,500.0000                                                               |
| 5322 | Conference/Reimb              | 10,000.0000  | 10,025.0000  | 10,000.0000                                                              |
| 5323 | Publications                  | 150.0000     | 150.0000     | 1,000.0000                                                               |
| 5324 | Professional Association Dues | 2,500.0000   | 2,500.0000   | 3,500.0000                                                               |
| 5325 | Educational Assistance        | 0.0000       | 0.0000       | 3,000.0000                                                               |
| 5331 | Engineering/Architecture      | 0.0000       | 0.0000       | 50,000.0000 EMH&T Services OHM Services                                  |
| 5332 | Legal Services                | 5,000.0000   | 5,000.0000   | 10,000.0000                                                              |
| 5339 | Misc Contract Services        | 160,000.0000 | 284,237.8900 | 250,000.0000 Calfee Zoning Code Rewrite - 150k Costar - 5k LoopNet - 5k  |
| 5391 | Postage                       | 750.0000     | 750.0000     | 1,000.0000                                                               |
| 5395 | Printing/Advertising          | 0.0000       | 0.0000       | 5,000.0000 Business Cards/ Envelopes Social Media Marketing/ Advertising |
| 5399 | Other Miscellaneous Services  | 1,000.0000   | 1,000.0000   | 2,500.0000 Binding of BZBA and PC minutes                                |

*Account Classification Total: 5300 - Services*

\$187,150.00      \$311,615.11      \$346,250.00

*5600 - Capital Purchases*

|      |                        |        |        |             |
|------|------------------------|--------|--------|-------------|
| 5631 | Furniture and Fixtures | 0.0000 | 0.0000 | 15,000.0000 |
|------|------------------------|--------|--------|-------------|

*Account Classification Total: 5600 - Capital Purchases*

\$0.00      \$0.00      \$15,000.00

**Department Total: 580 - Development Department**

\$422,757.00      \$547,222.11      \$641,869.00



**Department: 582 - Human Resources Department***5100 - Personal Services*

|      |                                   |             |             |             |
|------|-----------------------------------|-------------|-------------|-------------|
| 5101 | Salary-Elected Officials/Director | 83,350.0000 | 83,350.0000 | 83,350.0000 |
| 5106 | Longevity                         | 450.0000    | 450.0000    | 450.0000    |
| 5109 | HSA Employer Funding              | 2,000.0000  | 2,000.0000  | 2,000.0000  |
| 5151 | PERS Contribution                 | 11,732.0000 | 11,732.0000 | 11,732.0000 |
| 5161 | Group Insurance                   | 6,752.0000  | 6,752.0000  | 6,752.0000  |
| 5166 | Medicare                          | 1,215.0000  | 1,215.0000  | 1,215.0000  |

*Account Classification Total: 5100 - Personal Services*

\$105,499.00

\$105,499.00

\$105,499.00

*5200 - Supplies*

|      |                   |             |             |             |
|------|-------------------|-------------|-------------|-------------|
| 5201 | Office Supplies   | 800.0000    | 800.0000    | 800.0000    |
| 5203 | Computer Supplies | 200.0000    | 274.9900    | 200.0000    |
| 5208 | OSHA Supplies     | 12,000.0000 | 13,176.0800 | 14,000.0000 |

*Account Classification Total: 5200 - Supplies*

\$13,000.00

\$14,251.07

\$15,000.00

*5300 - Services*

|      |                                 |             |             |             |                                      |
|------|---------------------------------|-------------|-------------|-------------|--------------------------------------|
| 5321 | Professional Training           | 1,000.0000  | 1,000.0000  | 0.0000      | Training materials/train the trainer |
| 5322 | Conference/Reimb                | 500.0000    | 500.0000    | 0.0000      |                                      |
| 5323 | Publications                    | 400.0000    | 400.0000    | 400.0000    |                                      |
| 5324 | Professional Association Dues   | 450.0000    | 450.0000    | 500.0000    |                                      |
| 5336 | Medical Services/Physical Exams | 3,000.0000  | 3,116.0000  | 3,000.0000  |                                      |
| 5339 | Misc Contract Services          | 5,000.0000  | 5,000.0000  | 5,000.0000  |                                      |
| 5391 | Postage                         | 200.0000    | 200.0000    | 200.0000    |                                      |
| 5399 | Other Miscellaneous Services    | 18,000.0000 | 20,250.2900 | 19,000.0000 |                                      |

*Account Classification Total: 5300 - Services*

\$28,550.00

\$30,916.29

\$28,100.00

*5600 - Capital Purchases*

|      |                        |        |        |          |                                                      |
|------|------------------------|--------|--------|----------|------------------------------------------------------|
| 5631 | Furniture and Fixtures | 0.0000 | 0.0000 | 500.0000 | If assistant is approved - furniture will be needed. |
|------|------------------------|--------|--------|----------|------------------------------------------------------|

*Account Classification Total: 5600 - Capital Purchases*

\$0.00

\$0.00

\$500.00

**Department Total: 582 - Human Resources Department**

\$147,049.00

\$150,666.36

\$149,099.00

Department: 584 - Computer Department

5200 - Supplies

|      |                   |             |             |             |
|------|-------------------|-------------|-------------|-------------|
| 5201 | Office Supplies   | 500.0000    | 500.0000    | 250.0000    |
| 5203 | Computer Supplies | 12,500.0000 | 15,747.7700 | 12,750.0000 |

Account Classification Total: 5200 - Supplies \$13,000.00 \$16,247.77 \$13,000.00

5300 - Services

|      |                        |              |              |              |
|------|------------------------|--------------|--------------|--------------|
| 5311 | Utilities              | 800.0000     | 800.0000     | 800.0000     |
| 5339 | Misc Contract Services | 159,500.0000 | 159,515.0000 | 156,000.0000 |
| 5366 | Computer Maintenance   | 204,100.0000 | 204,400.0000 | 242,800.0000 |

Account Classification Total: 5300 - Services \$364,400.00 \$364,715.00 \$399,600.00

5600 - Capital Purchases

|      |                        |              |              |              |
|------|------------------------|--------------|--------------|--------------|
| 5631 | Furniture and Fixtures | 2,500.0000   | 2,500.0000   | 0.0000       |
| 5639 | Other Equipment        | 121,500.0000 | 121,500.0000 | 330,000.0000 |

Account Classification Total: 5600 - Capital Purchases \$124,000.00 \$124,000.00 \$330,000.00

Department Total: 584 - Computer Department \$501,400.00 \$504,962.77 \$742,600.00

Phone System approximately \$180,000. Contract up this year.



**Department: 593 - Clerk of Courts***5100 - Personal Services*

|      |                                   |             |             |             |
|------|-----------------------------------|-------------|-------------|-------------|
| 5101 | Salary-Elected Officials/Director | 69,369.0000 | 69,369.0000 | 69,369.0000 |
| 5102 | Wages-Staff                       | 82,158.0000 | 82,158.0000 | 79,659.0000 |
| 5104 | Wages-Part time                   | 25,113.0000 | 25,113.0000 | 25,113.0000 |
| 5106 | Longevity                         | 950.0000    | 950.0000    | 950.0000    |
| 5109 | HSA Employer Funding              | 8,000.0000  | 8,000.0000  | 12,000.0000 |
| 5151 | PERS Contribution                 | 24,163.0000 | 24,163.0000 | 24,163.0000 |
| 5161 | Group Insurance                   | 32,723.0000 | 32,723.0000 | 48,811.0000 |
| 5166 | Medicare                          | 2,575.0000  | 2,575.0000  | 2,539.0000  |

*Account Classification Total: 5100 - Personal Services*

\$245,051.00

\$245,051.00

\$262,604.00

*5200 - Supplies*

## Office Supplies

4,500.0000

4,985.6200

4,500.0000

*Account Classification Total: 5200 - Supplies*

\$4,500.00

\$4,985.62

\$4,500.00

*5300 - Services*

|      |                               |             |             |             |
|------|-------------------------------|-------------|-------------|-------------|
| 5321 | Professional Training         | 500.0000    | 500.0000    | 500.0000    |
| 5322 | Conference/Reimb              | 250.0000    | 250.0000    | 250.0000    |
| 5323 | Publications                  | 450.0000    | 450.0000    | 450.0000    |
| 5324 | Professional Association Dues | 350.0000    | 350.0000    | 350.0000    |
| 5332 | Legal Services                | 56,000.0000 | 61,000.0000 | 56,000.0000 |
| 5339 | Misc Contract Services        | 1,000.0000  | 1,000.0000  | 1,000.0000  |
| 5344 | Witness Fees                  | 250.0000    | 250.0000    | 250.0000    |
| 5362 | Equipment Maintenance         | 1,000.0000  | 1,000.0000  | 1,000.0000  |
| 5377 | Municipal Court               | 20,000.0000 | 20,000.0000 | 20,000.0000 |
| 5391 | Postage                       | 1,800.0000  | 1,800.0000  | 1,800.0000  |
| 5393 | L.E.A.D.S Terminal            | 600.0000    | 600.0000    | 600.0000    |
| 5399 | Other Miscellaneous Services  | 2,400.0000  | 2,445.0000  | 2,400.0000  |

*Account Classification Total: 5300 - Services*

\$84,600.00

\$89,645.00

\$84,600.00

**Department Total: 593 - Clerk of Courts**

\$334,151.00

\$339,681.62

\$351,704.00

**Department: 595 - General and Administrative***5100 - Personal Services*

|      |                           |              |              |              |
|------|---------------------------|--------------|--------------|--------------|
| 5164 | Workers Compensation      | 253,786.0000 | 253,786.0000 | 254,150.0000 |
| 5165 | Unemployment Compensation | 25,000.0000  | 25,000.0000  | 25,000.0000  |

*Account Classification Total: 5100 - Personal Services*

|  |              |              |              |
|--|--------------|--------------|--------------|
|  | \$278,786.00 | \$278,786.00 | \$279,150.00 |
|--|--------------|--------------|--------------|

*5200 - Supplies*

|      |                     |            |            |            |
|------|---------------------|------------|------------|------------|
| 5202 | Photo Copy Supplies | 3,500.0000 | 3,500.0000 | 3,500.0000 |
|------|---------------------|------------|------------|------------|

*Account Classification Total: 5200 - Supplies*

|  |            |            |            |
|--|------------|------------|------------|
|  | \$3,500.00 | \$3,500.00 | \$3,500.00 |
|--|------------|------------|------------|

*5300 - Services*

|      |                                 |              |              |              |
|------|---------------------------------|--------------|--------------|--------------|
| 5301 | Boards/Commissions              | 14,000.0000  | 15,221.8400  | 15,500.0000  |
| 5311 | Utilities                       | 175,000.0000 | 191,078.0100 | 195,000.0000 |
| 5324 | Professional Association Dues   | 24,000.0000  | 24,000.0000  | 26,000.0000  |
| 5351 | Liability Insurance Deductible  | 185,000.0000 | 185,000.0000 | 185,000.0000 |
| 5352 | Motor Vehicle Insurance         | 50,000.0000  | 50,000.0000  | 50,000.0000  |
| 5353 | Employee Fidelity Bond          | 2,000.0000   | 2,000.0000   | 2,000.0000   |
| 5361 | Building Repair/Maintenance     | 65,000.0000  | 80,849.0000  | 65,000.0000  |
| 5362 | Equipment Maintenance           | 2,500.0000   | 2,500.0000   | 2,500.0000   |
| 5371 | Election Expense                | 60,000.0000  | 60,000.0000  | 40,000.0000  |
| 5372 | Delinquent Tax Advertising      | 1,000.0000   | 1,000.0000   | 1,000.0000   |
| 5373 | Auditor/Treasurer Fees          | 8,000.0000   | 8,000.0000   | 8,500.0000   |
| 5391 | Postage                         | 8,500.0000   | 8,500.0000   | 8,500.0000   |
| 5394 | Taxes/Assessments-City Property | 45,000.0000  | 45,000.0000  | 60,000.0000  |
| 5399 | Other Miscellaneous Services    | 10,000.0000  | 10,000.0000  | 10,000.0000  |

*Account Classification Total: 5300 - Services*

|  |              |              |              |
|--|--------------|--------------|--------------|
|  | \$650,000.00 | \$683,148.85 | \$669,000.00 |
|--|--------------|--------------|--------------|

*5600 - Capital Purchases*

|      |                        |              |              |             |
|------|------------------------|--------------|--------------|-------------|
| 5611 | Buildings              | 278,000.0000 | 287,000.0000 | 0.0000      |
| 5631 | Furniture and Fixtures | 0.0000       | 0.0000       | 1,500.0000  |
| 5639 | Other Equipment        | 13,000.0000  | 13,000.0000  | 15,000.0000 |

*Account Classification Total: 5600 - Capital Purchases*

|  |              |              |             |
|--|--------------|--------------|-------------|
|  | \$291,000.00 | \$300,000.00 | \$16,500.00 |
|--|--------------|--------------|-------------|

**Department Total: 595 - General and Administrative**

|  |                |                |              |
|--|----------------|----------------|--------------|
|  | \$1,223,286.00 | \$1,265,434.85 | \$968,150.00 |
|--|----------------|----------------|--------------|

Department: 810 - Public Health and Welfare  
5300 - Services

|                                                   |                        |              |              |              |
|---------------------------------------------------|------------------------|--------------|--------------|--------------|
| 5376                                              | County Health Services | 302,552.0000 | 302,552.0000 | 319,733.0000 |
| Account Classification Total: 5300 - Services     |                        | \$302,552.00 | \$302,552.00 | \$319,733.00 |
| Department Total: 810 - Public Health and Welfare |                        | \$302,552.00 | \$302,552.00 | \$319,733.00 |

|                                        |  |                 |                 |                 |
|----------------------------------------|--|-----------------|-----------------|-----------------|
| EXPENSES Total                         |  | \$20,047,511.00 | \$20,738,335.95 | \$20,053,276.00 |
| Fund EXPENSE Total: 110 - General Fund |  | \$20,047,511.00 | \$20,738,335.95 | \$20,053,276.00 |

| Account Number                                 | Account Description                                           | 2017 Actual Amount | 2018 Adopted Budget | 2018 Amended Budget | 2019 Department Entry | Department Entry Comments |
|------------------------------------------------|---------------------------------------------------------------|--------------------|---------------------|---------------------|-----------------------|---------------------------|
| <b>Fund: 211 - Computerized Needs (courts)</b> |                                                               |                    |                     |                     |                       |                           |
| <b>EXPENSES</b>                                |                                                               |                    |                     |                     |                       |                           |
| <b>Department: 000 - General</b>               |                                                               |                    |                     |                     |                       |                           |
| <b>5200 - Supplies</b>                         |                                                               |                    |                     |                     |                       |                           |
| 5201                                           | Office Supplies                                               | 0.0000             | 4,000.0000          | 4,000.0000          | 4,000.0000            |                           |
| 5203                                           | Computer Supplies                                             | 9,551.8800         | 12,000.0000         | 12,607.7700         | 12,000.0000           |                           |
|                                                | <b>Account Classification Total: 5200 - Supplies</b>          | <b>\$9,551.88</b>  | <b>\$16,000.00</b>  | <b>\$16,607.77</b>  | <b>\$16,000.00</b>    |                           |
| <b>5300 - Services</b>                         |                                                               |                    |                     |                     |                       |                           |
| 5366                                           | Computer Maintenance                                          | 6,784.9400         | 12,000.0000         | 12,000.0000         | 12,000.0000           |                           |
| 5399                                           | Other Miscellaneous Services                                  | 1,754.7900         | 15,000.0000         | 15,151.2300         | 15,000.0000           |                           |
|                                                | <b>Account Classification Total: 5300 - Services</b>          | <b>\$8,539.73</b>  | <b>\$27,000.00</b>  | <b>\$27,151.23</b>  | <b>\$27,000.00</b>    |                           |
| <b>5600 - Capital Purchases</b>                |                                                               |                    |                     |                     |                       |                           |
| 5639                                           | Other Equipment                                               | 5,898.0000         | 12,000.0000         | 12,000.0000         | 15,000.0000           |                           |
|                                                | <b>Account Classification Total: 5600 - Capital Purchases</b> | <b>\$5,898.00</b>  | <b>\$12,000.00</b>  | <b>\$12,000.00</b>  | <b>\$15,000.00</b>    |                           |
|                                                | <b>Department Total: 000 - General</b>                        | <b>\$23,989.61</b> | <b>\$55,000.00</b>  | <b>\$55,759.00</b>  | <b>\$58,000.00</b>    |                           |
|                                                | <b>EXPENSES Total</b>                                         | <b>\$23,989.61</b> | <b>\$55,000.00</b>  | <b>\$55,759.00</b>  | <b>\$58,000.00</b>    |                           |
| <b>Fund EXPENSE</b>                            | <b>Total: 211 - Computerized Needs (courts)</b>               | <b>\$23,989.61</b> | <b>\$55,000.00</b>  | <b>\$55,759.00</b>  | <b>\$58,000.00</b>    |                           |

## Fund: 220 - Income Tax Fund

## EXPENSES

## Department: 564 - Income Tax Division

## 5100 - Personal Services

|      |                                   |             |             |             |             |
|------|-----------------------------------|-------------|-------------|-------------|-------------|
| 5101 | Salary-Elected Officials/Director | 61,261.5300 | 65,647.0000 | 65,647.0000 | 52,096.0000 |
| 5106 | Longevity                         | 600.0000    | 600.0000    | 600.0000    | 600.0000    |
| 5109 | HSA Employer Funding              | 2,000.0000  | 2,000.0000  | 2,000.0000  | 2,000.0000  |
| 5151 | PERS Contribution                 | 8,635.2600  | 9,275.0000  | 9,275.0000  | 7,378.0000  |
| 5161 | Group Insurance                   | 7,248.2400  | 7,118.0000  | 7,118.0000  | 7,118.0000  |
| 5164 | Workers Compensation              | 2,078.1100  | 2,222.0000  | 2,222.0000  | 1,767.0000  |

## Account Classification Total: 5100 - Personal Services

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| \$81,823.14 | \$86,862.00 | \$86,862.00 | \$70,959.00 |
|-------------|-------------|-------------|-------------|

## 5200 - Supplies

|      |                   |          |          |          |          |
|------|-------------------|----------|----------|----------|----------|
| 5201 | Office Supplies   | 332.0800 | 250.0000 | 250.0000 | 250.0000 |
| 5203 | Computer Supplies | 245.6900 | 350.0000 | 350.0000 | 350.0000 |

## Account Classification Total: 5200 - Supplies

|          |          |          |          |
|----------|----------|----------|----------|
| \$577.77 | \$600.00 | \$600.00 | \$600.00 |
|----------|----------|----------|----------|

## 5300 - Services

|      |                               |            |             |             |             |
|------|-------------------------------|------------|-------------|-------------|-------------|
| 5322 | Conference/Reimb              | 497.6000   | 700.0000    | 700.0000    | 1,000.0000  |
| 5323 | Publications                  | 140.0000   | 200.0000    | 200.0000    | 200.0000    |
| 5324 | Professional Association Dues | 25.0000    | 25.0000     | 25.0000     | 525.0000    |
| 5339 | Misc Contract Services        | 0.0000     | 75,000.0000 | 75,000.0000 | 15,000.0000 |
| 5353 | Employee Fidelity Bond        | 75.0000    | 75.0000     | 75.0000     | 75.0000     |
| 5362 | Equipment Maintenance         | 195.9000   | 300.0000    | 300.0000    | 300.0000    |
| 5373 | Auditor/Treasurer Fees        | 598.6500   | 1,500.0000  | 1,500.0000  | 3,000.0000  |
| 5379 | Other Governmental Billings   | 5,099.5100 | 7,500.0000  | 7,500.0000  | 10,000.0000 |
| 5391 | Postage                       | 80.1100    | 1,000.0000  | 1,000.0000  | 600.0000    |

## Account Classification Total: 5300 - Services

|            |             |             |             |
|------------|-------------|-------------|-------------|
| \$6,711.77 | \$86,300.00 | \$86,300.00 | \$30,700.00 |
|------------|-------------|-------------|-------------|

## 5500 - Transfers/Other

|      |                             |              |                |                |                |
|------|-----------------------------|--------------|----------------|----------------|----------------|
| 5519 | Miscellaneous Costs         | 6,663.5000   | 6,000.0000     | 6,000.0000     | 6,000.0000     |
| 5529 | Miscellaneous Distributions | 366,666.4400 | 750,000.0000   | 750,000.0000   | 800,000.0000   |
| 5530 | Enterprise Zone Payment     | (0.0200)     | 1,000,000.0000 | 1,000,000.0000 | 1,500,000.0000 |

## Account Classification Total: 5500 - Transfers/Other

|              |                |                |                |
|--------------|----------------|----------------|----------------|
| \$373,329.92 | \$1,756,000.00 | \$1,756,000.00 | \$2,306,000.00 |
|--------------|----------------|----------------|----------------|

## 5600 - Capital Purchases

|      |                 |        |            |            |        |
|------|-----------------|--------|------------|------------|--------|
| 5639 | Other Equipment | 0.0000 | 3,000.0000 | 3,000.0000 | 0.0000 |
|------|-----------------|--------|------------|------------|--------|

## Account Classification Total: 5600 - Capital Purchases

|        |            |            |        |
|--------|------------|------------|--------|
| \$0.00 | \$3,000.00 | \$3,000.00 | \$0.00 |
|--------|------------|------------|--------|

## Department Total: 564 - Income Tax Division

|              |                |                |                |
|--------------|----------------|----------------|----------------|
| \$462,442.60 | \$1,932,762.00 | \$1,932,762.00 | \$2,408,259.00 |
|--------------|----------------|----------------|----------------|

## Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

|                                                     |  |                                                        |                |                              |                |
|-----------------------------------------------------|--|--------------------------------------------------------|----------------|------------------------------|----------------|
| Fund: 240 - Police Pension Fund                     |  | EXPENSES Total                                         |                | Total: 220 - Income Tax Fund |                |
| EXPENSES                                            |  | \$462,442.60                                           | \$1,932,762.00 | \$1,932,762.00               | \$2,408,259.00 |
| 5100 - Personal Services                            |  | \$462,442.60                                           | \$1,932,762.00 | \$1,932,762.00               | \$2,408,259.00 |
| Department: 000 - General                           |  |                                                        |                |                              |                |
| EXPENSES                                            |  |                                                        |                |                              |                |
| 5152                                                |  | PRDPF Contribution                                     | 190,000.0000   | 160,000.0000                 | 160,000.0000   |
| 5500 - Transfer/Other                               |  | Account Classification Total: 5100 - Personal Services | \$190,000.00   | \$160,000.00                 | \$160,000.00   |
| 5519                                                |  | Miscellaneous Costs                                    | 2,694,6700     | 3,000.0000                   | 3,000.0000     |
| Account Classification Total: 5500 - Transfer/Other |  |                                                        | \$2,694.67     | \$3,000.00                   | \$3,000.00     |
| Department Total: 000 - General                     |  |                                                        | \$192,694.67   | \$163,000.00                 | \$163,000.00   |
| EXPENSES Total                                      |  |                                                        | \$192,694.67   | \$163,000.00                 | \$163,000.00   |
|                                                     |  |                                                        |                |                              | \$203,000.00   |

## Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

|                                 |                                                        |                                           |                |                |                |
|---------------------------------|--------------------------------------------------------|-------------------------------------------|----------------|----------------|----------------|
|                                 |                                                        | EXPENSES Total                            |                |                |                |
|                                 |                                                        | \$462,442.60                              | \$1,932,762.00 | \$1,932,762.00 | \$2,408,259.00 |
| Fund: 240 - Police Pension Fund |                                                        | Fund EXPENSE Total: 220 - Income Tax Fund |                |                |                |
|                                 |                                                        | \$462,442.60                              | \$1,932,762.00 | \$1,932,762.00 | \$2,408,259.00 |
| EXPENSES                        |                                                        |                                           |                |                |                |
| Department: 000 - General       |                                                        |                                           |                |                |                |
| 5100 - Personal Services        |                                                        |                                           |                |                |                |
| 5152                            | PPDPF Contribution                                     | 190,000.0000                              | 160,000.0000   | 160,000.0000   | 200,000.0000   |
| 5500 - Transfers/Other          | Account Classification Total: 5100 - Personal Services | \$190,000.00                              | \$160,000.00   | \$160,000.00   | \$200,000.00   |
| 5519                            | Miscellaneous Costs                                    | 2,694.6700                                | 3,000.0000     | 3,000.0000     | 3,000.0000     |
|                                 | Account Classification Total: 5500 - Transfers/Other   | \$2,694.67                                | \$3,000.00     | \$3,000.00     | \$3,000.00     |
|                                 | Department Total: 000 - General                        | \$192,694.67                              | \$163,000.00   | \$163,000.00   | \$203,000.00   |
|                                 | EXPENSES Total                                         | \$192,694.67                              | \$163,000.00   | \$163,000.00   | \$203,000.00   |
|                                 | Fund EXPENSE Total: 240 - Police Pension Fund          | \$192,694.67                              | \$163,000.00   | \$163,000.00   | \$203,000.00   |

Fund: 250 - Sewer Capacity Fund

EXPENSES

Department: 000 - General

Project: 0080 - Cobblestone/Windsor

5300 - Services

5373 Auditor/Treasurer Fees

192,720.00 0.000 0.000 250,000

Account Classification Total: 5373 - Services

Project Total: 0080 - Cobblestone/Windsor

\$192,720.00 \$0.00 \$0.00 \$250.00

Project: 0093 - Pleasantview Hgt Sanitary Sewer

5300 - Services

5373 Auditor/Treasurer Fees

12,220.00 0.000 0.000 250,000

Account Classification Total: 5373 - Services

Project Total: 0093 - Pleasantview Hgt Sanitary Sewer

\$12,220.00 \$0.00 \$0.00 \$250.00

Department Total: 000 - General

\$204,940.00 \$0.00 \$0.00 \$500.00

Department: 736 - Wastewater Division

5300 - Services

5373 Auditor/Treasurer Fees

0.000 250,000 250,000 0.000

Account Classification Total: 5373 - Services

Department Total: 736 - Wastewater Division

\$0.00 \$250.00 \$250.00 \$0.00

Department: 991 - Debt Service

5400 - Debt Service

5414 G. O. Bond-Principal

56,550,230.00 58,260,000.00 58,260,000.00 60,020,000.00

5424 G. O. Bond-Interest

7,627,390.00 5,918,000.00 5,918,000.00 4,158,000.00

Account Classification Total: 5400 - Debt Service

Department Total: 991 - Debt Service

\$64,177,620.00 \$64,178,000.00 \$64,178,000.00 \$64,178,000.00

EXPENSES Total

\$64,382,960.00 \$64,428,000.00 \$64,428,000.00 \$64,678,000.00

Fund EXPENSE Total: 250 - Sewer Capacity Fund

\$64,382,960.00 \$64,428,000.00 \$64,428,000.00 \$64,678,000.00



## EXPENSES

5100 - Personal Services

5100 - Personal Services

5200 - Supplies

Account Classification Total: 5100 - Personal Services

5300 - Services

Account Classification Total: 5200 - Supplies

5600 - Capital Purchases

Account Classification Total: 5300 - Services

## Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

Fund: 310 - General Debt Retirement Fund

## EXPENSES

Department: 991 - Debt Service

5400 - Debt Service

5401

Registrar/Agent/Bank Fees

0.0000

0.0000

174,002.3200

0.0000

5414

G. O. Bond-Principal

1,382,498.0600

1,482,498.0000

1,490,265.0900

1,886,890.0000

5424

G. O. Bond-Interest

194,313.0000

163,188.0000

528,280.5000

1,236,933.0000

5500 - Transfers/Other

Account Classification Total: 5400 - Debt Service

\$1,576,811.06

\$1,645,686.00

\$2,197,547.91

\$3,123,823.00

5519

Miscellaneous Costs

0.0000

0.0000

380,240.0000

0.0000

Account Classification Total: 5500 - Transfers/Other

\$0.00

\$0.00

\$380,240.00

\$0.00

Department Total: 991 - Debt Service

\$1,576,811.06

\$1,645,686.00

\$2,577,787.91

\$3,123,823.00

EXPENSES Total

\$1,576,811.06

\$1,645,686.00

\$2,577,787.91

\$3,123,823.00

Fund EXPENSE

Total: 310 - General Debt Retirement Fund

\$1,576,811.06

\$1,645,686.00

\$2,577,787.91

\$3,123,823.00

Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

Fund: 330 - Taylor Sq Tier Debt Retirement

EXPENSES

Department: 991 - Debt Service

5400 - Debt Service

|                                                          |                      |              |              |              |              |
|----------------------------------------------------------|----------------------|--------------|--------------|--------------|--------------|
| 5414                                                     | G. O. Bond-Principal | 495,000.0000 | 500,000.0000 | 500,000.0000 | 510,000.0000 |
| 5424                                                     | G. O. Bond-Interest  | 79,382.1000  | 68,675.0000  | 68,675.0000  | 57,860.0000  |
| Account Classification Total: 5400 - Debt Service        |                      | \$574,382.10 | \$568,675.00 | \$568,675.00 | \$567,860.00 |
| Department Total: 991 - Debt Service                     |                      | \$574,382.10 | \$568,675.00 | \$568,675.00 | \$567,860.00 |
| EXPENSES Total                                           |                      | \$574,382.10 | \$568,675.00 | \$568,675.00 | \$567,860.00 |
| Fund EXPENSE Total: 330 - Taylor Sq Tier Debt Retirement |                      | \$574,382.10 | \$568,675.00 | \$568,675.00 | \$567,860.00 |

## Fund: 710 - Water Fund

## EXPENSES

## Department: 735 - Water Division

## 5100 - Personal Services

|      |                                   |              |              |              |              |
|------|-----------------------------------|--------------|--------------|--------------|--------------|
| 5101 | Salary-Elected Officials/Director | 41,616.3800  | 36,575.0000  | 36,575.0000  | 36,575.0000  |
| 5102 | Wages-Staff                       | 205,756.0300 | 224,540.0000 | 224,540.0000 | 224,541.0000 |
| 5105 | Overtime                          | 16,228.5100  | 15,400.0000  | 15,400.0000  | 15,400.0000  |
| 5106 | Longevity                         | 500.0000     | 500.0000     | 500.0000     | 950.0000     |
| 5109 | HSA Employer Funding              | 15,083.3400  | 15,000.0000  | 15,000.0000  | 15,000.0000  |
| 5151 | PERS Contribution                 | 34,423.9300  | 38,432.0000  | 38,432.0000  | 38,495.0000  |
| 5161 | Group Insurance                   | 53,732.5700  | 59,193.0000  | 59,193.0000  | 59,535.0000  |
| 5164 | Workers Compensation              | 9,741.8000   | 9,291.0000   | 9,291.0000   | 9,306.0000   |
| 5166 | Medicare                          | 3,692.1100   | 3,213.0000   | 3,213.0000   | 3,212.0000   |

|                 |                                                        |              |              |              |              |
|-----------------|--------------------------------------------------------|--------------|--------------|--------------|--------------|
| 5200 - Supplies | Account Classification Total: 5100 - Personal Services | \$380,774.67 | \$402,144.00 | \$402,144.00 | \$403,014.00 |
|-----------------|--------------------------------------------------------|--------------|--------------|--------------|--------------|

|      |                                  |             |             |             |             |
|------|----------------------------------|-------------|-------------|-------------|-------------|
| 5201 | Office Supplies                  | 2,777.0300  | 5,500.0000  | 5,500.0000  | 5,500.0000  |
| 5203 | Computer Supplies                | 235.6300    | 800.0000    | 800.0000    | 7,500.0000  |
| 5213 | Repair and Maintenance Supplies  | 2,915.3200  | 10,000.0000 | 10,234.1100 | 10,000.0000 |
| 5241 | Uniforms-Purchased               | 2,067.9300  | 2,500.0000  | 2,522.5000  | 3,500.0000  |
| 5251 | MV Gas and Oil                   | 5,789.7400  | 12,000.0000 | 12,861.6900 | 14,000.0000 |
| 5252 | Aggregates                       | 23,281.6600 | 37,500.0000 | 40,022.4200 | 38,500.0000 |
| 5259 | Operating Materials and Supplies | 69,042.1000 | 60,000.0000 | 60,634.3100 | 65,000.0000 |
| 5263 | Meters-Resale                    | 0.0000      | 20,000.0000 | 20,000.0000 | 20,000.0000 |

|                 |                                               |              |              |              |              |
|-----------------|-----------------------------------------------|--------------|--------------|--------------|--------------|
| 5300 - Services | Account Classification Total: 5200 - Supplies | \$106,109.41 | \$148,300.00 | \$152,575.03 | \$164,000.00 |
|-----------------|-----------------------------------------------|--------------|--------------|--------------|--------------|

|      |                                 |                |                |                |                |
|------|---------------------------------|----------------|----------------|----------------|----------------|
| 5311 | Utilities                       | 5,345.8900     | 10,000.0000    | 10,519.1000    | 14,000.0000    |
| 5321 | Professional Training           | 1,261.8300     | 2,000.0000     | 2,020.0000     | 3,000.0000     |
| 5322 | Conference/Reimb                | 73.5000        | 500.0000       | 500.0000       | 500.0000       |
| 5323 | Publications                    | 0.0000         | 200.0000       | 200.0000       | 200.0000       |
| 5324 | Professional Association Dues   | 150.0000       | 360.0000       | 360.0000       | 360.0000       |
| 5325 | Educational Assistance          | 0.0000         | 500.0000       | 500.0000       | 500.0000       |
| 5331 | Engineering/Architecture        | 4,545.3700     | 17,500.0000    | 17,726.6000    | 15,000.0000    |
| 5339 | Misc Contract Services          | 27,711.8400    | 40,000.0000    | 41,370.7000    | 45,000.0000    |
| 5351 | Liability/ Insurance Deductible | 4,000.0000     | 4,000.0000     | 4,000.0000     | 4,500.0000     |
| 5352 | Motor Vehicle Insurance         | 2,500.0000     | 2,500.0000     | 2,500.0000     | 2,750.0000     |
| 5361 | Building Repair/Maintenance     | 1,009.5000     | 8,000.0000     | 8,000.0000     | 2,000.0000     |
| 5362 | Equipment Maintenance           | 1,163.7300     | 3,900.0000     | 3,900.0000     | 8,000.0000     |
| 5363 | MV Repair/Maintenance-External  | 0.0000         | 1,000.0000     | 1,000.0000     | 1,000.0000     |
| 5364 | MV Repair/Maintenance-Internal  | 4,216.2800     | 6,000.0000     | 6,000.0000     | 6,000.0000     |
| 5365 | Utility Line Repair/Maintenance | 38,188.8000    | 37,500.0000    | 42,680.0000    | 38,000.0000    |
| 5366 | Computer Maintenance            | 13,027.9700    | 12,500.0000    | 12,500.0000    | 12,500.0000    |
| 5376 | Columbus Contract               | 4,335,099.8500 | 4,888,884.0000 | 5,411,923.7800 | 5,035,550.0000 |
| 5379 | Other Governmental Billings     | 13,460.6400    | 15,000.0000    | 15,000.0000    | 15,000.0000    |
| 5391 | Postage                         | 5,617.2200     | 15,500.0000    | 15,500.0000    | 15,500.0000    |
| 5397 | Uniform Rental                  | 1,160.9500     | 0.0000         | 0.0000         | 0.0000         |
| 5399 | Other Miscellaneous Services    | 155,486.1400   | 75,000.0000    | 75,205.1300    | 250,000.0000   |

|                          |                                                      |                |                |                |                |
|--------------------------|------------------------------------------------------|----------------|----------------|----------------|----------------|
| 5500 - Transfers/Other   | Account Classification Total: 5300 - Services        | \$4,614,019.51 | \$5,140,844.00 | \$5,671,405.31 | \$5,469,360.00 |
| 5592                     | Consumer on Account                                  | 0.0000         | 0.0000         | 0.0000         | 0.0000         |
| 5600 - Capital Purchases | Account Classification Total: 5500 - Transfers/Other | \$0.00         | \$0.00         | \$0.00         | \$0.00         |

|      |                         |          |             |             |             |
|------|-------------------------|----------|-------------|-------------|-------------|
| 5631 | Furniture and Fixtures  | 0.0000   | 1,000.0000  | 1,000.0000  | 1,000.0000  |
| 5632 | Motor Vehicles          | 0.0000   | 87,500.0000 | 87,500.0000 | 90,000.0000 |
| 5633 | Machinery and Equipment | 714.5000 | 40,000.0000 | 40,000.0000 | 50,000.0000 |

**Attachment: 2019 Council 11092019 (2019 Budget Appropriations)**

|                                                               |                 |                |                |                |                |
|---------------------------------------------------------------|-----------------|----------------|----------------|----------------|----------------|
| 5639                                                          | Other Equipment | 60,000.0000    | 125,000.0000   | 125,000.0000   | 150,000.0000   |
| <i>Account Classification Total: 5600 - Capital Purchases</i> |                 | \$60,714.50    | \$253,500.00   | \$253,500.00   | \$291,000.00   |
| <i>Department Total: 735 - Water Division</i>                 |                 | \$5,161,618.09 | \$5,944,788.00 | \$6,479,624.34 | \$6,327,374.00 |

## Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

|                                                          |                           |                       |                       |                       |                       |  |  |
|----------------------------------------------------------|---------------------------|-----------------------|-----------------------|-----------------------|-----------------------|--|--|
| <b>Department: 991 - Debt Service</b>                    |                           |                       |                       |                       |                       |  |  |
| <b>5400 - Debt Service</b>                               |                           |                       |                       |                       |                       |  |  |
| 5401                                                     | Registrar/Agent/Bank Fees | 16,530.0000           | 0.0000                | 0.0000                | 0.0000                |  |  |
| 5414                                                     | G. O. Bond Principal      | 316,169.7300          | 310,827.0000          | 310,827.0000          | 320,649.0000          |  |  |
| 5424                                                     | G. O. Bond-Interest       | 49,853.4700           | 54,930.0000           | 54,930.0000           | 47,109.0000           |  |  |
| <i>Account Classification Total: 5400 - Debt Service</i> |                           | <i>\$382,553.20</i>   | <i>\$365,757.00</i>   | <i>\$365,757.00</i>   | <i>\$367,758.00</i>   |  |  |
| <b>Department Total: 991 - Debt Service</b>              |                           | <b>\$382,553.20</b>   | <b>\$365,757.00</b>   | <b>\$365,757.00</b>   | <b>\$367,758.00</b>   |  |  |
| <b>EXPENSES Total</b>                                    |                           | <b>\$5,544,171.29</b> | <b>\$6,310,545.00</b> | <b>\$6,845,381.34</b> | <b>\$6,695,132.00</b> |  |  |
| <b>Fund EXPENSE Total: 710 - Water Fund</b>              |                           | <b>\$5,544,171.29</b> | <b>\$6,310,545.00</b> | <b>\$6,845,381.34</b> | <b>\$6,695,132.00</b> |  |  |
| <b>Fund: 720 - Wastewater/Sewer Fund</b>                 |                           |                       |                       |                       |                       |  |  |

## EXPENSES

## Department: 736 - Wastewater Division

## 5100 - Personal Services

|      |                                   |              |              |              |              |
|------|-----------------------------------|--------------|--------------|--------------|--------------|
| 5101 | Salary-Elected Officials/Director | 41,616.1100  | 36,575.0000  | 36,575.0000  | 36,575.0000  |
| 5102 | Wages-Staff                       | 196,182.9400 | 227,418.0000 | 227,418.0000 | 228,894.0000 |
| 5105 | Overtime                          | 839.9500     | 3,500.0000   | 3,500.0000   | 3,500.0000   |
| 5106 | Longevity                         | 0.0000       | 450.0000     | 450.0000     | 450.0000     |
| 5109 | HSA Employer Funding              | 20,083.3300  | 15,000.0000  | 15,000.0000  | 13,000.0000  |
| 5151 | PERS Contribution                 | 33,184.7300  | 37,162.0000  | 37,162.0000  | 37,006.0000  |
| 5161 | Group Insurance                   | 62,523.1600  | 59,259.0000  | 59,259.0000  | 52,873.0000  |
| 5164 | Workers Compensation              | 8,318.3400   | 8,986.0000   | 8,986.0000   | 9,033.0000   |
| 5166 | Medicare                          | 3,346.9500   | 3,257.0000   | 3,257.0000   | 3,227.0000   |

## 5200 - Supplies

## Account Classification Total: 5100 - Personal Services

\$366,095.51      \$391,607.00      \$391,607.00      \$384,518.00

|      |                                  |            |             |             |             |
|------|----------------------------------|------------|-------------|-------------|-------------|
| 5201 | Office Supplies                  | 2,926.8700 | 5,500.0000  | 5,500.0000  | 5,500.0000  |
| 5203 | Computer Supplies                | 235.5500   | 800.0000    | 800.0000    | 7,500.0000  |
| 5213 | Repair and Maintenance Supplies  | 44.0000    | 2,000.0000  | 20,391.0100 | 2,500.0000  |
| 5241 | Uniforms-Purchased               | 2,144.0000 | 2,500.0000  | 2,522.5000  | 2,500.0000  |
| 5251 | MV Gas and Oil                   | 5,755.7400 | 12,000.0000 | 12,861.6900 | 14,500.0000 |
| 5252 | Aggregates                       | 0.0000     | 750.0000    | 750.0000    | 4,500.0000  |
| 5259 | Operating Materials and Supplies | 6,618.7400 | 60,000.0000 | 60,308.1100 | 65,000.0000 |

## 5300 - Services

## Account Classification Total: 5200 - Supplies

\$17,724.90      \$83,550.00      \$103,123.31      \$102,000.00

|      |                                 |                |                |                |                |
|------|---------------------------------|----------------|----------------|----------------|----------------|
| 5311 | Utilities                       | 8,321.1700     | 11,000.0000    | 12,085.2600    | 12,000.0000    |
| 5321 | Professional Training           | 176.8300       | 2,000.0000     | 2,020.0000     | 3,000.0000     |
| 5322 | Conference/Reimb                | 73.5000        | 500.0000       | 500.0000       | 500.0000       |
| 5324 | Professional Association Dues   | 167.0000       | 160.0000       | 160.0000       | 350.0000       |
| 5325 | Educational Assistance          | 0.0000         | 500.0000       | 500.0000       | 500.0000       |
| 5331 | Engineering/Architecture        | 2,218.8400     | 15,000.0000    | 15,000.0000    | 18,500.0000    |
| 5339 | Misc Contract Services          | 20,424.8900    | 40,000.0000    | 41,370.6900    | 40,000.0000    |
| 5351 | Liability Insurance Deductible  | 1,500.0000     | 1,500.0000     | 1,500.0000     | 1,750.0000     |
| 5352 | Motor Vehicle Insurance         | 2,900.0000     | 2,900.0000     | 2,900.0000     | 3,000.0000     |
| 5361 | Building Repair/Maintenance     | 670.2200       | 9,000.0000     | 9,000.0000     | 9,000.0000     |
| 5362 | Equipment Maintenance           | 1,163.7400     | 3,000.0000     | 3,000.0000     | 3,000.0000     |
| 5363 | MV Repair/Maintenance-External  | 0.0000         | 1,000.0000     | 1,000.0000     | 1,000.0000     |
| 5364 | MV Repair/Maintenance-Internal  | 4,216.2500     | 6,000.0000     | 6,000.0000     | 6,000.0000     |
| 5365 | Utility Line Repair/Maintenance | 84,488.2300    | 85,000.0000    | 100,350.3500   | 115,000.0000   |
| 5366 | Computer Maintenance            | 12,947.5300    | 13,500.0000    | 13,500.0000    | 15,000.0000    |
| 5378 | Columbus Contract               | 4,484,248.0100 | 4,740,042.0000 | 4,875,793.9900 | 4,882,245.0000 |
| 5391 | Postage                         | 5,617.2000     | 15,500.0000    | 15,500.0000    | 12,000.0000    |
| 5397 | Uniform Rental                  | 485.4400       | 1,600.0000     | 1,600.0000     | 0.0000         |
| 5399 | Other Miscellaneous Services    | 116,748.2900   | 75,000.0000    | 75,205.1400    | 250,000.0000   |

## 5600 - Capital Purchases

## Account Classification Total: 5300 - Services

\$4,746,367.14      \$5,023,202.00      \$5,176,985.43      \$5,372,845.00

|      |                         |             |             |             |              |
|------|-------------------------|-------------|-------------|-------------|--------------|
| 5631 | Furniture and Fixtures  | 0.0000      | 1,000.0000  | 1,000.0000  | 1,000.0000   |
| 5632 | Motor Vehicles          | 0.0000      | 87,500.0000 | 87,500.0000 | 90,000.0000  |
| 5633 | Machinery and Equipment | 2,929.6700  | 40,000.0000 | 40,000.0000 | 50,000.0000  |
| 5639 | Other Equipment         | 60,000.0000 | 0.0000      | 85,000.0000 | 150,000.0000 |

## Account Classification Total: 5600 - Capital Purchases

\$62,929.67      \$128,500.00      \$121,500.00      \$291,000.00

## Department Total: 736 - Wastewater Division

\$5,193,117.22      \$5,626,659.00      \$5,885,225.74      \$6,150,363.00

## Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

|                                                   |                      |  |                |                |                |                |  |
|---------------------------------------------------|----------------------|--|----------------|----------------|----------------|----------------|--|
| Department: 991 - Debt Service                    |                      |  |                |                |                |                |  |
| 5400 - Debt Service                               |                      |  |                |                |                |                |  |
| 5414                                              | G. O. Bond-Principal |  | 94,500.0000    | 35,300.0000    | 35,300.0000    | 36,200.0000    |  |
| 5424                                              | G. O. Bond-Interest  |  | 8,080.9800     | 4,624.0000     | 4,624.0000     | 3,745.0000     |  |
| Account Classification Total: 5400 - Debt Service |                      |  | \$102,580.98   | \$39,924.00    | \$39,924.00    | \$39,945.00    |  |
| Department Total: 991 - Debt Service              |                      |  | \$102,580.98   | \$39,924.00    | \$39,924.00    | \$39,945.00    |  |
| EXPENSES Total                                    |                      |  | \$5,295,698.20 | \$5,666,783.00 | \$5,925,149.74 | \$6,190,308.00 |  |
| Fund EXPENSE Total: 720 - Wastewater/Sewer Fund   |                      |  | \$5,295,698.20 | \$5,666,783.00 | \$5,925,149.74 | \$6,190,308.00 |  |



## Fund: 740 - Storm Water Drainage Fund

## EXPENSES

## Department: 737 - Storm Water Division

## 5100 - Personal Services

|      |                      |              |              |              |              |
|------|----------------------|--------------|--------------|--------------|--------------|
| 5102 | Wages-Staff          | 198,908.4400 | 186,532.0000 | 186,532.0000 | 186,532.0000 |
| 5105 | Overtime             | 414.3400     | 4,900.0000   | 4,900.0000   | 4,900.0000   |
| 5106 | Longevity            | 1,350.0000   | 1,350.0000   | 1,350.0000   | 1,400.0000   |
| 5109 | HSA Employer Funding | 12,000.0000  | 16,000.0000  | 16,000.0000  | 15,000.0000  |
| 5151 | PERS Contribution    | 24,169.7100  | 26,989.0000  | 26,989.0000  | 26,996.0000  |
| 5161 | Group Insurance      | 46,263.0600  | 64,498.0000  | 64,498.0000  | 60,117.0000  |
| 5164 | Workers Compensation | 6,031.8800   | 6,466.0000   | 6,466.0000   | 6,467.0000   |
| 5166 | Medicare             | 1,675.8700   | 2,795.0000   | 2,795.0000   | 2,796.0000   |

## 5200 - Supplies

|      |                                  |             |             |             |             |
|------|----------------------------------|-------------|-------------|-------------|-------------|
| 5201 | Office Supplies                  | 1,622.9400  | 6,500.0000  | 6,742.3500  | 6,500.0000  |
| 5203 | Computer Supplies                | 2,416.1800  | 750.0000    | 750.0000    | 750.0000    |
| 5205 | Small Tools/Minor Equipment      | 634.3000    | 1,000.0000  | 1,000.0000  | 1,000.0000  |
| 5241 | Uniforms-Purchased               | 271.4300    | 750.0000    | 750.0000    | 1,000.0000  |
| 5251 | MV Gas and Oil                   | 3,777.9600  | 6,500.0000  | 6,766.5200  | 7,000.0000  |
| 5252 | Aggregates                       | 136.5000    | 750.0000    | 750.0000    | 750.0000    |
| 5259 | Operating Materials and Supplies | 13,988.9700 | 20,000.0000 | 20,035.0000 | 30,000.0000 |

## 5300 - Services

|      |                                 |              |              |              |              |
|------|---------------------------------|--------------|--------------|--------------|--------------|
| 5311 | Utilities                       | 3,647.8300   | 8,000.0000   | 8,619.7700   | 8,000.0000   |
| 5321 | Professional Training           | 235.0000     | 400.0000     | 400.0000     | 400.0000     |
| 5322 | Conference/Reimb                | 10.0000      | 20.0000      | 20.0000      | 20.0000      |
| 5324 | Professional Association Dues   | 141.0000     | 220.0000     | 220.0000     | 220.0000     |
| 5331 | Engineering/Architecture        | 130.1300     | 8,000.0000   | 8,000.0000   | 8,000.0000   |
| 5339 | Misc Contract Services          | 31,840.7800  | 47,250.0000  | 47,859.8700  | 47,250.0000  |
| 5351 | Liability Insurance Deductible  | 1,249.5000   | 2,250.0000   | 2,250.0000   | 2,250.0000   |
| 5352 | Motor Vehicle Insurance         | 1,750.0000   | 2,750.0000   | 2,750.0000   | 2,750.0000   |
| 5361 | Building Repair/Maintenance     | 2,490.1000   | 5,000.0000   | 5,000.0000   | 5,000.0000   |
| 5364 | MV Repair/Maintenance-Internal  | 1,557.4300   | 4,500.0000   | 4,500.0000   | 4,500.0000   |
| 5365 | Utility Line Repair/Maintenance | 0.0000       | 7,500.0000   | 7,500.0000   | 8,500.0000   |
| 5378 | Columbus Contract               | 721,828.1100 | 825,000.0000 | 886,507.6800 | 875,000.0000 |
| 5391 | Postage                         | 5,009.0100   | 22,000.0000  | 22,000.0000  | 22,000.0000  |
| 5397 | Uniform Rental                  | 1,239.1800   | 2,000.0000   | 2,045.0900   | 2,000.0000   |
| 5399 | Other Miscellaneous Services    | 32,831.2000  | 39,000.0000  | 69,205.1400  | 39,000.0000  |

## 5600 - Capital Purchases

|      |                         |        |             |             |             |
|------|-------------------------|--------|-------------|-------------|-------------|
| 5632 | Motor Vehicles          | 0.0000 | 40,000.0000 | 40,000.0000 | 50,000.0000 |
| 5633 | Machinery and Equipment | 0.0000 | 0.0000      | 0.0000      | 15,600.0000 |

Account Classification Total: 5600 - Capital Purchases  
Department Total: 737 - Storm Water Division

\$0.00 \$40,000.00 \$40,000.00 \$65,600.00  
\$1,117,620.85 \$1,359,670.00 \$1,453,201.42 \$1,441,698.00

3/4 Ton 4x4 Quad Cab Slide in  
dump  
2 Computers, Tripod lift/harness  
safety equip, Root Cutter,  
Camera locator, Electric  
jackhammer

## Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

## Department: 991 - Debt Service

## 5400 - Debt Service

5401 Registrar/Agent/Bank Fees  
 5414 G. O. Bond-Principal  
 5424 G. O. Bond-Interest

|                                                      |                |                |                |                |
|------------------------------------------------------|----------------|----------------|----------------|----------------|
|                                                      | 11,970,000.00  | 0.0000         | 0.0000         | 0.0000         |
|                                                      | 105,000,000.00 | 100,000,000.00 | 100,000,000.00 | 100,000,000.00 |
|                                                      | 15,330,330.00  | 22,487,000.00  | 22,487,000.00  | 20,227,000.00  |
| Account Classification Total: 5400 - Debt Service    | \$132,300.33   | \$122,487.00   | \$122,487.00   | \$120,227.00   |
| Department Total: 991 - Debt Service                 | \$132,300.33   | \$122,487.00   | \$122,487.00   | \$120,227.00   |
| EXPENSES Total                                       | \$1,249,921.18 | \$1,482,157.00 | \$1,575,688.42 | \$1,561,925.00 |
| Fund EXPENSE: Total: 740 - Storm Water Drainage Fund | \$1,249,921.18 | \$1,482,157.00 | \$1,575,688.42 | \$1,561,925.00 |

## Fund: 750 - Solid Waste Fund

## EXPENSES

## Department: 738 - Refuse Collection

## 5200 - Supplies

|                                               |                              |                |                |                |                |
|-----------------------------------------------|------------------------------|----------------|----------------|----------------|----------------|
| 5201                                          | Office Supplies              | 1,127,250      | 2,000,000      | 2,000,000      | 2,000,000      |
| Account Classification Total: 5200 - Supplies |                              | \$1,127,25     | \$2,000,00     | \$2,000,00     | \$2,000,00     |
| 5300 - Services                               |                              |                |                |                |                |
| 5315                                          | Private Hauler Contract      | 1,621,876.5200 | 2,050,000.0000 | 2,345,819.4000 | 2,750,000.0000 |
| 5391                                          | Postage                      | 5,617.1300     | 15,000.0000    | 15,000.0000    | 15,000.0000    |
| 5399                                          | Other Miscellaneous Services | 34,285.4400    | 44,950.0000    | 45,155.1400    | 50,000.0000    |
| Account Classification Total: 5300 - Services |                              | \$1,661,779.09 | \$2,109,950.00 | \$2,405,974.54 | \$2,815,000.00 |
| Department Total: 738 - Refuse Collection     |                              | \$1,662,906.34 | \$2,111,950.00 | \$2,407,974.54 | \$2,817,000.00 |
| EXPENSES Total                                |                              | \$1,662,906.34 | \$2,111,950.00 | \$2,407,974.54 | \$2,817,000.00 |
| Fund/EXPENSE - Total: 750 - Solid Waste Fund  |                              | \$1,662,906.34 | \$2,111,950.00 | \$2,407,974.54 | \$2,817,000.00 |

## Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

Fund: 970 - Taylor Sq School Tief

## EXPENSES

Department: 000 - General

Project: 0002 - Phase II

5300 - Services

|                                                      |                           |                |                |                |             |
|------------------------------------------------------|---------------------------|----------------|----------------|----------------|-------------|
| 5373                                                 | Auditor/Treasurer Fees    | 26,120.1100    | 45,000.0000    | 45,000.0000    | 50,000.0000 |
| Account Classification Total: 5300 - Services        |                           | \$26,120.11    | \$45,000.00    | \$45,000.00    | \$50,000.00 |
| 5500 - Transfers/Other                               |                           |                |                |                |             |
| 5501                                                 | Transfers                 | 574,385.0000   | 568,675.0000   | 568,675.0000   | 0.0000      |
| 5527                                                 | Agency/Tief Distributions | 1,373,122.9700 | 1,750,000.0000 | 1,750,000.0000 |             |
| Account Classification Total: 5500 - Transfers/Other |                           | \$1,947,507.97 | \$2,318,675.00 | \$2,318,675.00 | \$0.00      |
| Project Total: 0002 - Phase II                       |                           | \$1,973,628.08 | \$2,363,675.00 | \$2,363,675.00 | \$50,000.00 |
| Department Total: 000 - General                      |                           | \$1,973,628.08 | \$2,363,675.00 | \$2,363,675.00 | \$50,000.00 |
| EXPENSES Total                                       |                           | \$1,973,628.08 | \$2,363,675.00 | \$2,363,675.00 | \$50,000.00 |
| Fund EXPENSE Total: 970 - Taylor Sq School Tief      |                           | \$1,973,628.08 | \$2,363,675.00 | \$2,363,675.00 | \$50,000.00 |

5300 - Services

5300 - Services

5400 - Debt Service

### G. O. Bond-Interest

Quant Classification Total

100

**Total: \$215,000** Bridge Maintenance

Department: 000 - General

5300 - Services

EXPERIENCE TALK

EXPENSES: 100%

Table 972. Kröger-Ti oxide Refinement.

Department: 000 - General

5300 - Services

Department Local: 000 - General

EXPENSES Total

**EXPERIENCE:** **Total 0773 + 6166 with D&T: 441**

[illegible]

Department: 000 - General

5300 - Services

Department Total: 000 - General

Capital financial: 0000 - General

EXPENSES: Total

EXPENSE: Total 9742 Taylor Rd Tr #1

7

## Attachment: 2019 Council 11092019 (2019 Budget Appropriations)

Fund: 975 - Taylor Rd Tr #2

## EXPENSES

Department: 000 - General

Project: 4000 - Tref-General

5300 - Services

5373

Auditor/Treasurer Fees

| Account Classification Totals: 5300 - Services |  | 11.5500         | 50.0000         | 50.0000         | 100.0000        |
|------------------------------------------------|--|-----------------|-----------------|-----------------|-----------------|
| Project Total: 4000 - Tref-General             |  | \$11.55         | \$50.00         | \$50.00         | \$100.00        |
| Department Total: 000 - General                |  | \$11.55         | \$50.00         | \$50.00         | \$100.00        |
| EXPENSES Total                                 |  | \$11.55         | \$50.00         | \$50.00         | \$100.00        |
| Fund EXPENSE Total: 975 - Taylor Rd Tr #2      |  | \$11.55         | \$50.00         | \$50.00         | \$100.00        |
| EXPENSE GRAND Totals:                          |  | \$19,554,579.25 | \$24,261,602.00 | \$26,415,872.72 | \$25,147,131.00 |

**Human Resources Dept.****Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: November 26, 2018****TO: Finance and Administration Committee**

**RE:** ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: SECTIONS 160.01 DEFINITIONS; 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE; 160.03 SALARY SCHEDULE; 160.05 OVERTIME ELIGIBILITY; 160.07 LONGEVITY AND 160.10 EDUCATIONAL ASSISTANCE AND DECLARING IT AN EMERGENCY

Approval:

|                           |                       |                            |
|---------------------------|-----------------------|----------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|-----------------------|----------------------------|

Emergency/Suspension: Emergency

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

Statement of necessity: Financial needs of City's government.

**REQUEST CHANGES TO CHAPTER 160.01 DEFINITIONS; 160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE; 160.03 SALARY SCHEDULE; 160.05 OVERTIME ELIGIBILITY; 160.07 LONGEVITY AND 160.10 EDUCATIONAL ASSISTANCE AND DECLARING IT AN EMERGENCY**

**Human Resources Dept.****Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**


---

**DATE:** November 26, 2018

**TO:** Finance and Administration Committee

**RE:** ORDINANCE AUTHORIZING RENEWAL OF CITY'S HEALTH INSURANCE COVERAGE WITH MEDICAL MUTUAL OF OHIO FOR THE PERIOD FROM JANUARY 1, 2019 THROUGH DECEMBER 31, 2019 AND DECLARING AN EMERGENCY.

---

Approval:

|                           |                       |                            |
|---------------------------|-----------------------|----------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|-----------------------|----------------------------|

Emergency/Suspension: Emergency

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

Statement of necessity: Financial needs of the City's government.

Authorizing the Mayor to enter into a one-year agreement with Medical Mutual of Ohio for the City's Health Insurance coverage with Medical Mutual of Ohio for the period of January 1, 2019 through December 31, 2019 and declaring it an emergency.



**Human Resources Dept.****Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST**

---

**DATE: November 26, 2018****TO: Finance and Administration Committee****RE: ORDINANCE AUTHORIZING MAYOR TO ENTER INTO  
CONTRACT FOR CITY INSURANCE FOR 2019 AND DECLARING  
AN EMERGENCY.**

---

Approval:

|                           |                       |                            |
|---------------------------|-----------------------|----------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|-----------------------|----------------------------|

Emergency/Suspension: Emergency

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

Statement of necessity: Financial needs of the City's government.

**Request authorization for the Mayor to enter into a contract for city insurance (property, liability, automobile and cyber coverage) for a year period beginning January 1, 2019 and ending December 31, 2019 with Willis of Ohio and its related companies in the amount not to exceed \$190,000 and declaring it as an emergency**

**City Auditor's Office****Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**


---

**DATE:** November 26, 2018

**TO:** Finance and Administration Committee

**RE:** Ordinance Authorizing the City Auditor to Fund Health Savings Accounts for 2019 and Declaring an Emergency

---

Approval:

|                           |                       |                          |
|---------------------------|-----------------------|--------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Pending<br>Stephen Cicak |
|---------------------------|-----------------------|--------------------------|

Emergency/Suspension: Emergency

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

Emergency/Suspension: Emergency

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

Be it Ordained by the City Council of the City of Reynoldsburg, Ohio:

Section 1: That the City Auditor is at this moment authorized and directed to fund the Health Savings Accounts that have been established by Chapter 160 Employee Compensation, for City Employees and Elected Officials, in the following amounts for 2019:

|             | FAMILY                    | SINGLE       |
|-------------|---------------------------|--------------|
| Chapter 160 | Up to \$4000              | Up to \$2000 |
| FOP         | as negotiated in contract |              |
| FOP-OLC     | as negotiated in contract |              |
| FOP-POBA    | as negotiated in contract |              |

**City Auditor's Office****Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone**

Section 2. That for all those employees who begin employment after the Health Care Savings Accounts have been funded; the City Auditor will determine the amounts and dates applicable to them.

Section 3. That this ordinance is to be deemed an emergency measure necessary for the financial needs of the city and further to be effective January 1, 2019, as per Labor Contracts and PPM; wherefore upon adoption by the council, this ordinance shall be in effect immediately upon the signature of the Mayor.

**Development Department**

**Andrew Bowsher**  
**7232 E. Main Street**  
**Reynoldsburg OHIO 43068**  
**614-322-6831 Phone**

**ORDINANCE REQUEST**


---

**DATE:**           **November 26, 2018**

**TO:**             **Development, Parks and Recreation Committee**

**RE:**             **ORDINANCE TO ADOPT THE CITY OF REYNOLDSBURG**  
**COMPREHENSIVE PLAN**

---

Approval:

|                         |                       |                            |
|-------------------------|-----------------------|----------------------------|
| Skipped<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|-------------------------|-----------------------|----------------------------|

**This ordinance is the agreement to pass, and start implementation of the unique comprehensive master plan created by staff and OHM Advisors.**

The Comprehensive Plan will provide both a short- and a long-range framework for the built environment in the City. It will guide the appropriate use of lands within the City in order to protect the public health and safety and to promote general welfare. Among other issues, the comprehensive plan will assist City Officials tracking, logging, and coordinating our future comprehensive plan for commercial, housing and mixed-use development; locations where the City should increase density, use redevelopment, or intervene in other ways; opportunities to extend and/or improve open space, recreational areas, and civic facilities; strategies for increasing economic development; environmental, historic and cultural resources that need conservation; and strategies for improving infrastructure issues.

# REYNOLDSBURG COMPREHENSIVE PLAN

REYNOLDSBURG, OH

2018

# ACKNOWLEDGMENTS

---

*Thank you to the steering committee members, stakeholders and community members who invested their time and expertise in the creation of this plan for the future of the City of Reynoldsburg*

## Steering Committee

Name

Name

Name

## City Staff

Name

Name

Name

## Stakeholders

Name

Name

Name

DRAFT

*This plan was prepared for:*



*This plan was prepared by:*



*with support from:*



# TABLE OF CONTENTS

|    |                                           |  |
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| 01 | INTRODUCTION                              |  |
| 02 | COMMUNITY OVERVIEW &<br>PUBLIC ENGAGEMENT |  |
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| 04 | MOBILITY                                  |  |
| 05 | UTILITIES & INFRASTRUCTURE                |  |
| 06 | COMMUNITY IMAGE AND BRAND                 |  |
| 07 | FOCUS AREAS                               |  |
| 08 | APPENDIX                                  |  |

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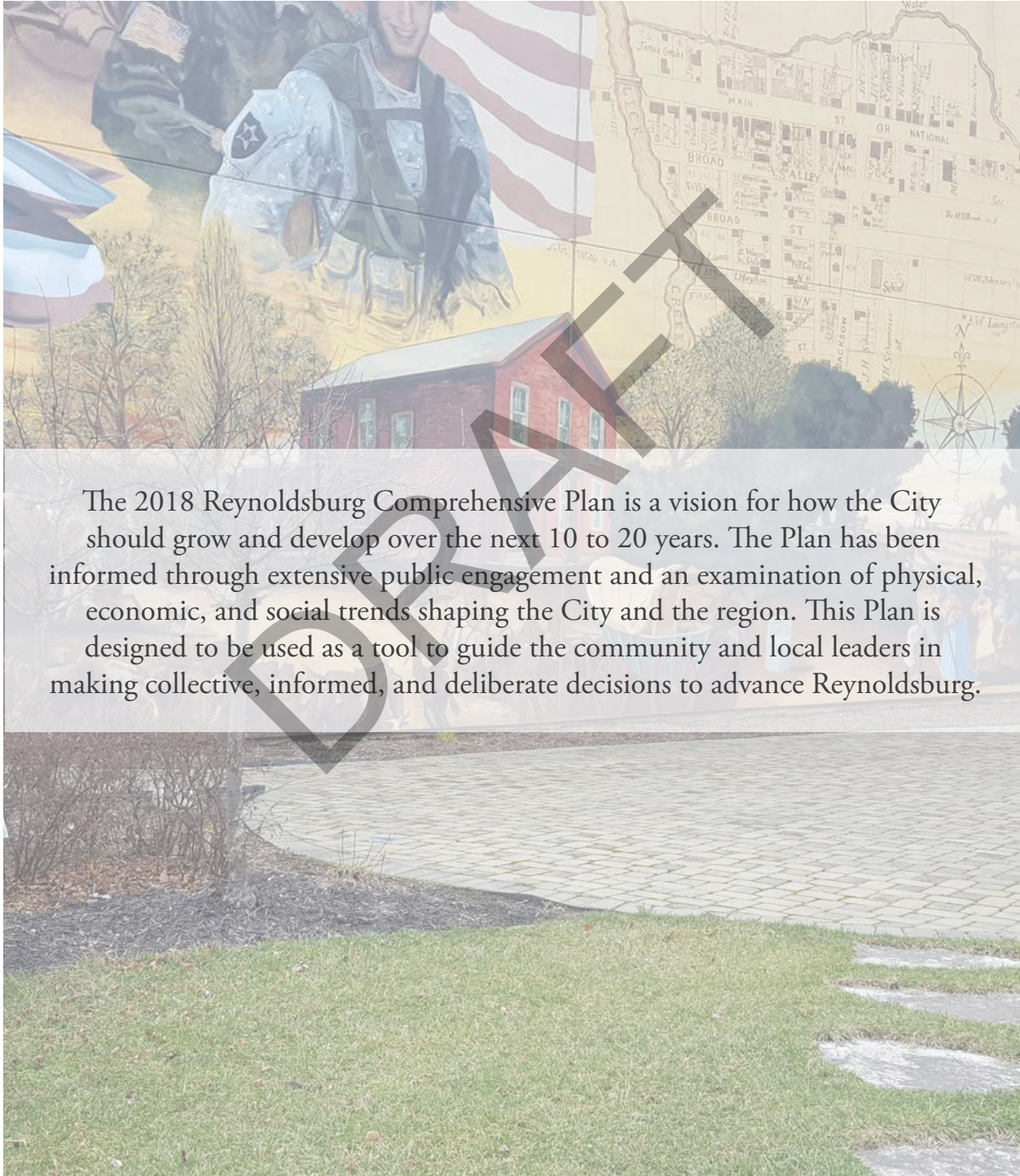
01



# INTRODUCTION

## 01

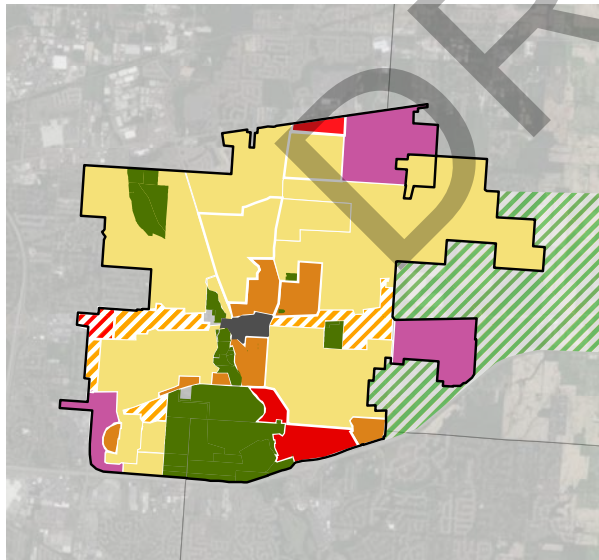
## INTRODUCTION



## WHAT IS A COMPREHENSIVE PLAN?

A comprehensive plan is the culmination of a community-driven effort to determine goals and a corresponding plan for the future, serving as a guide for investment, policy, and decision-making. Among other items, a comprehensive plan provides an opportunity to prioritize development and land use patterns, identify important and potentially transformative projects, and align resources to address growth and improve a community's quality of life.

Comprehensive plans involve an engaging process that brings the community together to discuss their ideas for the future. These ideas may focus on anything from the environment, economy, infrastructure, recreation, or any other issue of importance to those in the community. The planning process helps shape these ideas into a feasible and actionable strategy.



*Future Land Use Plan (See Chapter 3).*

### THE REYNOLDSBURG COMPREHENSIVE PLAN AIMS TO:

#### GUIDE...

...the community in evaluating future growth and development.

#### INFORM...

... residents and City staff on the implications of future growth.

#### DEVELOP...

...a unique vision for the City based on its own set of challenges and opportunities.

#### MEASURE...

...future progress and implementation of City improvement efforts, planning initiatives, and development projects.



*Concept for new park in Olde Reynoldsburg, (See Chapter 7)*



## INTRODUCTION

### WHO WAS INVOLVED?

#### LOCAL LEADERSHIP

The City of Reynoldsburg identified a need in the community for a long-term vision for the future and championed the creation of this plan to fulfill that need. City staff and elected officials played a critical role by providing ongoing guidance and expertise and by gathering many of the community's best and brightest stakeholders to convene and strategize.

#### STEERING COMMITTEE

A group of Reynoldsburg community members, residents, and business owners were assembled to guide and inform the planning process. Ultimately, these community members will serve as long-term stewards of the Plan.

#### GENERAL PUBLIC

The public was integral in developing the vision of this Plan. Throughout the process, the public had the opportunity to provide insight and feedback through public meetings, a telephone survey, and online. The first public meeting, an open house at the Reynoldsburg Farmer's Market, gathered input from dozens of residents providing ideas and insight into the needs and wants of the community. An Open House later in the summer tested the outcome of the planning process and set up implementation of the plan. A telephonic survey, conducted by

Aimpoint Research, provided statistically accurate data on community preferences and opinions related to growth in Reynoldsburg.

Those who were unable to attend the public gatherings were encouraged to visit the project website, which hosted a community survey and virtual versions of the public meeting activities. A more detailed explanation of public meeting activities and results is outlined in Chapter 2, Community Overview and Public Engagement.

#### SMALL GROUP MEETINGS

Through the recommendation of City staff and the steering committee, small focus groups were convened to provide additional insight and feedback in the drafting of the Plan. Each small group brought a specialized focus and unique perspective to the process.

#### CONSULTANT TEAM

OHM Advisors, an integrated engineering, architecture, and planning firm, specializing in community involvement and urban design was retained to guide the planning process. CT Consultants provided engineering related assessments and recommendations, while Aimpoint Research led the statistically valid survey to gather community input.

#### Project Schedule:

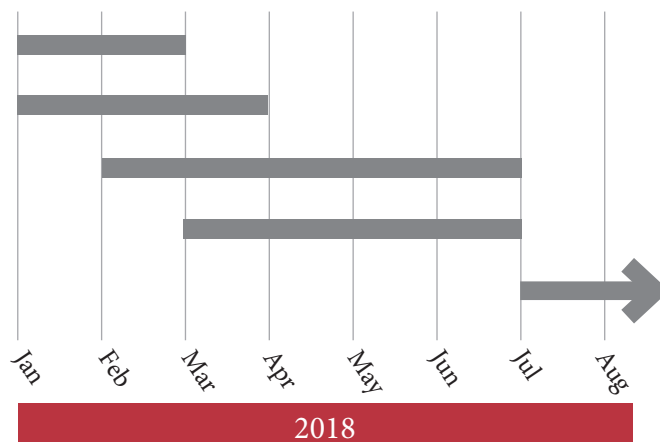
PREPARING FOR THE PLAN

UNDERSTANDING THE CONTEXT

ENGAGE AND LISTEN

DEVELOPING THE PLAN

FINALIZING THE PLAN & SETTING UP IMPLEMENTATION



## PLAN INPUTS

The Plan was informed by a range of community and technical inputs including:



» **Public Meetings:** A robust public engagement process included two public open houses.



» **Online and Telephonic Surveys:** Online opportunities and a statistically valid telephone survey increased the opportunity for the public to engage in the process.



» **Existing Conditions Analysis:** Local and regional factors were analyzed to develop a logical and fiscally sustainable land use pattern that accommodates growth.



» **Best Practices:** Community development best practices, from autonomous vehicle adoption to residential development, informed plan principles, goals, and recommendations.

## FROM PLAN TO ACTION

A plan without an implementation strategy is naturally limited in its effectiveness. The policy framework (which can be found both in the applicable plan chapters as well as the appendix, Plan provides a blueprint for both the City administration and the community to implement the goals of this Plan.

Five plan principles were developed and solidified with the Steering Committee throughout the planning process. Each principle frames a tangible set of goals and actions for the City to accomplish, in order to advance the core themes of this Plan.

### Focus Areas

Additionally, Chapter 7 identifies a number of focus areas that are prime for redevelopment within the City. The strategies presented in this Chapter build upon the research and vision outlined throughout this Plan.

## HOW TO USE THE PLAN

This plan is meant to guide public and private land use and community development decisions. All community entities are responsible for upholding this plan including the following:

**Public Entities.** Individual City departments and administrators should be cognizant of the contents of the Plan when preparing annual work programs, budgets, capital improvement plans, and economic incentives. When deciding on administrative and legislative approvals for development proposals, this Plan should be used as a tool to communicate with property owners and the development community on the desired character and form of the City.

**Private Development.** Private developers should consider the goals and strategies of the plan as they make land use and investment decisions. The private development community should understand the vision of this Plan and ensure that development proposals meet the intent of this document.

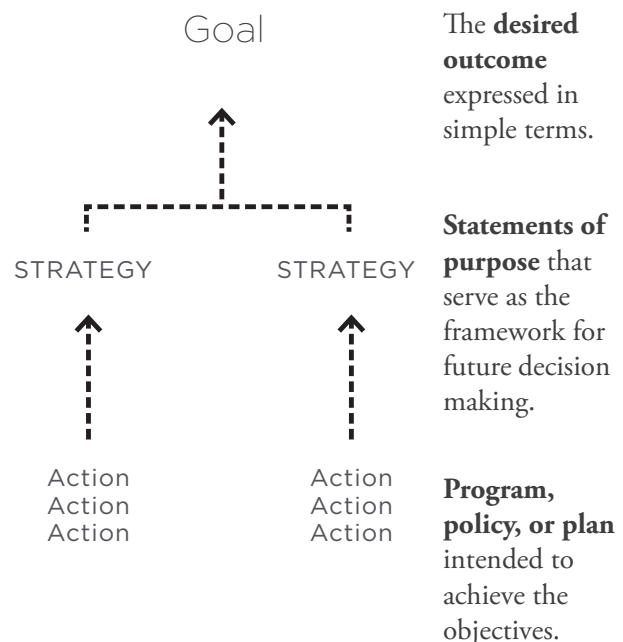


Figure 1: Policy Framework

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02



COMMUNITY  
OVERVIEW  
AND PUBLIC  
ENGAGEMENT

## 02

COMMUNITY OVERVIEW  
AND PUBLIC ENGAGEMENT

# Community Overview

## A GROWING REGION

Reynoldsburg is situated within the Central Ohio region, which is expected to grow rapidly by 2050 (see Figure 3). Population estimates suggest that the region will grow by upwards of one million people over the next 30 years. East Main Street, Reynoldsburg's primary east-west corridor, will be an important point in that development. Therefore, land use decisions made today will go a long way toward shaping the City's identity and development in the future.

## EXISTING COMMUNITY PROFILE

The following chapters provide a more in-depth existing conditions analysis. A snapshot of Reynoldsburg is below:

- » **Population:** Approximately 37,000 in 2016, up 15.6% from 32,000 in 2000.
- » **Racial Diversity:** At ~64% white and ~25% African-American with a strong Southeast Asian community, the City of Reynoldsburg has a diverse tapestry of residents.
- » **Median Household Income:** At \$61,648 in 2016, Reynoldsburg's median household income is higher than both the City of Columbus and Franklin County.

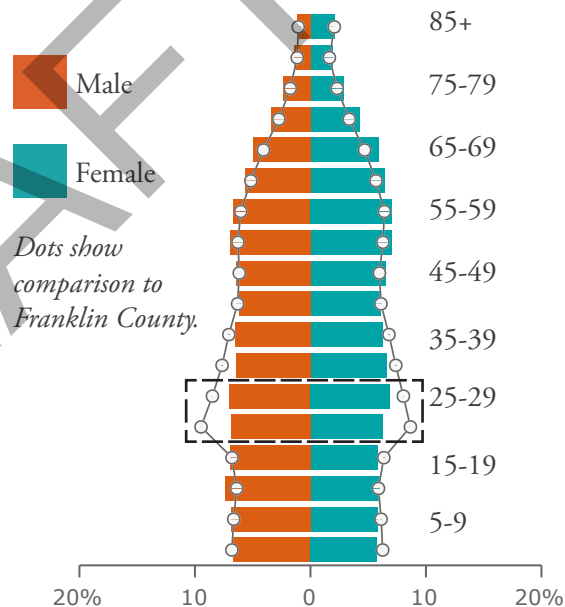


Figure 2: Population Pyramid -- Reynoldsburg

- » **Reynoldsburg's Population Distribution:** The graph above highlights the percentage of Reynoldsburg's population (in 5 year increments, by gender) and compares it to Franklin County. Reynoldsburg has significantly fewer millennials than Franklin County as a whole. Attracting millennials with appealing housing options is an important component of growing a strong local economy while attracting and retaining future home buyers.



REYNOLDSBURG COMPREHENSIVE PLAN

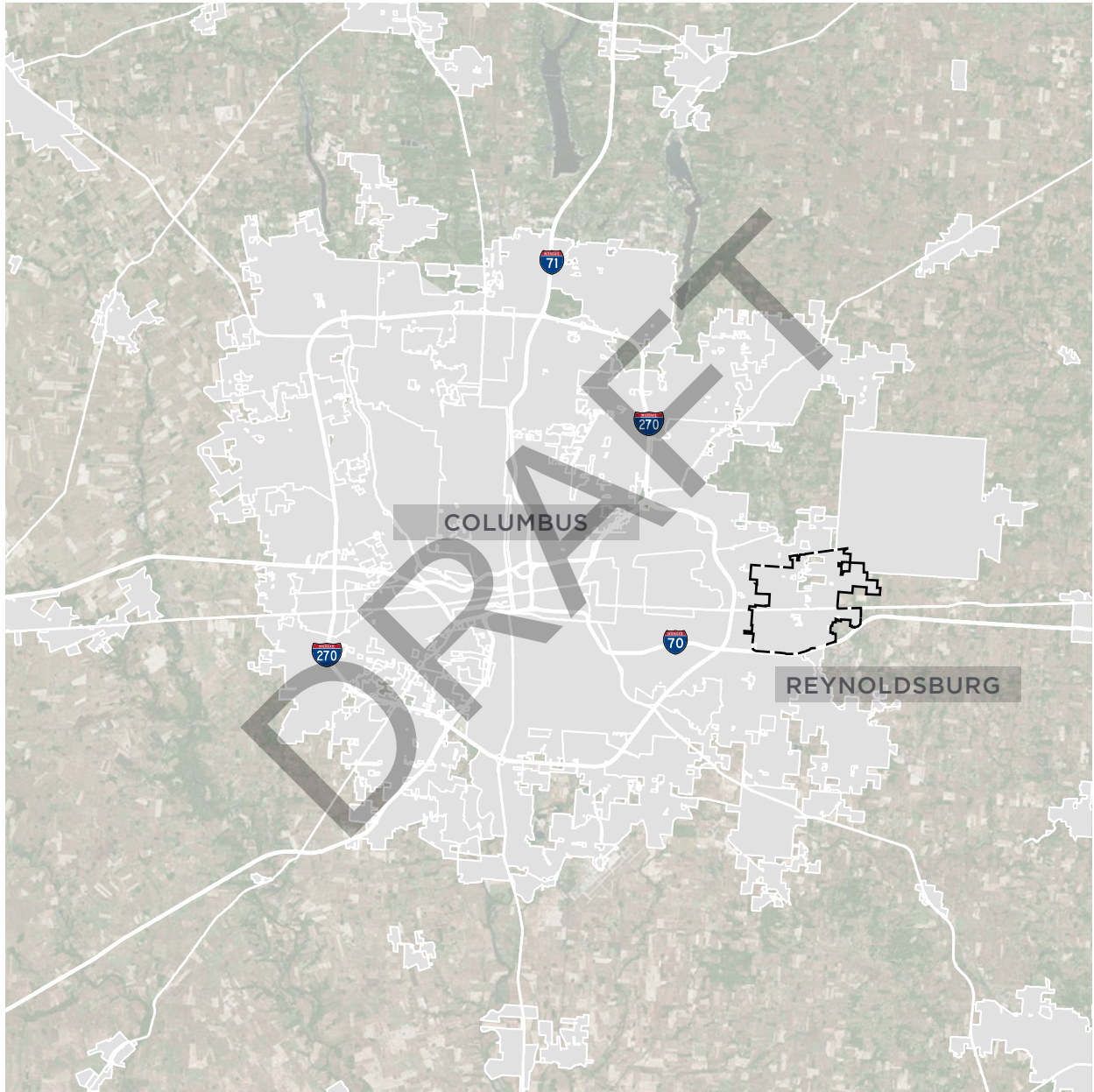


Figure 3: Regional Context Map



## 02

COMMUNITY OVERVIEW  
AND PUBLIC ENGAGEMENT

# Community Vision

## OVERVIEW

The planning team solicited ideas, questions, and feedback from Reynoldsburg residents and employees throughout the planning process. A summary of the findings are on the following pages. Full results of the Aimpoint telephone survey are contained in an Appendix to this Plan.

**Small Group Meetings:** The planning team facilitated four group workshops with different community members. The workshops were high-level conversations designed to understand the pulse of the community.

**Public Meetings:** The planning team held an open house at the Reynoldsburg farmer's market. This event was used to gain specific feedback from residents on a number of the different concepts presented throughout the steering committee process.

**Telephonic Survey:** In collaboration with Aimpoint, a local market-research firm, the planning team conducted a survey designed to get a perspective on how and where the City should grow.

**Online Engagement:** The online survey was replicated on the project website for those not surveyed by phone.

### ENGAGEMENT BY THE NUMBERS

#### TELEPHONIC SURVEY

300 responses

#### ONLINE SURVEY

117 responses

#### SMALL GROUP WORKSHOPS

50+ stakeholders

#### OPEN HOUSE

100+ attendees

#### STEERING COMMITTEE

10 regular attendees

**500+ PEOPLE ENGAGED**

## REYNOLDSBURG COMPREHENSIVE PLAN

## WHAT WE HEARD

## Small Group Meetings

The following is summary of key issues and opportunities facing Reynoldsburg that were identified in each small group meeting.

## CHAMBER OF COMMERCE

**Issues and Opportunities:**

- » “We don’t have an identity.”
- » “Big-Box vacancies.”
- » “Downtown is not an established space.”
- » “Promote walkability in Olde Reynoldsburg.”
- » “Celebrate the City’s diversity.”

## FOCUS AREAS:

**Olde Reynoldsburg:**

- » Make Olde Reynoldsburg a destination.
- » Strengthen design standards.

**Kroger Site:**

- » An opportunity for office, or medical office.

## RELIGIOUS LEADERSHIP

**The Big Opportunity:**

- » Strong Downtown = Strong Identity.
- » Strong enthusiasm for enhancing the Downtown, adding a public space.

## STUDENTS

**Issues and Opportunities:**

- » “The vacant buildings give us a poor image.”
- » “There are no job opportunities for youth.”
- » “Our parks need to have something to do.”

## First Open House-Farmer’s Market (June)

At the first open house, the planning team presented draft concepts of the focus areas and the future land use plan to the public, in order to validate what the team had heard from the community in the survey.

The planning team received positive responses about the draft concepts. In smaller conversations, and voting exercises, over 100 visitors endorsed the focus areas outlined in Chapter 7 and a draft of the future land use strategy as seen in Chapter 3.

## Second Open House-Farmer’s Market (September)

As the plan evolved, the planning team went back to the farmer’s market to present refined concepts to the public. These concepts included new recommendations for Olde Reynoldsburg, along with a refined policy framework. Residents expressed enthusiasm around the new concepts and ideas.



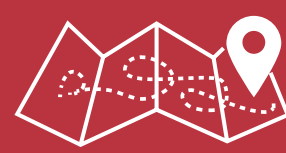
## KEY FINDINGS



Transform vacant and underperforming retail.



Create a cohesive community feel throughout the City.



Grow Olde Reynoldsburg as a local and regional destination.

## COMMUNITY OVERVIEW AND PUBLIC ENGAGEMENT

### Telephonic Survey

A statistically valid telephone survey was conducted to gather input from the community. The demographics of survey respondents were designed so that the sample size properly reflected the demographics of Reynoldsburg residents, drawing generalizations which statistically fit the community at large. A summary of the results is provided below.

### QUALITY OF LIFE

In general, survey participants are satisfied with living in Reynoldsburg. The majority of respondents (over 60%) believe that the community is heading in the right direction. When asked to rate the quality of life in Reynoldsburg, approximately 86% of respondents gave a rating of 6 or above with the overall average at 7.16.

Residents' overall satisfaction translates to a desire to remain in the community. Around 70% of respondents said that they see themselves living in Reynoldsburg in the next five years, including nearly half of those ages 18 to 34 and the majority of all other age groups. The relatively high percent for those planning to remain in the City may further indicate a need to ensure a diverse housing stock and amenities to serve a range of ages, lifestyles, and household sizes.

### IDENTITY

Slightly more than half of survey respondents believe that Reynoldsburg has a distinct identity and cited the City as friendly, family-oriented, and multi-cultural. For those who did not believe the City had an identity, they were asked what they would like the identity to be. Respondents emphasized similar themes of family, community involvement, and diversity.

### PROFILE OF SURVEY RESPONDENTS

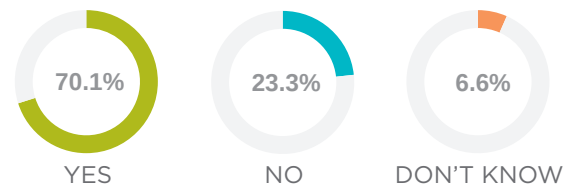
300 RESIDENTS



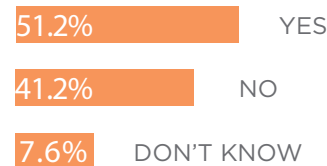
Q: ON A SCALE OF 1-10, HOW WOULD YOU RATE THE QUALITY OF LIFE IN REYNOLDSBURG?



Q: DO YOU SEE YOURSELF IN REYNOLDSBURG IN THE NEXT 5 YEARS?



Q: DO YOU BELIEVE THE CITY HAS A DISTINCT IDENTITY?

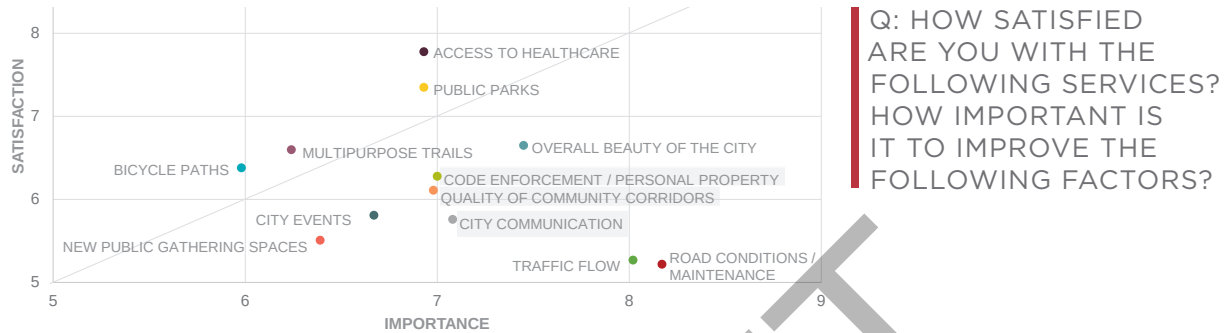




## REYNOLDSBURG COMPREHENSIVE PLAN

## CITY SERVICES

When asked the most significant challenge facing Reynoldsburg, the most common response was infrastructure conditions. In many communities this is regularly considered a top issue by residents. Other services that rated lower satisfaction and higher importance by survey respondents included city communication, quality of community corridors, code enforcement, and overall beauty of the city.

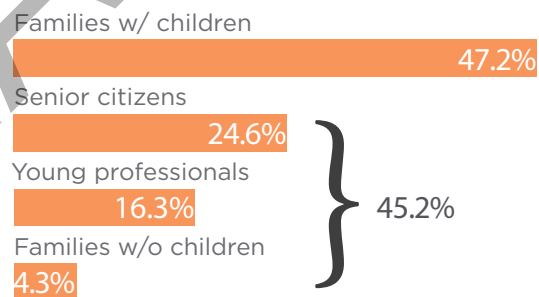


## GROWTH AND HOUSING

According to survey results, Reynoldsburg should focus on redeveloping existing properties and growing businesses over the next 30 years. Over half of respondents said that redeveloping existing properties is the most or second most important factor, suggesting a desire for a new vision on existing sites.

As residents consider future housing needs, high quality materials, a range of options, cost, and diversity in housing types. When asked whether families with or without children will need more children, survey respondents were nearly split, indicating a need for Reynoldsburg to ensure a diverse housing stock into the future to accommodate all types and sizes of households.

Q: WHAT GROUP OF PEOPLE MIGHT NEED MORE HOUSING WITHIN REYNOLDSBURG OVER THE NEXT TEN YEARS? (ONLY SELECT ONE)



## KEY FINDINGS



Reimagine primary corridors throughout the City.



The City should re-enforce the community's identity.



Housing diversity is important to many residents.

## COMMUNITY OVERVIEW AND PUBLIC ENGAGEMENT

### PLAN GOALS AND FRAMEWORK

The results from the public engagement process, along with the existing conditions analysis (incorporated throughout the next four chapters) guided the development of the following plan principles. These principles inform the structure of the plan, the mission of the focus areas (Chapter 7) and the policy and implementation framework (outlined in the appropriate chapters and the appendix).



#### 1. PROMOTE A DIVERSE MIX OF HOUSING OPTIONS

Encourage a mix of housing options that support existing and future residents and increases the character of the community (see page 22).



#### 2. DIVERSIFY AND BALANCE A MIX OF LAND USE TYPES THAT CREATES ECONOMIC RESILIENCY WHILE PROMOTING DISTINCT CHARACTER.

Support development that aligns with strategic land use goals (see page 28).



#### 3. PROVIDE A RANGE OF MOBILITY OPTIONS.

Improve and expand the transportation network to safely and efficiently support all modes of travel (see page 50).



4

#### 4. COORDINATE FUTURE INFRASTRUCTURE INVESTMENTS WITH ANTICIPATED DEVELOPMENT CHANGES.

Ensure infrastructure supports the long-term needs of the community (see page 66).



5

#### 5. DEFINE, GROW, AND PROMOTE THE CITY'S IMAGE AND BRAND.

Create and grow a unique image and brand within the community through physical improvements and messaging. (see page 76).

DRAFT



## 03

HOUSING,  
ECONOMY, AND  
LAND USE

## 03

HOUSING, ECONOMY,  
AND LAND USE

## Housing

## OVERVIEW

Housing conditions in Reynoldsburg are an important factor in shaping the social and economic health of the community. Reynoldsburg currently has a diverse range of housing options, with a large share of rental units and aging multi-family properties. Rents are fairly affordable, but the City has an opportunity to offer newer housing units to both retain current residents while attracting newcomers.

## In This Section:

- » **Existing Conditions and Trends:** Housing Tenure, Age, Type, and Cost. Anticipated Population Growth in Central Ohio. The Missing Middle.
- » **Key Findings:** Existing Conditions, Trends, and Public Engagement

EXISTING  
CONDITIONS AND  
TRENDS

## Housing Tenure

At 56%, the majority of housing in Reynoldsburg is owner-occupied. However, the City has a higher percentage of renters than comparable communities in Central Ohio. Its share of renters has also increased since 2000. (See Table 1) This is a trend shared by many communities nationwide, as prospective homeowners have chosen to rent smaller, more flexible housing units in the aftermath of the Great Recession.

## Housing Age

According to 2016 census data, the median age of housing in Reynoldsburg is 33 years old. Franklin County Auditor data shows that multi-family

Table 1: Growth in Renters

|      |               |
|------|---------------|
| 2000 | 34.9% renters |
| 2010 | 36.6% renters |
| 2016 | 41.1% renters |

*The share of Reynoldsburg's population that rents has risen steadily since 2000, a byproduct in part of the recession.*

## REYNOLDSBURG COMPREHENSIVE PLAN

housing in Reynoldsburg is even older, with a median age of 40 years old. Older properties present challenges related to higher maintenance costs, lower quality amenities, limited efficiency, and lower rents. Communities around Central Ohio, from Worthington, to Grandview Heights to Gahanna, have allowed for new investments in multi-family housing, a move that has helped change the image and brand of their respective communities, retain current residents who may prefer to downsize, and attract new residents, specifically the growing number of Central Ohio households without children.

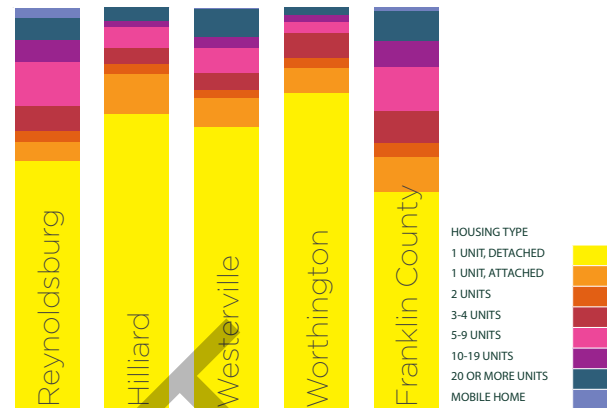
### Housing Type

Figure 3 shows Reynoldsburg has a lower share of single-family detached housing than other nearby suburban communities. Reynoldsburg has the existing diversity in its housing stock to begin meeting the expected increase of smaller household sizes. However, the median multi-family housing unit is approximately 40 years old, presenting a strong opportunity to begin offering a new housing product on the market.

### Housing Costs

When looking at the cost of rent, housing in Reynoldsburg is comparable to other communities in Central Ohio. Table 2 shows the median rent of select communities within the region, as well as

Figure 4: Housing by Unit Type, Reynoldsburg and Select Area Communities



Compared to select area communities, Reynoldsburg has a diverse range of housing types.

Source: 2012-2016 American Community Survey 5-Year Estimates

the metro area. A look at future market demand provides an insight into how these rent comparisons may hold in the coming years. As shown in Table 4, the forecasted growth in rents projected by the U.S. Department of Housing and Urban Development will be greater across Delaware and Franklin counties than median rents in Reynoldsburg. The estimated demand figures reflect a growing attitude that some people are willing to spend more for a desirable rental property than pursue ownership. This demonstrates Reynoldsburg's opportunity to pursue new residential development that charges higher incomes.

Table 2: Area Median Rents, (Studios, 1 bedroom and 2 bedroom housing units)

|                               | Reynoldsburg | Worthington | Westerville | Hilliard | Columbus MSA |
|-------------------------------|--------------|-------------|-------------|----------|--------------|
| Median Gross Rent (All Units) | \$948        | \$882       | \$927       | \$1004   | \$855        |
| Median Gross Rent (Studio)    | \$593        | \$843       | \$1375      | \$675    | \$600        |
| Median Gross Rent (1 bedroom) | \$723        | \$548       | \$674       | \$791    | \$683        |
| Median Gross Rent (2 bedroom) | \$903        | \$858       | \$854       | \$1041   | \$860        |

Source: U.S. Department of Housing and Urban Development, Comprehensive Housing Market Analysis, April, 2016

## HOUSING, ECONOMY, AND LAND USE

Table 3 outlines Reynoldsburg's potential to capture new residential development. Expected monthly rent for newly constructed apartments throughout Central Ohio is commanding rents much higher than the average rents in Reynoldsburg. Furthermore, the development of new multi-family residential development may help repurpose underutilized commercial sites throughout the City.

### Anticipated Preferences for New Residential and Walkable Spaces

As the region anticipates adding up to 1 million people by 2050, the growth will be defined by a few important characteristics. According to a recent demographic projection by Dr. Arthur Nelson, **87% of the growth in households by the year 2030 will be households without children.** Furthermore, **56% of the population growth over the same time period will be from senior households.** Nationally, older households, and households without children (which tend to be younger) prefer attached, smaller lot homes over homes with larger lots. (See Figure 4).

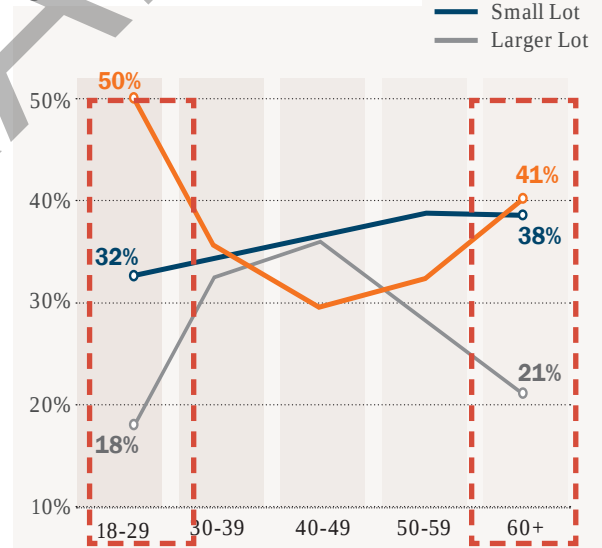
Furthermore, according to survey data accompanying the Insight 2050 analysis, a majority of Ohioans have expressed a desire to live in walkable places and neighborhoods. Currently, 20% of residents believe that they have this option. Reynoldsburg's best opportunity to develop new residential districts is along major commercial corridors (i.e. East Main Street and Brice Road), that have the potential to transform into walkable districts.

Table 3: Estimated Demand for New Market-Rate Rental Housing

| One Bedroom        |                 | Two Bedroom        |                 |
|--------------------|-----------------|--------------------|-----------------|
| Monthly Gross Rent | Units of Demand | Monthly Gross Rent | Units of Demand |
| \$900 - \$1,099    | 1425            | \$1,200 - \$1,399  | 1425            |
| \$1,100 - \$1,299  | 1425            | \$1,400 - \$1,599  | 1425            |
| \$1,300 - \$1,499  | 1425            | \$1,600 - \$1,799  | 1425            |
| \$1,500 +          | 470             | \$1,800 +          | 470             |

Source: U.S. Department of Housing and Urban Development, Comprehensive Housing Market Analysis, April, 2016

Figure 5: Housing Preference by Age



Nationally, those in the 18-29 year range and those above 60, prefer attached homes and smaller lots sizes. This represents a significant portion of Reynoldsburg's current and future population.

Source: National Association of Realtors (2011)

## REYNOLDSBURG COMPREHENSIVE PLAN

## The “Missing Middle”

As seen in Figure 4, baby boomers and millennials, who together make up about half of the U.S. population, and a significant portion of anticipated growth in the Central Ohio region, share similar housing preferences. Both groups increasingly prefer housing options in walkable neighborhoods. Survey data indicates that over half of Ohio residents prefer to live in walkable neighborhoods, while only 20% feel like they currently live in a walkable neighborhood.



Finding opportunities to offer this housing type throughout Reynoldsburg can help attract and retain residents. Middle housing includes townhomes, duplexes, quadplexes, condos, carriage houses, etc.

- » Middle housing that does exist in U.S. cities tends to be outdated and aging.
- » Middle housing allows for a housing stock which is diverse, affordable, and sustainable and meets a growing demand for an urban, walkable lifestyle.
- » Middle housing can function as an entry-point to individuals and families who may become single-family homeowners.
- » Because the “missing middle” is a market problem, cities which appropriately diversify their housing stock have a competitive edge.

## KEY FINDINGS-HOUSING



### Existing Conditions

- » Central Ohio is expected to grow by up to one million people by 2050. East Main Street is expected to be a priority corridor for this growth. (*Insight 2050*).
- » The City of Reynoldsburg has a more diverse, but old, housing stock (i.e. less single-family homes) than select Central Ohio communities. (*Franklin County Auditor*).
- » The older housing stock is not commanding the rents that newer multi-family buildings throughout the region are charging. (*U.S. Census Bureau, HUD*).
- » Moving forward, there will be demand for new residential options in the region. Reynoldsburg has the physical space to accommodate this population growth.



### Public Engagement

- » When residents are thinking about new housing options, the three most important factors are: high quality materials, a range of housing options, and cost. (*Aimpoint Survey*)
- » Half of residents think that families with children should be targeted for new housing; half think that households without children should be prioritized. (*Aimpoint Survey*)
- » Residents think that the City should focus on redeveloping existing property and growing new businesses. (*Aimpoint Survey*)

## HOUSING, ECONOMY, AND LAND USE

### IMPLEMENTATION

The implementation framework includes a series of goals with related strategies and actions for each plan area. The development of the framework is a result of the public engagement process, existing conditions analysis, and understanding of best practices. It is intended to be used regularly by staff and members of the local leadership to make informed decisions regarding where and how the City grows.

**The following goal, strategies, and actions relate to recommendations around Housing.**

| RESPONSIBLE PARTIES                                                               |                               |
|-----------------------------------------------------------------------------------|-------------------------------|
|  | City Council                  |
|  | Planning Department           |
|  | Planning Commission           |
|  | Parks & Recreation Department |
|  | City Auditor                  |
|  | Public Service Department     |
|  | Community Organizations       |

| TIMEFRAME |          |            |
|-----------|----------|------------|
| Short     | <b>S</b> | 0-1 years  |
| Medium    | <b>M</b> | 1-3 years  |
| Long      | <b>L</b> | 3+ years   |
| Ongoing   | <b>O</b> | Continuous |

### GOAL 1 (*Housing*)

#### PROMOTE A DIVERSE MIX OF HOUSING OPTIONS.

|                                                                                                                                                                                                                          | TIMEFRAME | POTENTIAL PARTNERS |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| <b>STRATEGY 1.1:</b> Promote a mix of housing options.                                                                                                                                                                   |           |                    |
| <b>Action 1.1.1:</b> Plan for new senior housing options that are integrated with parks, recreation facilities, trails and other community amenities.                                                                    |           |                    |
| <b>Action 1.1.2:</b> Promote a mix of housing types such as flats, townhomes, cottages, etc., that cater to those who would like to live or remain in Reynoldsburg but would prefer not to live in a single-family home. |           |                    |
| <b>STRATEGY 1.2:</b> Create new standards that will define the character and level of quality for future residential development.                                                                                        |           |                    |
| <b>Action 1.2.1:</b> Any new single-family or multi-family residential development should integrate quality greenspace.                                                                                                  |           |                    |

## GOAL 1 (Housing)

### PROMOTE A DIVERSE MIX OF HOUSING OPTIONS.

|                                                                                                                                                                                                                                                                                                                                                              | TIMEFRAME | POTENTIAL PARTNERS |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| <b>Action 1.2.2:</b> New residential developments should strengthen the street character. New multi-family buildings should have minimal setbacks. New single family developments should have rear-facing garages and rear-loaded alleyways where possible. New residential developments should incorporate sidewalks and integrated, accessible greenspace. |           |                    |
| <b>STRATEGY 1.3:</b> Target new multi-family developments in the Focus Areas outlined in this Plan.                                                                                                                                                                                                                                                          |           |                    |
| <b>Action 1.3.1:</b> Promote residential development and mixed-use development near Brice and Main street.                                                                                                                                                                                                                                                   |           |                    |
| <b>Action 1.3.2:</b> Continue to find opportunities to add residential development in or around Olde Reynoldsburg.                                                                                                                                                                                                                                           |           |                    |
| <b>STRATEGY 1.4:</b> Strengthen existing single-family neighborhoods and multi-family districts.                                                                                                                                                                                                                                                             |           |                    |
| <b>Action 1.4.1:</b> Bolster code enforcement in older, or more targeted neighborhoods. This includes strengthening existing City rental inspection programs.                                                                                                                                                                                                |           |                    |
| <b>Action 1.4.2:</b> Continue to maintain and invest in infrastructure with a high-level of service throughout these neighborhoods.                                                                                                                                                                                                                          |           |                    |
| <b>Action 1.4.3:</b> Pursue neighborhood improvement and grant programs to provide needed assistance in neighborhoods.                                                                                                                                                                                                                                       |           |                    |



## 03

HOUSING, ECONOMY,  
AND LAND USE

## Economy

## OVERVIEW

Reynoldsburg's location in Central Ohio provides many economic opportunities for the local economy. Easy access to I-70 and I-270 allows companies that locate in Reynoldsburg to distribute their goods and services to providers across the region. However, Reynoldsburg's should consider national trends both in retail and workplace automation as it seeks to reposition its economy in the 21st century.

Retail makes up a significant portion of Reynoldsburg's local economy. A vibrant retail sector

can help build a city's brand and identity. Like many communities across the country, Reynoldsburg has a retail footprint that is largely auto-oriented and does not fit the needs of a 21st century economy. Likewise, new technologies are driving shifts in the labor force, rewarding certain skillsets and education backgrounds while posing challenges to traditional "blue-collar" jobs. An evolving 21st century economy and changing technologies will continue to have a significant impact on Reynoldsburg's economy.

## In This Section:

- » **Existing Conditions and Trends:** Retail Typologies and Implications for Reynoldsburg. Existing Employment and Trends in Automation. Economic Incentives in Reynoldsburg.
- » **Key Findings:** Existing Conditions, Trends, and Public Engagement



*The old K-Mart site on Brice Road and East Main Street is unlikely to return to its original use as a big-box retail site. Successful big-box stores in Central Ohio now locate in clusters, such as Polaris and Easton.*



## EXISTING CONDITIONS & TRENDS

Communities across the U.S. are suffering the physical, financial, and social consequences of having a surplus of commercial and retail space. This is at least in part due to growth in online shopping, consumer spending on travel, eating out, and a preference for experiences over goods. Data from the Bureau of Economic Analysis shows spending on travel, recreation, and eating out has steadily increased over the last decade while spending on household goods, clothing, and other goods has steadily dropped. Similarly, according to research from the Harris Group, nearly 80% of millennials say they would choose to spend money on an experience or event as opposed to an item or good.

*Spending on travel, recreation, and eating out has steadily increased over the last decade. Spending on household goods, clothing, and other similar items has steadily dropped.*

aging strip malls also fail to provide the “experience” that many consumers are seeking. This has a fiscal impact on Reynoldsburg’s ability to remain competitive.

### The Rise of Online Shopping

Online shopping is shifting the physical shape of retail. According to the Pew Research Center, only 22% of Americans had made any online purchase in the year 2000 compared to 2015 when 45% reported shopping online at least a few times a month. Retail expert Jan Rogers Kniffen argues that 50% of all retail not tied to bars and restaurants will be purchased online by 2030. This increase in e-commerce has brought competition to the brick-and-mortar retail market not anchored in an experience. Simultaneously, the majority of purchases made at brick-and-mortar retail stores, start with an online search. Although e-commerce will likely continue to grow, supporting healthy brick and mortar retail will remain valuable to the local economy.

## RETAIL TYPOLOGIES

### Big-Box Stores

Regionally, big-box stores manage to stay competitive by locating in experiential or destination locations (e.g. the Easton Town Center and Polaris). Others now offer cooking or fitness classes, community gathering spaces, restaurants, and service amenities, beyond traditional shopping. Vacant big-box properties in Reynoldsburg are generally isolated from these types of uses and are located in a format that is functionally obsolete. The Focus Areas chapter explores strategies to address specific big-box vacancies within the City.

### Strip Malls

Strip Malls in Reynoldsburg have higher occupancy rates than big-box stores. However, existing strip malls in Reynoldsburg are not anchored in destination locations like Polaris and Easton. These

### Implications for Reynoldsburg

Reynoldsburg’s aging commercial centers, combined with the projected trends in the retail landscape, guide many of the land use recommendations throughout this document. The Future Land Use section of this chapter includes comprehensive land use recommendations on a city-wide scale. Chapter 7 outlines redevelopment strategies for some of the key underutilized sites along primary commercial corridors. Furthermore, the chapter includes targeted zoning code recommendations that will allow the recommended concepts to move forward.

## HOUSING, ECONOMY, AND LAND USE

### EMPLOYMENT

#### Existing Employers

Retail jobs make up the highest share of the total employment in Reynoldsburg, which is not surprising given its significant presence throughout the City. A breakdown of employment by sector for the top four industries is shown in Table 5. The Retail Trade sector is also the top third industry in the state of Ohio. As shown in Table 6, the top four employers in the City has changed slightly in the last decade, but retail and civic or government related employers continue to employ the most workers. As the City looks to update the condition and character of retail in the community, attracting employment from a diverse range of industries will be important. The Brice and Livingston focus area in Chapter 7 addresses this diversification issue through a recommended land use shift.

#### Trends in Automation

More generally, advances in technology and automation will significantly shift the needs of employers and their workforce in the future. A study published in the fall 2017 by the McKinsey

Table 4: Reynoldsburg Top Employment by Industry

| Industry                                                   | Share |
|------------------------------------------------------------|-------|
| Retail Trade                                               | 24.2% |
| Health Care & Social Assistance                            | 16.6% |
| Accommodation & Food Services                              | 15.4% |
| Administration & Support, Waste Management and Remediation | 11.7% |

Source: U.S. Census Bureau, Center for Economic Studies, 2015 Reynoldsburg Work Area Profile Report

IN 2016, **6 OF THE TOP 10** EMPLOYERS IN REYNOLDSBURG WERE **RETAIL BUSINESSES.**

Table 5: Reynoldsburg Top Employers Over Time

| 2007 | Rank | Employer                                   | Nature of Business | # of Employees |
|------|------|--------------------------------------------|--------------------|----------------|
|      | 1    | Limited Logistics Services                 | Retail Sales       | 3,218          |
|      | 2    | Reynoldsburg City Schools                  | Public Education   | 830            |
|      | 3    | Walmart                                    | Retail Sales       | 420            |
|      | 4    | Limited Service Corporation                | Retail Sales       | 406            |
| 2016 | Rank | Employer                                   | Nature of Business | # of Employees |
|      | 1    | Mast Logistics Services Inc. (The Limited) | Distribution       | 3,704          |
|      | 2    | Reynoldsburg City Schools                  | Public Education   | 981            |
|      | 3    | State of Ohio                              | Government         | 680            |
|      | 4    | Walmart                                    | Retail             | 445            |

Source: City of Reynoldsburg Comprehensive Annual Financial Report, 2016

## REYNOLDSBURG COMPREHENSIVE PLAN

Global Institute is typical of many. Namely, that a very large number of workers in the United States may need to shift occupational categories and learn new skills in the near future, as up to one-third of job activities may be automated or replaced by technology (See Figure 6). The jobs most susceptible to automation include those which are predictable in nature such as operating machinery, preparing fast food, or processing data. The top employer in Reynoldsburg is a distribution business which may experience a rise in automation of jobs. Within the different industries, the lower-wage jobs, primarily those related to service, are also at a high risk of automation.

For labor which is not directly replaced by automation, technological advances may still require higher education and experience levels than are presently demanded, meaning that even the lower-wage jobs will be out of reach for

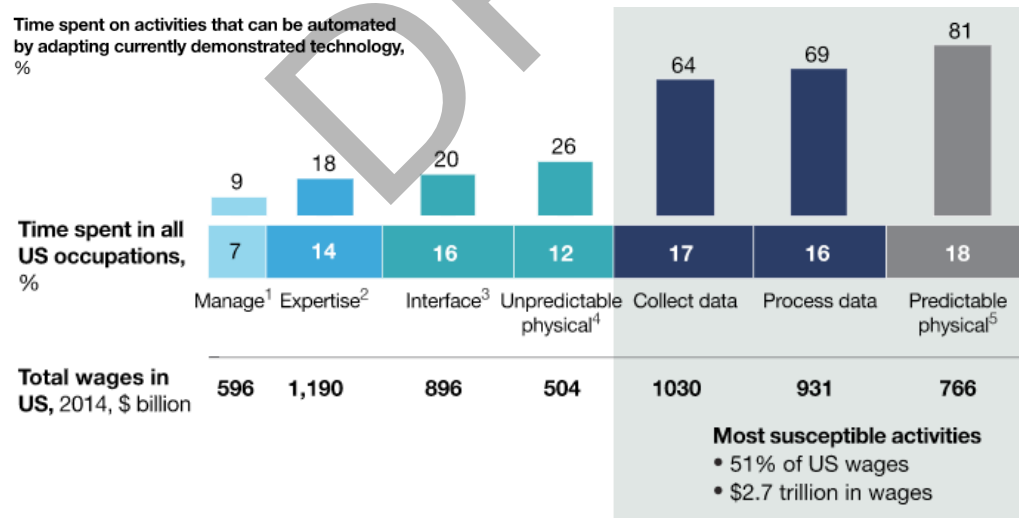
some of the most vulnerable populations. While many Reynoldsburg employees currently work in fields that require human talents and interpersonal skills, such as education, there is still potential for automation within these sectors. Additionally, the residents of Reynoldsburg, regardless of where they work, may need additional workforce training.

*Reynoldsburg's current top employer is a distribution company, a field that is highly susceptible to automation of work moving forward.*

Reynoldsburg should look to engage with workers in the community most at-risk of being displaced by automation and technological change. Workers with a high school diploma or less will be less resilient in adapting to forecasted changes than their neighbors with a higher educational attainment.

Ensuring access to job training for residents and workers, as well as collaboration and coordination with educational institutions and employers across Central Ohio, will be important for the City's economic and social well-being moving forward.

Figure 7: Automation Potential By Type of Work



Source: McKinsey Global Institute, 2017

## HOUSING, ECONOMY, AND LAND USE

### ECONOMIC INCENTIVES

#### Opportunity Zones

Opportunity Zones, created in 2017, are located in economically distressed areas where new investments may be eligible for preferential tax treatment. They were created to help encourage investment in disadvantaged communities by providing tax benefits to investors. Reynoldsburg has an Opportunity Zone located at Brice and Main. This area encompasses the previous site of Kmart, which currently sits vacant and ready for development.

#### TIF's and JEDD's

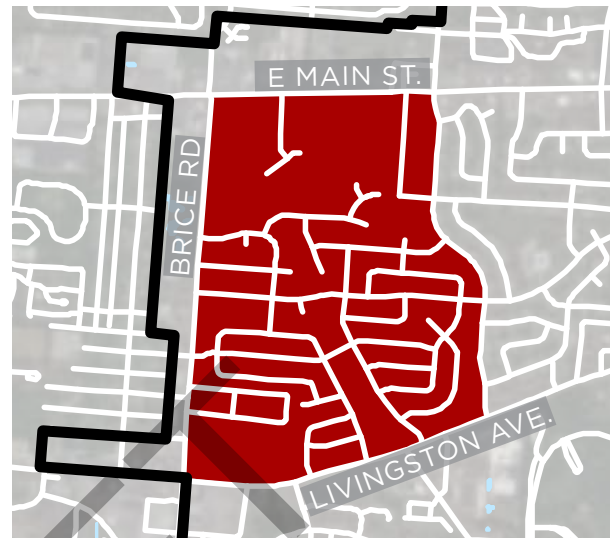
Two economic development tools that can have a significant impact on economic development are Tax Increment Financing (TIF) and a Joint Economic Development District (JEDD). TIF's can be used by local governments to finance public infrastructure improvements and residential rehabilitation. Within a district, a certain percentage of property taxes will go into a fund for public improvements in that area in an effort to make needed improvements and increase property values. Currently the City has a TIF on nearly every commercial property on East Main Street, Brice Road, and Broad Street.”

JEDD's are an arrangement where a municipality and township may develop township land for commercial or industrial uses. Both the township and municipality will share taxes within the property and the water and sewer service may be extended into to the property without annexation.

The City currently has a JEDD with Etna Township that was established in 2017 under Ordinance 92-17. The purpose of the JEDD is to work with the Township to collaboratively share the costs of operating and improving the district.

The first JEDD encompasses 5 parcels totaling approximately 230 undeveloped acres of land east of Mink Street & south of Refugee Road (just north of the Prologis Park – 70 Etna development). The agreement overlays the City of Reynoldsburg's 1.5% income tax on the future employees of the defined

Figure 8: Brice and Main Opportunity Zone



site as well as on the net profits of the companies located on the property. Per the agreement, funds are distributed between the three contracting entities as follows: 20% to the City of Reynoldsburg, 70% to Etna Township, and 10% to the JEDD board.

The second JEDD includes multiple parcels of land totaling about 330 acres to the east of Mink Road, between Refugee Road and Rt. 40 and near Etna's existing corporate park.

#### CIC's

Community Improvement Corporations (CIC) are economic development entities or land banks that promote, encourage, and facilitate economic and civic development. This can be done through promoting existing opportunities in the City, working to attract and retain businesses, creating public-private partnerships, and developing funds for land acquisitions, incentives, etc. Many communities throughout Ohio have CIC's to assist with economic development.

## KEY FINDINGS-ECONOMY



### Existing Conditions

- » Based on an estimate using GIS analytics, there is roughly 50 s.f. of retail and space per person in Reynoldsburg. This is significantly higher than the national average of approximately 25 s.f. of retail space per person.
- » Moving forward, the demands for retail space will change. Shopping online and spending money on “experiences” as opposed to goods, will drive down demand for traditional retail.
- » Specifically, Reynoldsburg has two types of retail that will impacted by national and regional trends:
  - » Big-Box – Today, successful big-box stores tend to locate next to other big-boxes (such as Polaris and Easton), rather than succeed in isolation (such as the former K-Mart site).
  - » Strip Malls – This retail form is becoming less desirable, largely because they are not anchored in an experience, which is where people are increasingly spending their time and money.



### Public Engagement

- » Redevelop in existing infill corridors, rather than building large scale retail. (Survey)
- » Reynoldsburg should accommodate population growth by growing new businesses (Survey).
- » Shopping and supporting Downtown to create a strong Downtown (with vibrant retail) is important for a strong identity. (Stakeholder Groups)

# Future Land Use

## OVERVIEW

The Future Land Use Plan is a critical component of the Comprehensive Plan. It is used to guide city staff, planning commission, and private citizens and the development community on future development throughout the City. The planning process revealed a set of priorities reflected in the Future Land Use Plan. This includes accommodating shifting population demographics, the changing fundamentals of retail, and the continued need to diversify the local economy.

### Future Land Use Plan Objectives

The Future Land Use Plan shown on the following page is composed of nine districts. Each of these districts has recommended land uses, design characteristics and key features to guide development within the district.

There are a number of City-wide objectives supported in the Future Land Use Plan. The top priorities include:

- » **Reimagining the East Main Street corridor.** East Main Street is largely lined with auto-oriented retail. Trends in retail and population growth (as previously discussed) indicate that this is not the highest and best use of land along this corridor. Diversification of uses along this corridor is a priority.

- » **Diversifying the local economy.** Currently, Reynoldsburg is heavily reliant on the tax base from The Limited. Transforming the Brice and Livingston intersection from retail into a mixed-use center focused on logistics will help diversify local income tax revenues.
- » **Strengthening Olde Reynoldsburg.** Olde Reynoldsburg is the heart and soul of the City. The Future Land Use Plan offers a guide to define and strengthen the District.

### Using the Future Land Use Plan

While each of the districts have broad requirements to help guide development, some issues facing the City require a more detailed approach. These include specific issues related to site design, public improvements, and open space. These issues are addressed in the policy implementation section of this plan.

The Future Land Use Plan is not a zoning map, nor do the recommendations take the place of the existing zoning districts or designations. However, it is recommended that the zoning code be updated to reflect the proposed characteristics and uses of the adopted Future Land Use map. Future land use and zoning changes should be in alignment with the map and recommendations herein.



## REYNOLDSBURG COMPREHENSIVE PLAN



## HOUSING

## Reynoldsburg's Existing Housing

**A diverse, but aging housing stock.**

Reynoldsburg has a diverse housing stock (e.g. a well-distributed number of single-family, duplex, and multi-family units). However, the median age of multi-family housing in Reynoldsburg is approximately 40 years old, making it difficult to compete with other Central Ohio communities for residents.

**Potential to capture higher rents.** Data from the U.S. Department of Housing and Urban Development shows that forecasted rents for new apartments in Central Ohio are significantly higher than existing rents being charged in Reynoldsburg.



## RETAIL

## Reynoldsburg's Existing Retail

**Reynoldsburg has an overbuilt retail sector.**

Many experts say that the U.S. has an overbuilt retail sector, with estimates as high as 25 s.f. per person. An UrbanFootprint estimate revealed that Reynoldsburg has a higher retail footprint per capita than the U.S. at over 50 s.f. per person (UrbanFootprint Estimates).

**The style of Reynoldsburg's retail is becoming obsolete.** Big-box stores and strip malls, which dominate Reynoldsburg's retail landscape, are not necessarily meeting the needs of Reynoldsburg's future businesses.

## Housing and Population trends

**Growing region with smaller household sizes.**

Central Ohio is growing rapidly. Approximately 87% of the population growth through 2030 will be households without children.

**A growing preference for walkable places.** In Ohio, survey data shows a majority of residents would prefer to live in walkable places. Currently, about 20% believe they currently live in a walkable place.

## Retail Trends

**Consumer preference for "experiences."** The Harvard Business Review, among other sources, indicate that a significant growth area in retail moving forward will come from eating out and "experiences," such as the ability to shop, eat out, and go to events in a downtown or neighborhood.

**Rise in online shopping.** Shifting trends in supply-chains and distribution mean that businesses no longer need stores with larger footprints.

## Key Takeaways

1

DEVELOP NEW HOUSING STOCK THAT MEETS POPULATION SHIFTS AND MARKET DEMAND.

2

TRANSFORM OBSOLETE COMMERCIAL AREAS INTO VIBRANT RESIDENTIAL AND COMMERCIAL DESTINATIONS.

# HOUSING, ECONOMY, AND LAND USE

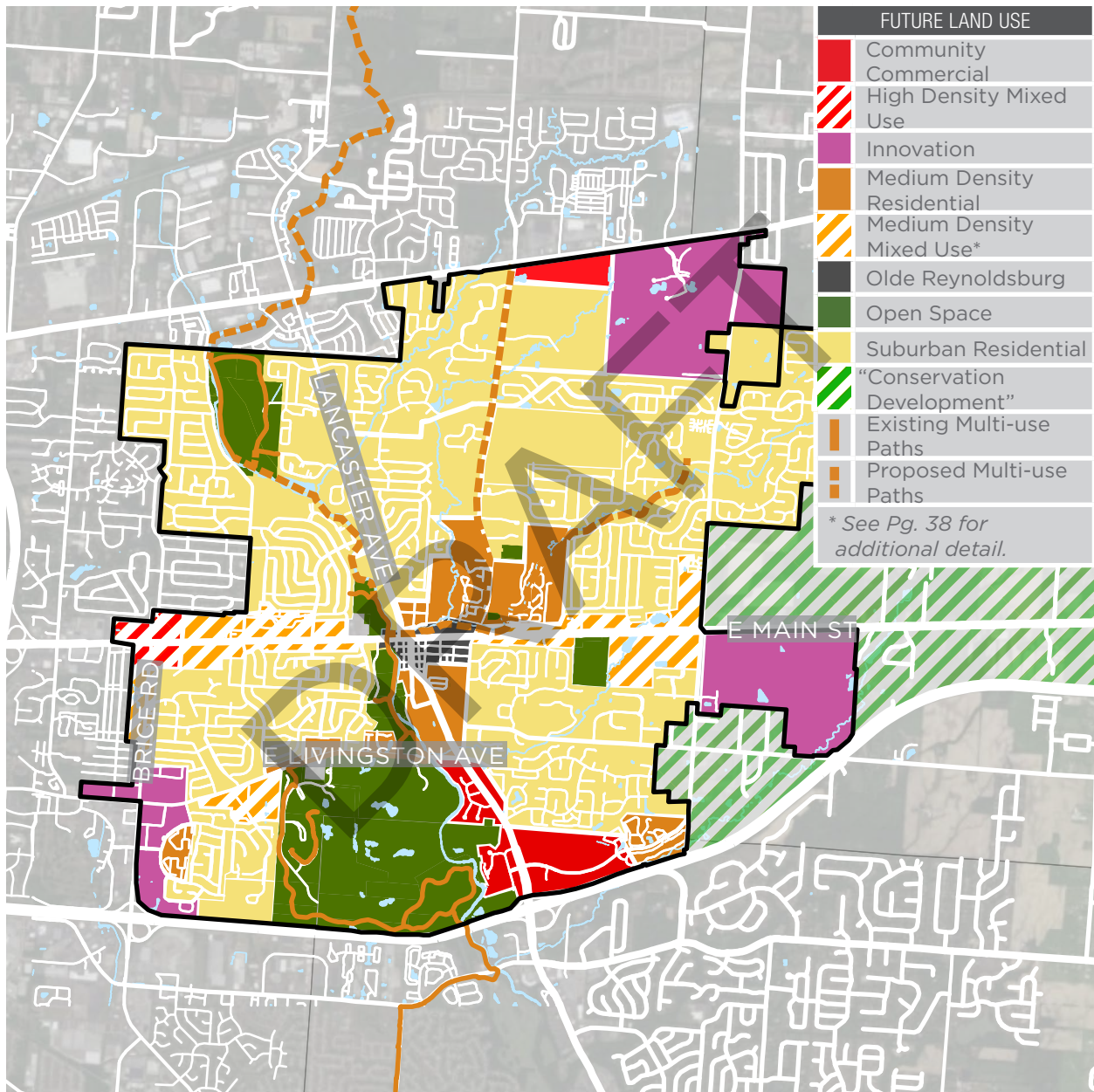


Figure 9: Future Land Use Map

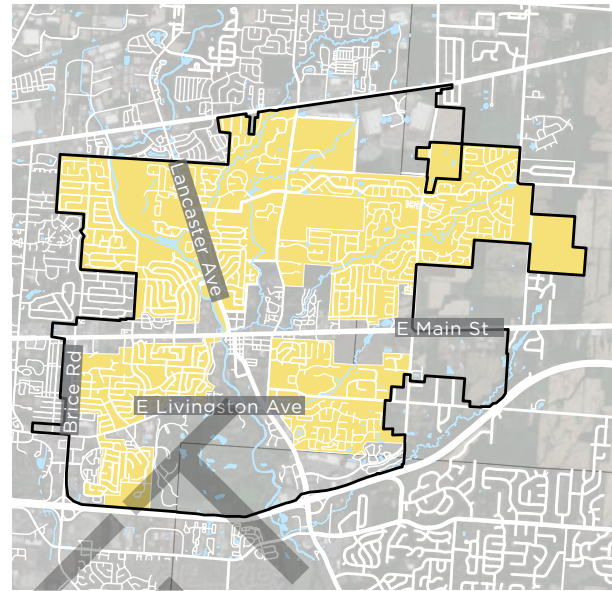




## SUBURBAN RESIDENTIAL

Suburban Residential Districts should largely consist of single-family homes situated on medium-sized lots. The Suburban Residential Districts highlighted in the map to the right are largely developed; however, future development should be characterized by a few different traits.

Walkability is an important trait in Suburban Residential Districts. This starts with the street network, which should have sidewalks, street trees, and short block lengths to promote walkability. Furthermore, walkable neighborhoods aren't exclusively pleasant places to walk within. They need to have destinations to walk to. Where possible, each home should be within a half-mile from a park or significant open space, to provide residents the opportunity to walk to recreational activities. Integrating institutional uses, such as schools and day-care centers, are complementary and encouraged in residential districts. Connecting new residential development to trail systems where appropriate is highly encouraged.

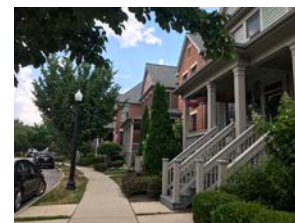


### Key Features

- » Walkable neighborhoods with street trees and sidewalks
- » Short blocks with frequent connections to adjacent developments or future development
- » Local parks and green space with walking paths, benches, play structures, etc., accessible to each residence
- » Institutional uses, including neighborhood schools, may be integrated throughout the site

### Development Character

|                              |                                                                                                                                                                                     |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Development Intensity</b> | 3-6 units / acre                                                                                                                                                                    |
| <b>Parking</b>               | Rear or side facing garages<br>Alley access where appropriate                                                                                                                       |
| <b>Front Setback</b>         | 25-30 ft                                                                                                                                                                            |
| <b>Suggested Uses</b>        | <ul style="list-style-type: none"> <li>• Single-family detached</li> <li>• Single-family attached</li> <li>• Duplex</li> <li>• Schools</li> <li>• Religious Institutions</li> </ul> |



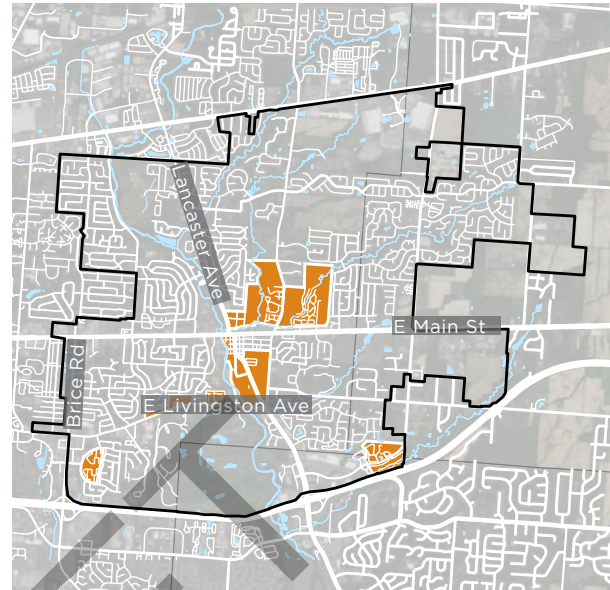
## HOUSING, ECONOMY, AND LAND USE

### MEDIUM DENSITY RESIDENTIAL

Medium Density Residential Districts are dispersed throughout the community and complement single-family residential by accommodating a more diverse range of housing options.

Future development in Medium Density Residential Districts should be well integrated with surrounding uses while allowing for more compact development to accommodate growth, smaller household sizes, an aging population, and a growing number of households without children. Two-unit buildings are encouraged where appropriate. Developments may include a range of housing options with different price points and styles including townhomes, dense single-family, row houses, and apartments.

High quality, pedestrian-friendly roadway networks between Medium Density Residential Districts and adjacent areas should be a top priority to allow continued and cohesive development throughout the City of Reynoldsburg.



#### Key Features

- » Short walkable blocks with common open spaces
- » Senior-friendly residential options
- » Shared recreational amenities
- » Variety of unit types (townhome, duplex, flat, etc.)
- » Smaller setbacks and improved streetscape to promote walkability

#### Development Character

|                              |                                                                                                                                          |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Development Intensity</b> | 7-12 units / acre                                                                                                                        |
| <b>Parking</b>               | Rear or side facing parking lots<br>On-street parking<br>Alley access where appropriate                                                  |
| <b>Front Setback</b>         | 0-20 ft                                                                                                                                  |
| <b>Suggested Uses</b>        | <ul style="list-style-type: none"> <li>• Single-family attached</li> <li>• Multi-family</li> <li>• Duplex</li> <li>• Townhome</li> </ul> |

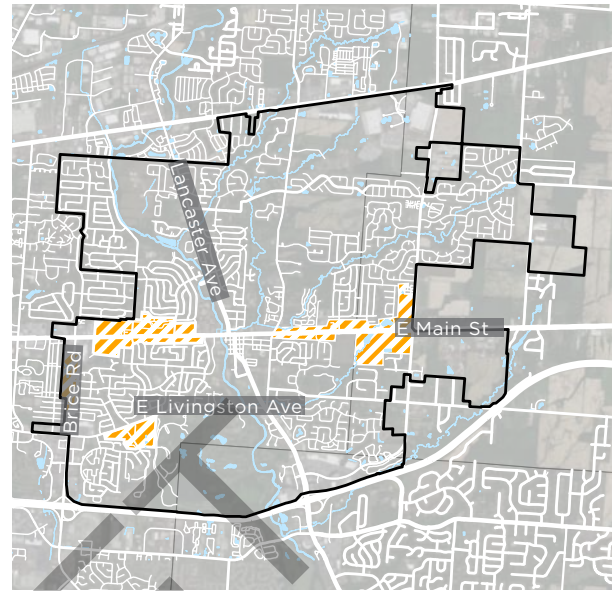


## MEDIUM DENSITY MIXED USE

Medium Density Mixed Use Districts are situated along heavily traveled corridors on East Main Street and Brice Road and include a well-integrated mix of housing, neighborhood-oriented retail, and public space, all connected by a network of comfortable, pedestrian-friendly streets.

Future development in Medium Density Mixed Use Districts should connect gateways into Reynoldsburg with the downtown, as well as serve commercial needs scaled to accommodate the immediate neighborhoods. The districts should incorporate a mixture of small commercial and office uses, residential units, and retail uses, including shopping and dining. Development should integrate public spaces, such as pocket parks, and the structures should help define the character of the street.

Attractive streetscapes and walkability should be emphasized to encourage pedestrian and transit activity along the corridors, and to create cohesive character amongst neighboring development. Sidewalk cafes, awnings, and landscaping are encouraged to help define the character of the development.

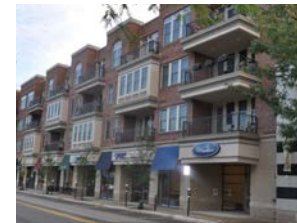


### Key Features

- » *\*Along East Main Street, from Brice Road to Olde Reynoldsburg, only commercial uses (office and retail) should be allowed on the first floor. East of Olde Reynoldsburg to Taylor Road, residential is a conditional use on the first floor.*
- » Smaller retail and office users that support local residents and provide experiences at cafes, restaurants, and retail
- » Medium density residential above retail and office where appropriate

### Development Character

|                              |                                                                                                                                                                                               |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Development Intensity</b> | 20,000 - 25,000 sf / acre (residential units at 10 to 20 units per acre)                                                                                                                      |
| <b>Parking</b>               | Placed to the rear or side of buildings, well-screened On-street parking                                                                                                                      |
| <b>Front Setback</b>         | 10-20 ft                                                                                                                                                                                      |
| <b>Suggested Uses</b>        | <ul style="list-style-type: none"> <li>• Duplex/Quad-plex</li> <li>• Multi-family</li> <li>• Dense single-family</li> <li>• Neighborhood commercial</li> <li>• Neighborhood office</li> </ul> |





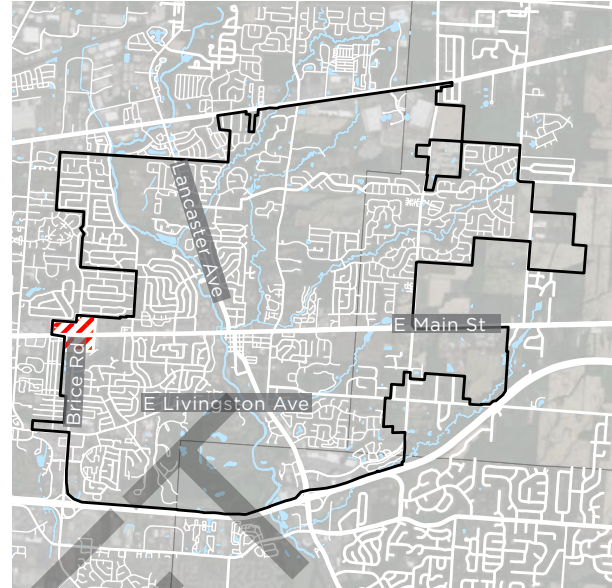
## HOUSING, ECONOMY, AND LAND USE

### HIGH DENSITY MIXED USE

High Density Mixed Use Districts serve similar functions as Medium Density Mixed Use Districts, but should be located at strategic gateways which are best positioned to accommodate higher-intensity development.

Future development in High Density Mixed Use Districts should be four to five stories with high-quality architecture, minimal setbacks, and pedestrian-friendly site design. Building facades and entrances should be oriented to the street with parking accessible from the rear or side of the building. Signage and wayfinding should be included, as appropriate, to welcome and direct visitors to Reynoldsburg and key community assets.

Residential uses should be intermixed among commercial and office uses. Public parks and green spaces should be integrated throughout future developments and include places for play, pets, and recreation.



#### Key Features

- » Internal street network within development
- » Pedestrian-friendly streets with high quality streetscapes
- » Residential uses include mid-rise apartment and condo buildings, and units above retail or office
- » Identifiable character, branding, and signage
- » Multi-modal transportation network within close proximity.

#### Development Character

|                              |                                                                                                                                                                     |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Development Intensity</b> | 20,000 - 40,000 sf / acre<br>(residential units at 15 to 20 units per acre)                                                                                         |
| <b>Parking</b>               | Placed to the rear or side of buildings, well-screened Podium parking where appropriate<br>On-street parking                                                        |
| <b>Front Setback</b>         | 0-20 ft                                                                                                                                                             |
| <b>Suggested Uses</b>        | <ul style="list-style-type: none"> <li>• Multi-family</li> <li>• Condominium/Townhome</li> <li>• Neighborhood commercial</li> <li>• Institutional Office</li> </ul> |

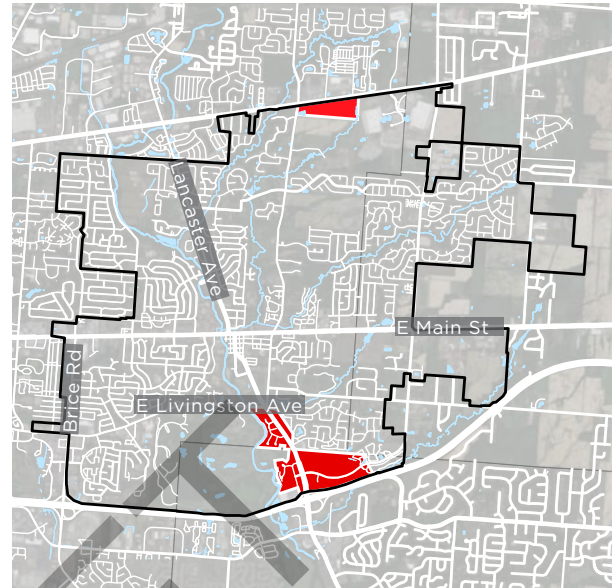


## COMMUNITY COMMERCIAL

The Community Commercial District is intended to serve residents of Reynoldsburg and the surrounding areas. With easy access to I-70 and I-270, the districts should promote businesses that rely on a larger geographic market area for their consumer base, along with offices and companies with a regionally-based workforce that can access the district from adjacent, heavily-traveled corridors.

Traditionally, big-box retail has been developed on large lots with ample surface parking. However, changes in online shopping and distribution, along with the imminent rise of automated delivery and autonomous vehicles, will likely diminish the demand for this type of retail in the future.

Future development in the Community Commercial District should accommodate these changes in retail and transportation. Smaller lots and smaller footprints will allow flexibility for current retailers while providing stronger opportunities for adaptive reuse. Streets should be developed as adaptable, interconnected grids, and introduction of other uses may be needed to allow these areas to be successfully repositioned for the future.



### Key Features

- » High quality streetscape and roadway materials throughout the district
- » Well-designed buildings with distinct architectural character
- » High quality building standards and abundant landscape treatments within sites, including parking lots, to reflect the brand of the district

### Development Character

|                              |                                                                                                |
|------------------------------|------------------------------------------------------------------------------------------------|
| <b>Development Intensity</b> | 15,000-20,000 s.f. per acre                                                                    |
| <b>Parking</b>               | Rear parking lots, or well-screened side lots                                                  |
| <b>Front Setback</b>         | 25-30 ft                                                                                       |
| <b>Suggested Uses</b>        | <ul style="list-style-type: none"> <li>• Regional Commercial</li> <li>• Flex Office</li> </ul> |

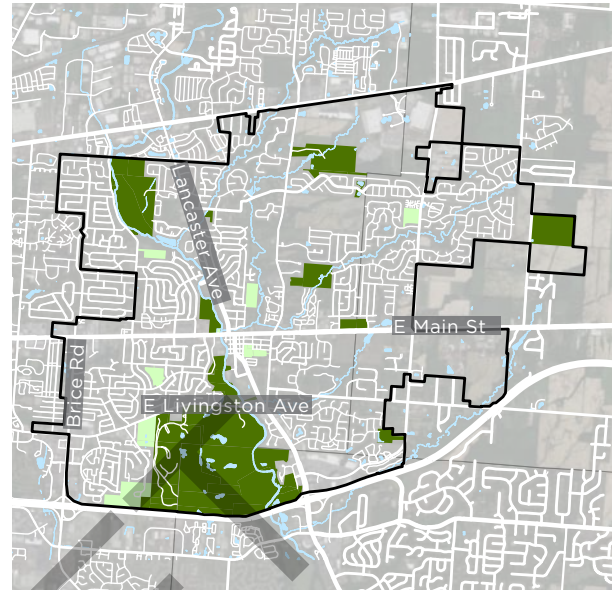


## HOUSING, ECONOMY, AND LAND USE

### OPEN SPACE

Parks, trails, and open spaces are critically important to the health and well-being of Reynoldsburg's residents. The Open Space District can include a variety of open spaces such as golf courses, ball fields, playgrounds, natural passive areas, and neighborhood pocket parks. These parks vary in their users, from attracting people across the region to a smaller, neighborhood scale.

Moving forward, Reynoldsburg should continue to develop green space with both active and passive uses. Trails are an increasingly popular recreational amenity in communities. When planning for trail improvements, trails should connect key destinations in the community, including Olde Reynoldsburg, civic uses, and existing parks. Schools and residential developments without a significant park within a half-mile of residents should be considered a priority for new open space. (The map to the right highlights existing walk access times to existing public spaces and schools throughout Reynoldsburg and can be used as a tool for future open space planning efforts).



#### Key Features

- » Shared-use paths as corridors connecting neighborhoods
- » Play structures, picnic areas, recreational fields
- » Open space for City programming or leisure activities
- » Community gardens and dog parks
- » Educational opportunities and facilities
- » Natural wildlife habitats and preserves

#### Development Character

|                              |                                                                                                                                                                                                                   |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Development Intensity</b> | N/A                                                                                                                                                                                                               |
| <b>Parking</b>               | Off-street where appropriate                                                                                                                                                                                      |
| <b>Front Setback</b>         | N/A                                                                                                                                                                                                               |
| <b>Suggested Uses</b>        | <ul style="list-style-type: none"> <li>• Neighborhood Parks</li> <li>• Golf Courses</li> <li>• Athletic Fields</li> <li>• Shared-Use Paths</li> <li>• Natural/Conservation Areas</li> <li>• City Parks</li> </ul> |





REYNOLDSBURG COMPREHENSIVE PLAN

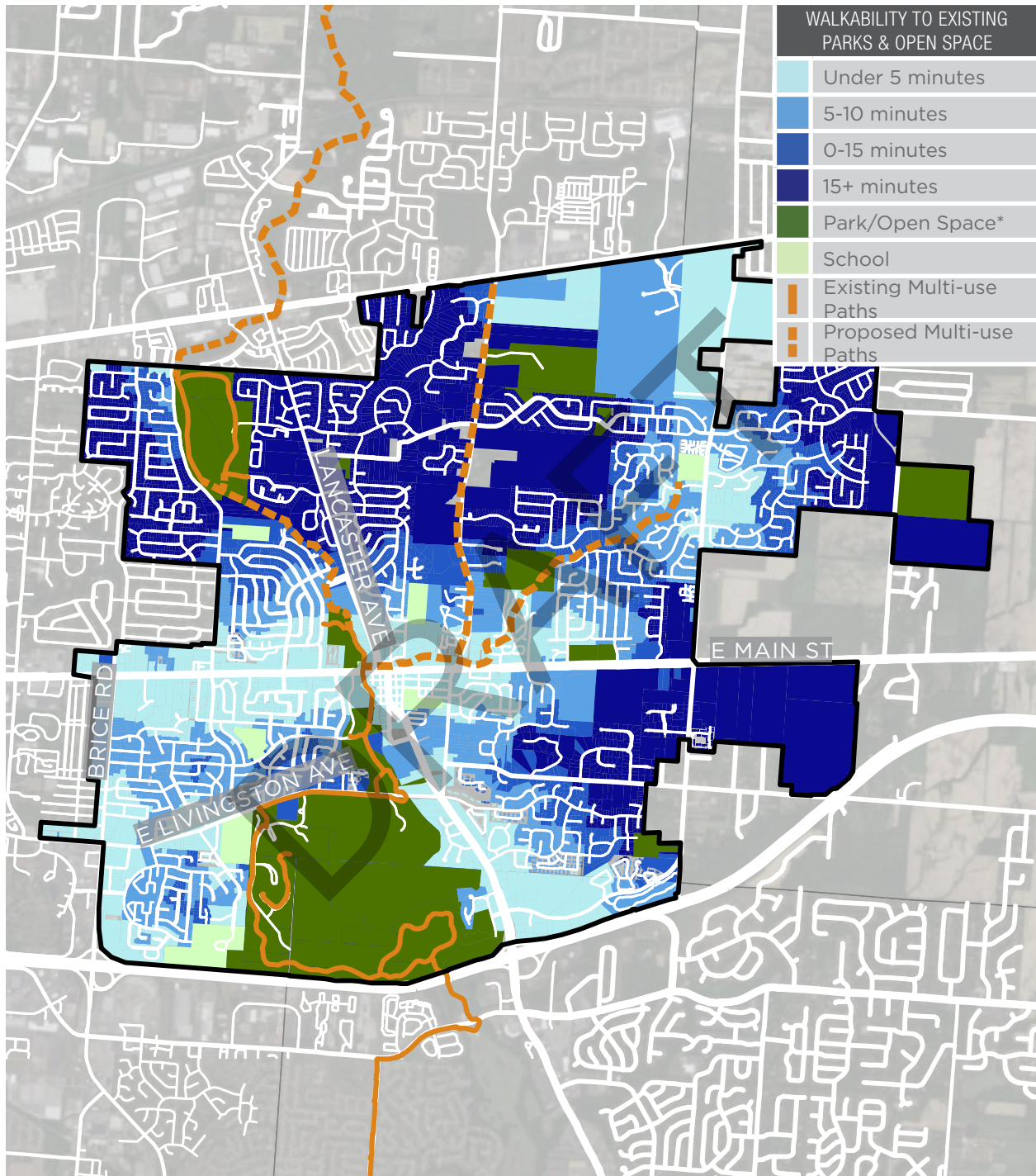


Figure 10: Walkability to Open Space\*



\*School grounds included as open space.

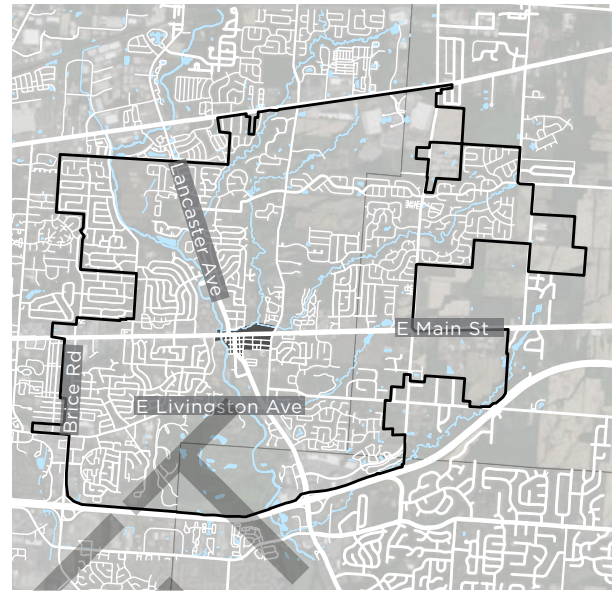
## HOUSING, ECONOMY, AND LAND USE

### OLDE REYNOLDSBURG

Olde Reynoldsburg is the heart and identity of the City. With a blend of historic buildings, walkable retail and restaurants, small offices, and government buildings, the District is an important gathering place for Reynoldsburg residents and helps strengthen the identity and brand of the city.

Future development in Olde Reynoldsburg should strengthen the historic character of the District. Historic buildings, facades, and public spaces should be maintained in accordance with best practices for historic preservation. Interesting and stimulating pedestrian environments should be a primary feature of the District. Sidewalk cafe seating is encouraged, ground-floor retail with large windows should be promoted whenever possible, and pedestrians should feel safe and comfortable on the streets and sidewalks throughout the district. New residential development is highly encouraged to help bolster and support the vibrancy of the downtown.

The boundaries of this district extend west, over Blacklick Creek, to include the current municipal buildings and campus. Incorporating the civic uses, including the YMCA, of this area into Olde Reynoldsburg can strengthen the mix of uses in the area, promoting a diverse and vibrant place.



#### Key Features

- » Identifiable character, branding, and signage
- » Walkable streets with sidewalks, short blocks, and a high quality streetscape
- » Public spaces with attractive landscaping, public art, and pedestrian access
- » Integration of retail, office, and residential uses in a true mixed-use approach

#### Development Character

|                              |                                                                                                                                                                                                                                                      |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Development Intensity</b> | 20,000 - 40,000 sf / acre (residential - varied)                                                                                                                                                                                                     |
| <b>Parking</b>               | Located to the rear or side of the building, well-screened On-street parking                                                                                                                                                                         |
| <b>Front Setback</b>         | 0-15 ft                                                                                                                                                                                                                                              |
| <b>Suggested Uses</b>        | <ul style="list-style-type: none"> <li>• Neighborhood Retail</li> <li>• Bars and Restaurants</li> <li>• Small-Scale Office</li> <li>• Multi-family Residential</li> <li>• Municipal Buildings</li> <li>• Community Centers and Civic Uses</li> </ul> |

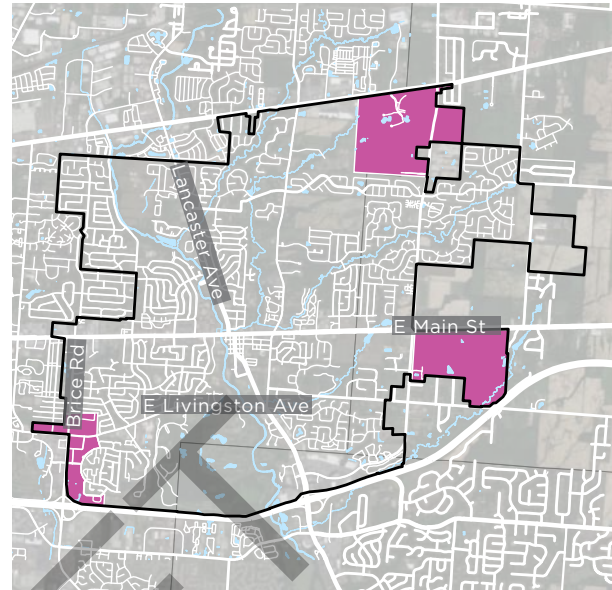




## INNOVATION DISTRICT

Innovation districts include a mix of industrial and office uses intended to serve as economic centers for Reynoldsburg and surrounding communities. Professional office users such as research and development, laboratory, and technology businesses, among others are encouraged. Light industrial, manufacturing, and warehouse uses may be appropriate near major roadways. (In particular, the intersection of Brice Rd. and East Livingston Ave. is a strong opportunity for warehousing and logistics companies to locate and take advantage of the close proximity to I-70 and I-270 to distribute their goods to market. See Chapter 7 for additional information).

Buildings and sites should be well designed, incorporate green infrastructure, have distinct architectural character, and be well integrated with surrounding development and amenities. Attractive landscaping, streetscape elements, and signage should be used to integrate larger sites into the existing street network. Pedestrian crossings should be provided along adjacent streets throughout the districts.



### Key Features

- » Signature buildings should serve as a gateway into Reynoldsburg
- » Attractive landscaping and green infrastructure features such as ponds, fountains, small parks, bioswales, etc., are encouraged
- » Small to mid-sized manufacturing warehouses with limited noise and toxin pollution
- » Signage and branding elements incorporated throughout the district

### Development Character

|                              |                                                                                                                              |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>Development Intensity</b> | 20,000 - 25,000 s.f. per acre                                                                                                |
| <b>Parking</b>               | Rear parking lots, or well-screened side lots                                                                                |
| <b>Front Setback</b>         | 10-25 ft                                                                                                                     |
| <b>Suggested Uses</b>        | <ul style="list-style-type: none"> <li>• Industrial</li> <li>• Office</li> <li>• Logistics</li> <li>• Warehousing</li> </ul> |

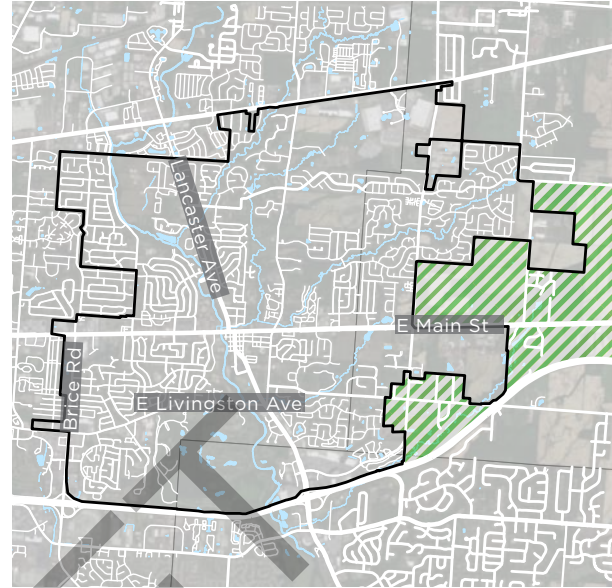


## HOUSING, ECONOMY, AND LAND USE

### CONSERVATION DISTRICT

As Reynoldsburg's boundaries are currently drawn, the vast majority of land and neighborhoods within the City are already developed. However, if land along the eastern portion of Reynoldsburg's boundary gets incorporated into the City, it should be developed in a clustered pattern that preserves farmland, natural features, and open space. Furthermore, clustered residential development often requires less roadway, water, and sewer infrastructure to design, providing potential cost savings to the City.

The district can offer a number of housing types, from single-family detached, to attached, to townhomes. Open space should promote both passive spaces that preserve farmland or wooded areas, areas for green infrastructure, and more active recreational areas. Both greenspace and residential development should be connected through off-road bicycle and pedestrian trails.

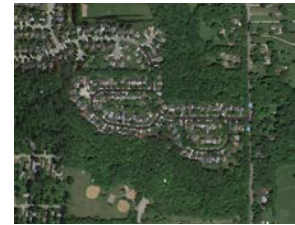


#### Key Features

- » Clustered single-family development that preserves natural features
- » Typically, 50%-70% of the District is conserved
- » Integrates quality landscaping and green infrastructure throughout the developed portion of the district

#### Development Character

|                              |                                                                                                                                                                                                    |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Development Intensity</b> | 4 to 6 units per acre                                                                                                                                                                              |
| <b>Parking</b>               | Rear parking lots, 2 spaces per unit                                                                                                                                                               |
| <b>Front Setback</b>         | 10-20 ft                                                                                                                                                                                           |
| <b>Suggested Uses</b>        | <ul style="list-style-type: none"> <li>• Detached/Attached Single-Family</li> <li>• Schools</li> <li>• Community Centers</li> <li>• Research/Office Parks</li> <li>• Office/Warehousing</li> </ul> |



## REYNOLDSBURG COMPREHENSIVE PLAN

## IMPLEMENTATION

The implementation framework includes a series of goals with related strategies and actions for each plan area. The development of the framework is a result of the public engagement process, existing conditions analysis, and understanding of best practices. It is intended to be used regularly by staff and members of the local leadership to make informed decisions regarding where and how the City grows.

**The following goal, strategies, and actions relate to recommendations around Economy and Land Use.**

| RESPONSIBLE PARTIES                                                               |                               |
|-----------------------------------------------------------------------------------|-------------------------------|
|  | City Council                  |
|  | Planning Department           |
|  | Planning Commission           |
|  | Parks & Recreation Department |
|  | City Auditor                  |
|  | Public Service Department     |
|  | Community Organizations       |

| TIMEFRAME |          |            |
|-----------|----------|------------|
| Short     | <b>S</b> | 0-1 years  |
| Medium    | <b>M</b> | 1-3 years  |
| Long      | <b>L</b> | 3+ years   |
| Ongoing   | <b>O</b> | Continuous |

## GOAL 2 (Economy and Land Use)

DIVERSIFY AND BALANCE A MIX OF LAND USE TYPES THAT CREATES ECONOMIC RESILIENCY WHILE PROMOTING A DISTINCT CHARACTER.

|                                                                                                                                     | TIMEFRAME | POTENTIAL PARTNERS |
|-------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| <b>STRATEGY 2.1:</b> Update codes, regulations, and plans to align with the Future Land Use Map.                                    |           |                    |
| <b>Action 2.1.1:</b> Update the City's Zoning Code to align with the Future Land Use Map and district descriptions and regulations. |           |                    |
| <b>Action 2.1.2:</b> Align updates of the Capital Improvements Plan with the Comprehensive Plan.                                    |           |                    |
| <b>Action 2.1.3:</b> Coordinate MORPC's regional planning initiatives with future planning documents and studies.                   |           |                    |

## HOUSING, ECONOMY, AND LAND USE

|                                                                                                                                                                                                                                                           | TIMEFRAME | POTENTIAL PARTNERS |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| <b>STRATEGY 2.2:</b> Transition the Brice and Main area to a unique and dynamic mixed-use development.                                                                                                                                                    |           |                    |
| <b>Action 2.2.1:</b> Work with public and private agencies (e.g. REDI) to promote redevelopment of focus areas.                                                                                                                                           |           |                    |
| <b>Action 2.2.2:</b> Use existing TIF's and create new ones as needed to finance future capital improvements associated with development in the area.                                                                                                     |           |                    |
| <b>Action 2.2.3:</b> Leverage the potential of the Opportunity Zone to attract future private investment in the Brice Road area.                                                                                                                          |           |                    |
| <b>Action 2.2.4:</b> Work with MORPC and COTA to integrate future mass transit plans into a future overall development in the area.                                                                                                                       |           |                    |
| <b>STRATEGY 2.3:</b> Grow Olde Reynoldsburg as the cultural and entertainment center of the community.                                                                                                                                                    |           |                    |
| <b>Action 2.3.1:</b> Create new public space areas that will serve to create a sense of place and provide opportunities for gathering and entertainment.                                                                                                  |           |                    |
| <b>Action 2.3.2:</b> Embrace the waterways in all future design decisions.                                                                                                                                                                                |           |                    |
| <b>Action 2.3.3:</b> Explore the opportunity to create on-street parking on East Main St. to expand parking options and improve walkability.                                                                                                              |           |                    |
| <b>Action 2.3.4:</b> Consider implementing tools to promote the growth and reinvestment of the Downtown District, including Tax Increment Financing, Designated Outdoor Refreshment Area (DORA), or a Special Improvement District, among other programs. |           |                    |
| <b>Action 2.3.5:</b> Create gateways that define and brand Olde Reynoldsburg, including arches, signage, public art, etc.                                                                                                                                 |           |                    |
| <b>Action 2.3.6:</b> Expand off-street parking options with high-quality landscape screening.                                                                                                                                                             |           |                    |
| <b>STRATEGY 2.4:</b> Transition the Brice Rd. and Livingston Ave. area to a light industrial, innovation, and logistics center that capitalizes and builds on access to the I-70 corridor.                                                                |           |                    |
| <b>Action 2.4.1:</b> Partner with the City of Columbus to transition outdated commercial uses into spaces competitive in the marketplace.                                                                                                                 |           |                    |
| <b>Action 2.4.2:</b> Develop a unique brand to promote the innovation in this district.                                                                                                                                                                   |           |                    |



## REYNOLDSBURG COMPREHENSIVE PLAN





DRAFT

# 04

## MOBILITY

DRAFT



## 04

## MOBILITY

# Mobility

## OVERVIEW

Mobility in Reynoldsburg covers a variety of transportation modes. Beyond a traditional examination of traffic counts and whether or not roadway design can accommodate these traffic counts, this Chapter addresses safety and comfort for pedestrians, transit riders, and automobile drivers. While the future of transportation technology continues to evolve, a focus on developing a comfortable street and pedestrian network for all users will remain essential to helping Reynoldsburg maintain a strong quality of life. The intent of future transportation planning in Reynoldsburg is to balance function and character.

### In This Chapter:

- » **Existing Conditions and Trends:**  
Roadway, Non-motorized Transportation, Complete Streets, Regional Mobility Efforts
- » **Planned Roadway Improvements**
- » **Implementation Strategy**

As Reynoldsburg accommodates population growth and new development, strengthening connectivity and leveraging infrastructure investments will be critical. High quality streetscape design, improved pedestrian safety, and trail connectivity are important investments. Furthermore, the City can coordinate planned infrastructure investments, particularly along East Main Street, with other public and private investments, occurring locally and regionally.

The transportation component of this plan builds upon the principles and land use recommendations to define a vision for the future transportation network. It establishes a hierarchy of streets and street design criteria to support the land use vision and provides strategies to continue to expand the City's road network, bikeway system, transit service, pedestrian infrastructure and other mobility needs over the next 30 years and beyond.

*Survey data indicates that Ohioans increasingly prefer to live in walkable communities. Figure 11 (to the right) indicates areas of strength and opportunity across Reynoldsburg.*

REYNOLDSBURG COMPREHENSIVE PLAN

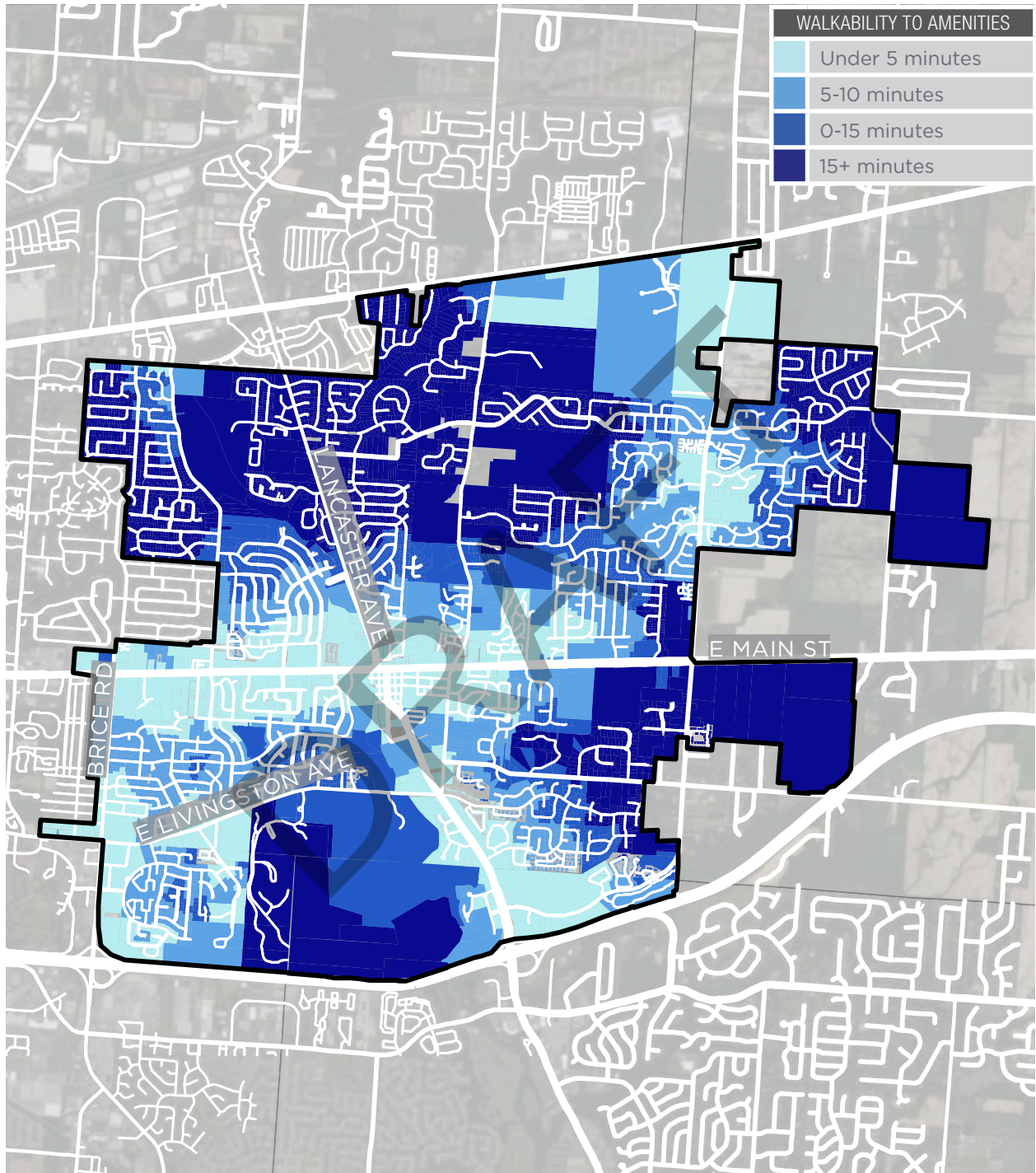


Figure 11: Walkability to Amenities



## MOBILITY

# EXISTING CONDITIONS AND TRENDS

## ROADWAY

### High Crash Locations

The transportation network must be designed to safely accommodate all modes of travel. More heavily traveled corridors will inherently have more crashes due to the higher volume of cars. However, examining the context of crashes helps identify potential improvements. The map on the following page shows areas marked in the top 100 crash locations in Central Ohio by MORPC. They experience both heavy traffic and have multiple curb cuts in close proximity with little to no access management (shared entrances and access drives).

### Traffic Volumes

While Reynoldsburg has several heavily traveled corridors, traffic volume is not as high in comparison with other suburbs. Traffic volumes are measured in terms of average vehicles per day or Average Daily Traffic (ADT). ADT varies considerably based on roadway context and design. High ADT corridors are often attractive for retail development, while less attractive for residential development. Corridors with certain levels of traffic may employ different designs (number of lanes, lane width, intersection type, etc.) depending on context. The new roadway network guidelines will ensure that even roads with high traffic volumes can develop in a safe way for all users.

The East Main Street corridor carries more than 32,000 vehicles per day and Lancaster Avenue nearly 25,000. While these are the busiest roadways in Reynoldsburg, ADT is lower than the busiest



*Waggoner Road and Broad Street (#24 on Figure 12.)*



*Brice Road and East Livingston Avenue (#49 on Figure 12).*



*Brice Road and East Main Street (#90 on Figure 12.)*

roadways in communities such as Dublin and Westerville, which have ADTs between 35,000 to 45,000 vehicles. Despite the high ADT's in these communities, both Dublin and Westerville's downtowns are still vibrant and walkable with a mix of uses. (See recommendations for Olde Reynoldsburg in Chapter 7).



## REYNOLDSBURG COMPREHENSIVE PLAN

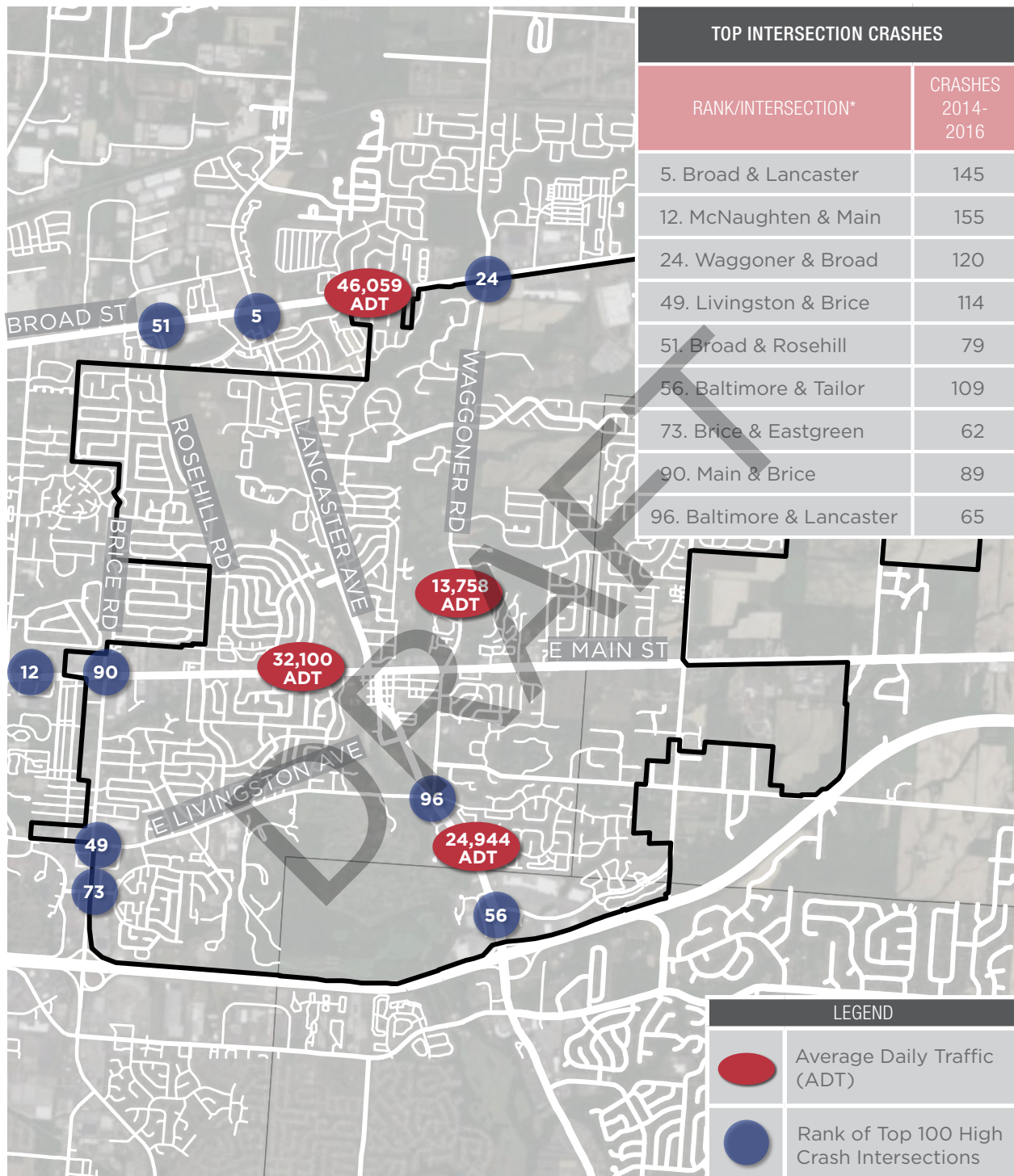


Figure 12: Traffic Counts and High Crash Data Locations



\*Intersections are ranked on total crashes and crash severity.

## MOBILITY

### NON-MOTORIZED TRANSPORTATION

#### Existing Trail Network

The City has an extensive and growing bikeway network connecting to the regional trail and greenway network. As highlighted on the map on the following page, many of the City's parks and schools are connected to the existing bikeway network, and there are plans to provide additional connectivity between the remaining schools, parks, and future bicycle networks.

As Reynoldsburg plans future facilities, there are two different types of trails and paths that can be implemented: off-road trails and on-road bike lanes and facilities. Recommended off-road trails are highlighted here. Integrating on-road facilities into a Complete Streets philosophy and network are highlighted on the following page.

#### Columbus Area Active Transportation Plan

The 2016-2040 Columbus Area Metropolitan Transportation Plan also included the Columbus Area Active Transportation Plan to help identify regionally significant active transportation projects that include pedestrian, bicycle and transit accommodations.

The draft plan, completed in October 2015, includes tools such as an interactive map and cost estimator for construction costs for active transportation facilities. The interactive map identifies major transportation corridors with recommendations for appropriate transportation facilities for each type. As Reynoldsburg plans for future non-motorized facilities, this plan should be consulted.



*A two-way bicycle lane (shown here in Columbus), is a safe, on-road facility protected from automobile traffic by parked cars.*



*Green painted lanes are an effective way to draw attention to cyclists, particularly at intersections.*

#### Implications for Reynoldsburg

Off-road bicycle and trail facilities, while more expensive to construct than on-road bicycle lanes, are safe facilities for users of all ages. The map to the right highlights the parks, schools, and Olde Reynoldsburg. Many of these locations are currently connected by off-road bicycle trails. Filling in the missing links, along with prioritizing construction on trails that connect some of these uses, should be a priority for the City moving forward.



REYNOLDSBURG COMPREHENSIVE PLAN

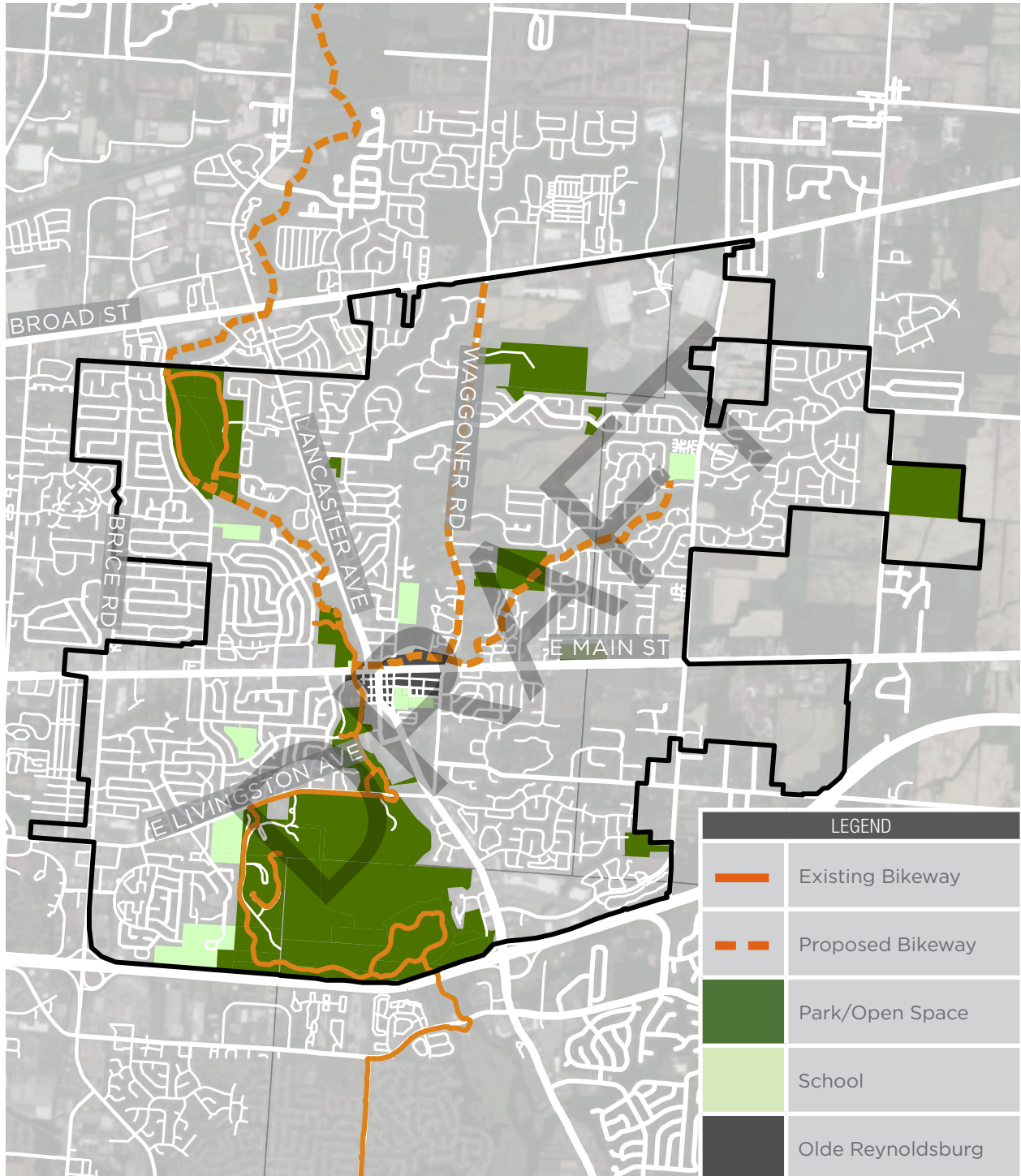


Figure 13: Non-Motorized Transportation Planning



## MOBILITY

### COMPLETE STREETS

Complete Streets is a philosophy used by cities to accommodate the need for an integrated, connected street network that serves users of all ages and abilities, including motorists, bicyclists, pedestrians, and transit riders.

*Throughout the process, Reynoldsburg residents indicated a preference for walkability. A Complete Streets policy can help support walkability.*

Appropriate design standards and engineering requirements must be balanced to meet users' needs within the context of the street. Safe, quality street design must consider travel speed, volume, horizontal and vertical alignments, and sight lines, and how those elements impact various users and the surrounding character.

The design of a "Complete Street" depends on its context. For example, a Complete Street in a rural area may not include sidewalks and curbs, but could feature a multi-use path on one side of the street to provide a meaningful transportation option in that setting. For that reason, not all "Complete Streets" will look the same.

Features of Complete Streets may include:

- » Sidewalks and bike lanes
- » Comfortable and accessible public transportation stops
- » Frequent and safe crossing opportunities, with accessible pedestrian signals
- » Curb extensions and median islands
- » Narrower travel lanes, and roundabouts

The priority roadway networks, highlighted in Figure 14, indicate roadway networks where a Complete Streets approach may have the most significant investment.

### Roundabouts

Intersections typically require stop signs or traffic signals when traffic counts warrant. However, modern, low-speed roundabouts can reduce crashes, accommodate more traffic than traffic signals, cost less, and require less pavement than signalized intersections. Pedestrian crosswalks are located behind the "pause" line for automotive traffic. Although not all intersections are candidates, the roundabout is a viable traffic management tool.

- » **Safety:** Reduction of crashes and fatalities due to slower speeds and no left turns.
- » **Improved traffic flow:** Congestion is alleviated through continuous traffic flow.
- » **Complex intersection solution:** Roundabouts are ideal for 5-legged, sharp intersection and other unusual intersections.



*Roundabouts are becoming increasingly common in Central Ohio. Newark, Ohio (above) installed four roundabouts around its Downtown square.*

- » **Less conflict:** Roundabouts offer fewer points of conflict where crashes may occur.
- » **Easy maintenance:** Given the lack of traffic signals, roundabouts are easier to maintain and more energy efficient than signaled intersections.



## REYNOLDSBURG COMPREHENSIVE PLAN

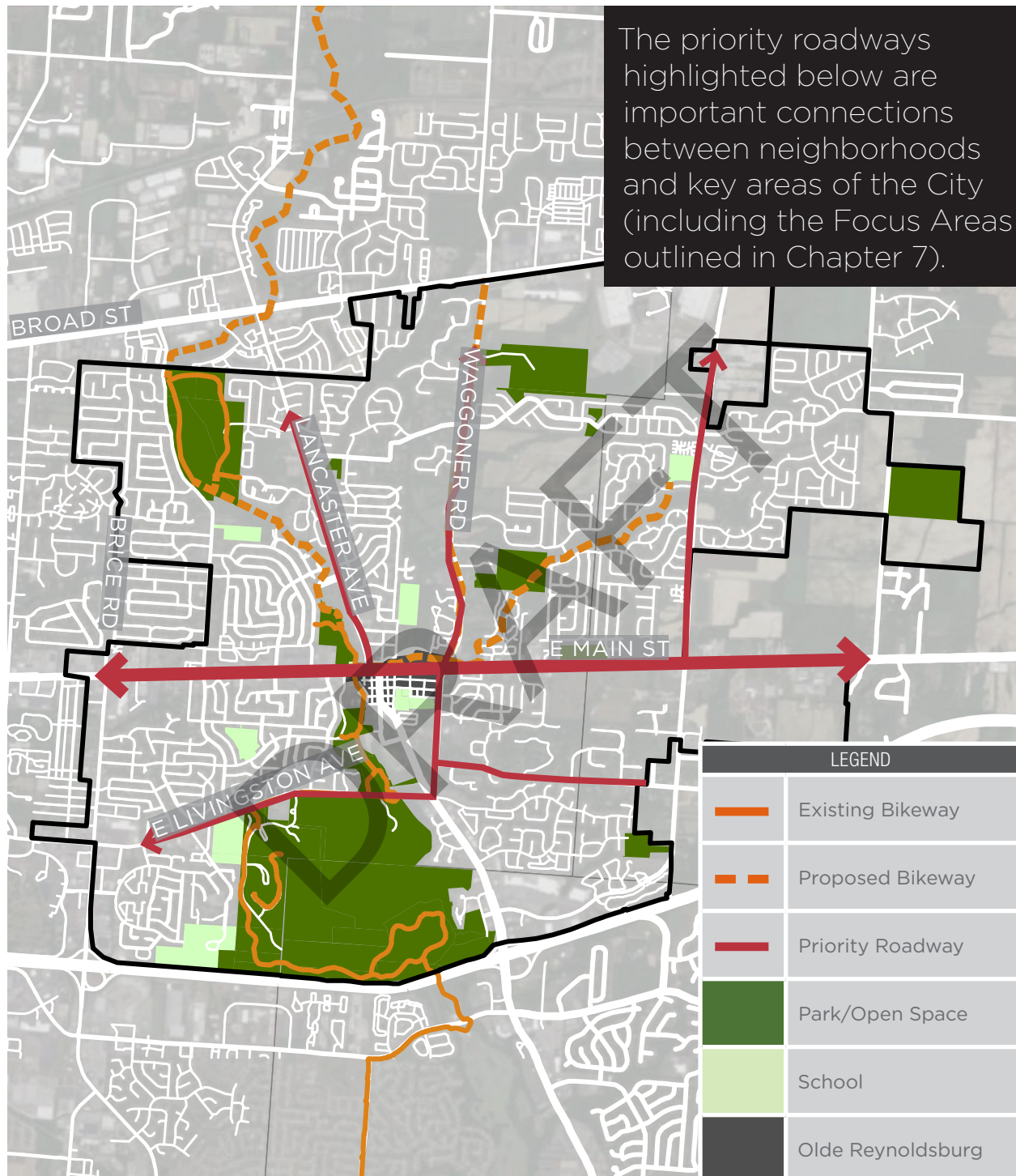


Figure 14: Major City Thoroughfares



See appendix for planned roadway improvements.

## MOBILITY

### REGIONAL MOBILITY EFFORTS

Throughout the Central Ohio region, several planning initiatives are underway that will help shape the future of mobility in Reynoldsburg. These key projects, likely to impact future development, land use, and transportation in Reynoldsburg, are highlighted below.

#### Insight 2050

The Insight 2050 planning process conducted by the Mid-Ohio Regional Planning Commission (MORPC) has estimated that Central Ohio is expected to grow by up to one million people by the year 2050. As part of planning for that population growth, MORPC has initiated a follow-up planning study that considers long-term land use and transportation strategies on five key corridors. These corridors are likely to accommodate significant population growth throughout the Central Ohio.

East Main Street, specifically the portion of the corridor from Downtown Columbus to Reynoldsburg, is one of these five corridors. Local staff and elected officials from jurisdictions along the corridor, along with regional planning officials and transit leaders, have begun planning for the implications of population growth. This includes identifying key nodes of residential development, public space investments, and future transportation options along the corridors.

#### NextGen

The Central Ohio Transit Authority (COTA) recently completed a long-range planning effort called NextGen to identify public transportation needs and opportunities through the year 2050. NextGen considers how future population growth and other trends will shape demand for public transportation. COTA recently reconfigured many of their routes to offer more frequent and faster transit service. The plan's Vision 2050 also includes 13 potential high capacity transit corridors centered

on some of Columbus' most dense corridors. East Main Street has been identified as a high-capacity corridor, with the potential for future Bus Rapid Transit services.

#### Smart Columbus

Municipal governments around the country are at the beginning stages of integrating technologies to improve city functionality and the overall quality of life for residents. In 2016, the City of Columbus won the U.S. Department of Transportation (USDOT) \$40 million Smart City Challenge with additional funds from private and philanthropic sectors. Smart Columbus aims to achieve the following:

- » Improve access to jobs through expanded mobility options in major job centers.
- » Compete globally through smart logistics.
- » Connect Columbus residents to safe, reliable transportation that can be accessed by all.
- » Better connect visitors to transportation options.
- » Develop a more environmentally-sustainable transportation system.

As Smart Columbus continues to evolve, the City of Reynoldsburg may be able to apply lessons learned to the future of mobility in Reynoldsburg.

#### Implications for Reynoldsburg

These regional mobility efforts have identified East Main Street as an important corridor, both for the City of Reynoldsburg and the region. Currently, East Main Street is the main transit corridor in the city (see map to the right). Redevelopment concepts for underutilized areas along this corridor, which can be found in the Focus Areas Chapter, reflect the efforts to accommodate future population growth and increase mobility options along this corridor.

## REYNOLDSBURG COMPREHENSIVE PLAN

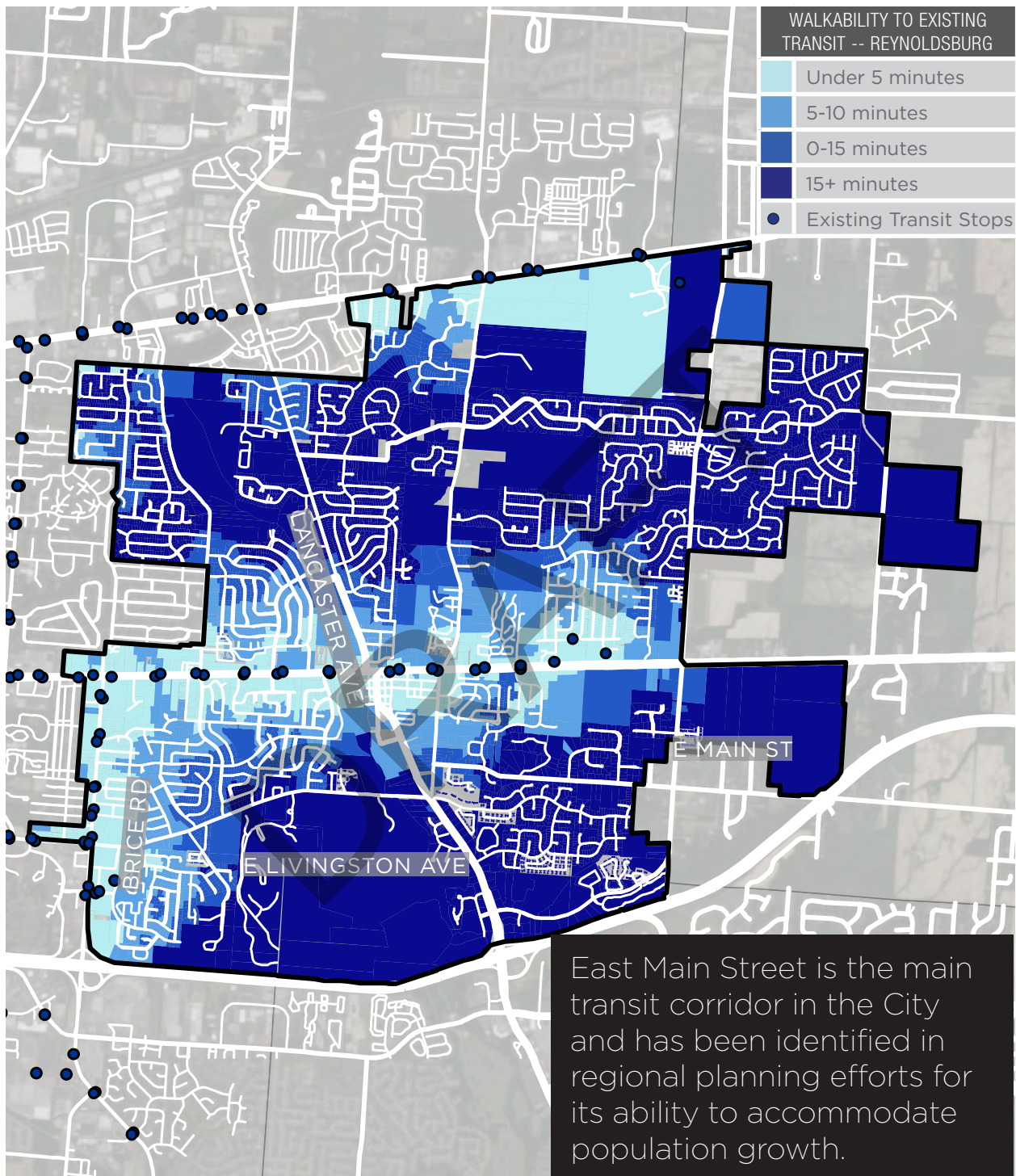


Figure 16: Walkability to Existing Transit





## MOBILITY

### KEY FINDINGS-MOBILITY



#### Existing Conditions

- » The City has an extensive bikeway network with additional connections planned to better link schools, parks, and destinations.
- » East Main Street, Reynoldsburg's main commercial corridor, continues to be a focus of regional planning efforts and local improvements:
  - » As a result of Insight 2050, local stakeholders are studying East Main Street as a corridor that is likely to accommodate significant population growth over the next 30 years.
  - » In the short term, East Main Street has plans for capital improvements by 2022. Infrastructure and streetscape improvements should be designed with the understanding that more residents will live along East Main Street in the future.
  - » East Main Street will be repaved in Olde Reynoldsburg in 2019. A new streetscape should include well-defined pedestrian markings and on-street parking to improve the safety, energy, and access in Olde Reynoldsburg. (U.S. Route 23 goes through the heart of Olde Reynoldsburg, it is a walkable street with on-street parking).



#### Public Engagement

- » Residents noted low satisfaction and high rate of importance for road conditions and traffic flow (Aimpoint).
- » Residents noted a preference for walkability throughout the process.
- » Improving trail connectivity throughout the City is important (Stakeholders). Multi-purpose trails and bicycle paths were moderately important to survey respondents. (Aimpoint).

## IMPLEMENTATION

The implementation framework includes a series of goals with related strategies and actions for each plan area. The development of the framework is a result of the public engagement process, existing conditions analysis, and understanding of best practices. It is intended to be used regularly by staff and members of the local leadership to make informed decisions regarding where and how the City grows.

**The following goal, strategies, and actions relate to recommendations around Mobility.**

| RESPONSIBLE PARTIES                                                               |   |                           |
|-----------------------------------------------------------------------------------|---|---------------------------|
| C                                                                                 |   | City Council              |
| P                                                                                 |   | Planning Dept.            |
| PC                                                                                |   | Planning Commission       |
|  |   | Parks & Rec Dept.         |
|  |   | City Auditor              |
|  |   | Public Service Department |
|  |   | Community Organizations   |
| TIMEFRAME                                                                         |   |                           |
| Short                                                                             | S | 0-1 years                 |
| Medium                                                                            | M | 1-3 years                 |
| Long                                                                              | L | 3+ years                  |
| Ongoing                                                                           | O | Continuous                |

## GOAL 3 (Mobility)

A SAFE, EFFICIENT, AND ACCESSIBLE TRANSPORTATION NETWORK THAT INCLUDES A RANGE OF MOBILITY OPTIONS

|                                                                                                                                                                                                                                                                                                                                                                                                                               | TIMEFRAME | POTENTIAL PARTNERS |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| <b>STRATEGY 3.1:</b> Expand the sidewalk and bikeway networks to provide connectivity within Reynoldsburg and the region.                                                                                                                                                                                                                                                                                                     |           |                    |
| <b>Action 3.1.1:</b> Create multi-use paths along at least one side of new roadways. While many residential streets may be appropriate for onstreet bike facilities, busier streets with higher vehicle counts are better suited for off-street paths.                                                                                                                                                                        |           |                    |
| <b>Action 3.1.2:</b> Establish partnerships with area jurisdictions and state agencies and organizations on bikeways and trails. Coordinate the extension of bikeways and trails into adjacent townships and municipalities by collaborating with Central Ohio Greenways, MORPC, Metroparks, City of Columbus, Townships, and other entities. Collaborative efforts may enable special funding or cost-sharing opportunities. |           |                    |

## MOBILITY

### GOAL 3 (Mobility)

A SAFE, EFFICIENT, AND ACCESSIBLE TRANSPORTATION NETWORK THAT INCLUDES A RANGE OF MOBILITY OPTIONS

|                                                                                                                                                                                                                                                                                                                                                                                                                                     | TIMEFRAME | POTENTIAL PARTNERS |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| <b>STRATEGY 3.1:</b> Expand the sidewalk and bikeway networks to provide connectivity within Reynoldsburg and the region.                                                                                                                                                                                                                                                                                                           |           |                    |
| <b>Action 3.1.3:</b> Require that bicycle parking facilities (bike racks or shelters) are included on new development plans where appropriate. Include requirements for bike parking facilities within the suggested update to the City's zoning code.                                                                                                                                                                              |           |                    |
| <b>STRATEGY 3.2:</b> Reduce congestion and improve quality of main corridors and intersections.                                                                                                                                                                                                                                                                                                                                     |           |                    |
| <b>Action 3.2.1:</b> Manage access points onto parkways and boulevards (arterials and major collectors). Access management should be applied on all boulevards and parkways and on avenues in commercial settings to provide for adequate, safe and properly designed entrances and exits to and from developments.                                                                                                                 |           |                    |
| <b>Action 3.2.2:</b> Consider the use of roundabouts at local intersections. Modern roundabouts have been demonstrated to improve efficiency and safety at critical intersections. The City should consider roundabouts at intersections where appropriate.                                                                                                                                                                         |           |                    |
| <b>Action 3.2.3:</b> Require traffic impact studies for most development proposals. Development proposals that meet certain criteria should be required to submit a traffic impact study as part of the review process. Traffic impact studies are used as tools by many central Ohio municipalities to negotiate shared responsibility for transportation improvements.                                                            |           |                    |
| <b>Action 3.2.4:</b> Develop partnerships to leverage the work of the City of Columbus' Smart City Grant. The Smart City Grant (from the US Department of Transportation), has made Columbus an epicenter for testing "intelligent" transportation systems. Reynoldsburg should be active in following the Smart City initiative and look for ways to bring new transportation and traffic management technologies to Reynoldsburg. |           |                    |

## REYNOLDSBURG COMPREHENSIVE PLAN

|                                                                                                                                                                                                                                                                                                                                                                                    | TIMEFRAME | POTENTIAL PARTNERS |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| <b>STRATEGY 3.3:</b> Expand public transportation options.                                                                                                                                                                                                                                                                                                                         |           |                    |
| <b>Action 3.3.1:</b> Continue to coordinate with the Central Ohio Transit Authority (COTA). Meet with COTA officials at least annually to identify opportunities to improve public transportation in the City. As needed, share significant development proposals to assess their design with regard to viability of transit.                                                      |           |                    |
| <b>STRATEGY 3.4:</b> Ensure that new developments are connected into the existing transportation network.                                                                                                                                                                                                                                                                          |           |                    |
| <b>Action 3.4.1:</b> Require street and trail connectivity between developments. Update the land development regulations to require that development plans include street and trail connections to adjacent development. At the edge of the City, stub streets should be included in subdivisions with the expectation that those streets will be connected to future development. |           |                    |
| <b>STRATEGY 3.5:</b> Expand trail connectivity in and around Olde Reynoldsburg.                                                                                                                                                                                                                                                                                                    |           |                    |
| <b>Action 3.5.1:</b> Develop a trail connection west of the Main Street Bridge, on the north side of the street, to connect to the Blacklick Trail.                                                                                                                                                                                                                                |           |                    |
| <b>Action 3.5.2:</b> Develop and implement a trail network through Old Reynoldsburg along the French Run Creek.                                                                                                                                                                                                                                                                    |           |                    |
| <b>STRATEGY 3.6:</b> Ensure Reynoldsburg is prepared for the adoption of autonomous and connected vehicles.                                                                                                                                                                                                                                                                        |           |                    |
| <b>Action 3.6.1:</b> Ensure that a zoning code update incorporates anticipated changes in land use and parking requirements as a result of autonomous vehicles.                                                                                                                                                                                                                    |           |                    |
| <b>Action 3.6.2:</b> Planning Commission should consider the impact of autonomous vehicles in development review.                                                                                                                                                                                                                                                                  |           |                    |



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05



## UTILITIES AND INFRASTRUCTURE

# Utilities and Infrastructure

## OVERVIEW

Reynoldsburg's sewer, water and drainage systems are critical in providing for the public health and safety for residents, employees, and students within Reynoldsburg. Homes, businesses, schools, and institutions all benefit from the development, operations, and maintenance of Reynoldsburg's infrastructure.

The goal for Reynoldsburg's public utilities is to maintain excellent service with all utilities while utilizing proven technologies and best practices to make the City's systems more efficient and sustainable. The City's utilities are currently functioning at a high level, but there are opportunities in future development projects to continue to improve the systems' functionality.

### In This Chapter:

- » **Existing Conditions:** Sanitary System, Storm System, Water System, Sewer Service Area, Fiber
- » **Best Practices:** Green Infrastructure and Street Design
- » **Implementation Strategy**

## EXISTING CONDITIONS

### Sanitary System

Reynoldsburg sanitary sewer lines perform the essential function of collecting household and commercial wastes and conveying them to points of discharge – primarily into the City of Columbus for treatment. The construction and management of a sanitary sewer system is a major component of the City's public works infrastructure network and imperative to community health.

The City of Reynoldsburg has a contractual agreement with the City of Columbus for sewage treatment. The existing sanitary sewer lines in the City are connected to Columbus. The City programmatically includes sanitary sewer line improvements in conjunction with street rehabilitation projects.

*As Reynoldsburg plans for sewer service, areas that can flow by gravity to the existing subtrunks are the most efficient areas to serve. Areas that cannot be served via gravity lines can be accessed with lift stations, but these are expensive.*

Sewer planning uses the Equivalent Dwelling Unit to determine future sewer needs. The 2002 study and county standards fall somewhere between 350

REYNOLDSBURG COMPREHENSIVE PLAN

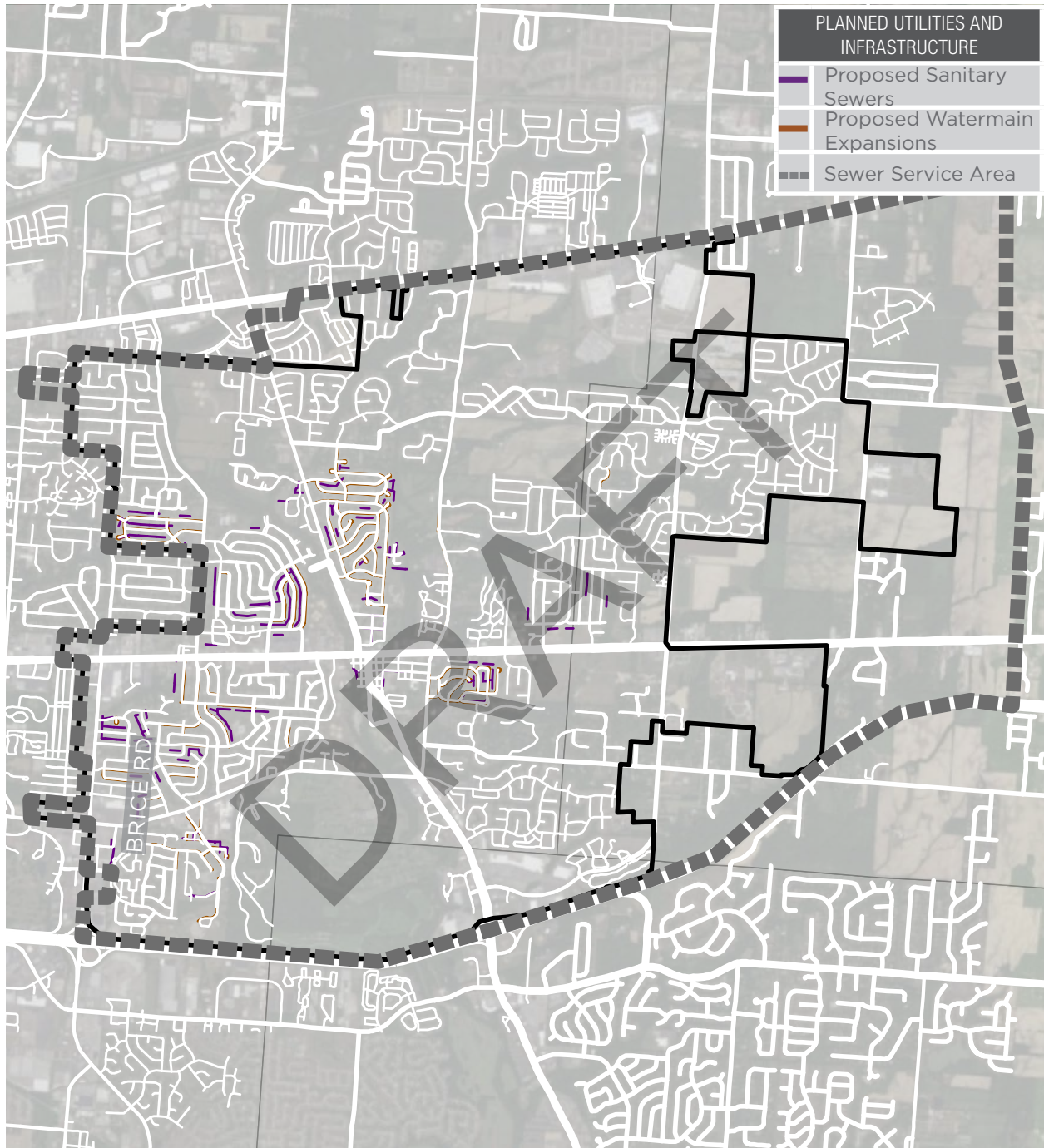


Figure 17: Planned Utilities and Infrastructure



## UTILITIES AND INFRASTRUCTURE

gallons per day and 400 gallons per day. This allows for planning per housing unit. Non-residential uses are calculated based on an EDU as determined based on the specific type of use.

- » *DFFOs led to Citywide SSES Investigations*
- » *CCTV, Smoke Testing, and Manhole Investigations*
- » *Frequency and Severity of Defects produced many recommendations*
- » *Rehabilitation, Repair, or Replacement*

The additional load resulting from proposed development will require sanitary sewer line extensions for new development, some existing line upgrades in the strategic location redevelopment areas, and a holistic understanding of Reynoldsburg's needs and Columbus' capacity.

### Storm System

The purpose of Reynoldsburg's storm drainage system is to deal with excess stormwater from paved streets, parking lots, sidewalks, and roofs. Projects are designed to reduce the potential impact of new and existing developments with respect to surface water drainage discharges.

Reynoldsburg maintains a substantial amount of both underground stormwater drainage pipes, and continues to incorporate stormwater requirements into every public and private development proposal.

Reynoldsburg has practiced sustainable urban drainage, trying to replicate natural systems that lower the environmental impacts caused by dirty surface water run-off through collection, storage, and cleaning before allowing it to be released slowly back into water courses. These sustainable urban drainage systems require little or no energy input (except from environmental sources such as sunlight, etc.), are resilient to use, and are environmentally as well as aesthetically attractive. However, they do require regular maintenance, as any landscaped feature does.

The table below shows the city's current stormwater management strategies and the quantity of each type of asset.

Existing stormwater system drainage pipes are sufficient for the proposed growth in this plan, yet all new development will require a storm sewer system that mitigates any water quantity or quality impacts. All development proposals must consider downstream impacts. Stormwater management is reviewed by the City as part of the subdivision platting process. Commercial development plans also must be reviewed for proper stormwater treatment and discharge.

### Water Main System

Water quality is extremely important, as all public and private development proposals, especially in the Blacklick Creek corridor, must consider the effects of the built environment on the City's water supply. The water distribution system provides reliable water service to customers in the quantities they desire, at the quality level that meets or exceeds both customer and regulatory standards.

Reynoldsburg owns and maintains its own water supply. Water supply comes from the City of Columbus. All water is treated by Columbus and is then master metered as it enters the City of Reynoldsburg and is distributed to residents and businesses.

Currently, the City of Reynoldsburg maintains a water distribution system serving local homes and businesses and over a million feet of pipe infrastructure with the pressures and capacities necessary to support the City's fire hydrants to ensure proper fire protection for properties within the City. Much of this infrastructure has been replaced in the past 20 years, as improvements in technology have led to increased longevity (the system is expected to last for the next 75 years) and capacity (the diameter of the piping). The high quality drinking water produced by Reynoldsburg consistently meets all water quality regulations.

## REYNOLDSBURG COMPREHENSIVE PLAN

## Water Use Trends

Over the past decade, Reynoldsburg and other Midwest water utilities have experienced a trend of declining water use per capita. This trend has been attributed to increased water use efficiencies in new appliances (such as toilets, washing machines, shower heads, etc.), public water conservation awareness and increasing water/sewer bills. The declining use has more than offset the increases due to population growth. Future per capita use is predicted to remain about the same or slightly decreasing. When average household size (of people and square feet) decreases, so does water

use. When a portion of the projected growth is based upon multi-family, even less water is used, as landscape irrigation and car washing is usually nonexistent.

Based on predicted use patterns and existing infrastructure, Reynoldsburg is well positioned to accommodate the projected growth. The water utility has the supply capacity and the distribution system to support the additional residents and businesses. Certain sections of the water main network will require replacement pipes, valves, fire hydrants, and meters in the near future.

## Fiber

Internet usage has evolved dramatically in the last few years, changing how we all shop, bank, and search for services, among other things. Residents and businesses are increasingly reliant on the Internet for their daily needs. The expectations for internet performance (speed and capacity) continue to increase and that trend is expected to accelerate. A number of communities in Central Ohio, are turning to municipally provided broadband internet service, or fiber, as a means to promote economic and social development within their communities. Fiber connectivity has proven to be an essential utility to support business operations and economic and educational development.

A public utility is a service viewed as an everyday necessity to the public at large. Fast internet (1 Gbps), at an affordable price, has become and will grow as an everyday necessity for businesses and

residents. As such, the public utility model needs to be seriously considered, to ensure equitable and inclusive access. It is recommended that the city establish fiber connectivity for residents, ensuring equitable access to and inclusion for all residents. Experts at the Fiber to the Home (FTTH) Council say fiber-to-the-home connections are the only technology with enough bandwidth to handle

projected consumer demands during the next decade reliably and cost effectively.

*Focus Area #4 at Brice and Livingston is an ideal location for implementing fiber infrastructure.*

Media companies (Time Warner Cable, AT&T, Verizon, Comcast, etc.) echo the FTTH Council in their assessment,

claiming that existing services will not be able to handle the demand at the rate is growing. To remain competitive in attracting and retaining the brightest and best to live and work in our community, the city needs to extend the public utility infrastructure to support the needs of an information society.



## UTILITIES AND INFRASTRUCTURE

### BEST PRACTICES

#### Green Infrastructure

Green infrastructure and low impact development strategies can minimize storm sewer improvement costs to support development and can also be implemented with complete streets. Low Impact Development (LID) is a stormwater management approach modeled after nature: manage rainfall at the source using uniformly distributed decentralized micro-scale controls. LID's goal is to mimic a site's pre-development hydrology by using design techniques that infiltrate, filter, store, evaporate, and detain runoff close to its source. Techniques are based on the premise that stormwater management should not be seen as stormwater disposal. Instead

of conveying and managing stormwater in large, costly end-of-pipe facilities located at the bottom of drainage areas, LID addresses stormwater through small, cost-effective landscape features located at

*Green infrastructure can be incorporated within complete street design.*

the lot level. This includes not only open space, but also rooftops, streetscapes, parking lots, sidewalks, and medians. LID is a versatile approach that can be applied equally well to new development, urban retrofits, and redevelopment projects.

#### Permeable Surfaces

Over time, as pavement is replaced in the city, permeable surfaces like pavers and porous asphalt can be used to reduce the quantity of stormwater that runs directly into the storm system. Permeable pavers allow stormwater to flow through pavers and infiltrate the ground, rather than into the stormwater system.

##### POTENTIAL LOCATIONS:

- » Sidewalks
- » Curb-bumpouts
- » Medians
- » Parking lots



#### Street Medians

The primary benefit of street medians is to give pedestrians a stopping point when crossing from one side of the street to the other. However, street medians are an ideal location to integrate green infrastructure into a street, while adding an element of visual interest.

##### POTENTIAL LOCATIONS:

- » Locate on busy streets to narrow the feel of the street while reducing traffic speeds
- » Locate in between crosswalks separated by long distances.



## REYNOLDSBURG COMPREHENSIVE PLAN

## Bioswales and Rain Gardens

Rainwater that runs off from Reynoldsburg's streets can be diverted into bioswales and rain gardens, which reduce the quantity of water entering the storm system, improve water quality, and provide landscaping elements.

## POTENTIAL LOCATIONS:

- » Curb-Bumpouts
- » Medians
- » Parking lots and on-street parking
- » Plazas or parks adjacent to the street



## KEY FINDINGS-UTILITIES &amp; INFRASTRUCTURE



## Existing Conditions

- » The City's utilities are functioning at a high level. To continue this high functionality, future development should increase the efficiency and sustainability of the system.
- » Fast internet at an affordable price, has become and will grow as an everyday necessity for businesses and residents.
- » Green infrastructure can be incorporated into stormwater and roadway projects to increase water quality and reduce the burden on the stormwater system.



## Public Engagement

- » Residents are open to expanding the City's boundaries to the east to accommodate income-generating uses. (Aimpoint Survey)
- » Residents cited infrastructure conditions as a primary concern in the City. (Aimpoint)

## UTILITIES AND INFRASTRUCTURE

### IMPLEMENTATION

The implementation framework includes a series of goals with related strategies and actions for each plan area. The development of the framework is a result of the public engagement process, existing conditions analysis, and understanding of best practices. It is intended to be used regularly by staff and members of the local leadership to make informed decisions regarding where and how the City grows.

**The following goal, strategies, and actions relate to recommendations around Utilities and Infrastructure.**

| RESPONSIBLE PARTIES                                                               |                           |
|-----------------------------------------------------------------------------------|---------------------------|
|  | City Council              |
|  | Planning Dept.            |
|  | Planning Commission       |
|  | Parks & Rec Dept.         |
|  | City Auditor              |
|  | Public Service Department |
|  | Community Organizations   |

| TIMEFRAME |          |            |
|-----------|----------|------------|
| Short     | <b>S</b> | 0-1 years  |
| Medium    | <b>M</b> | 1-3 years  |
| Long      | <b>L</b> | 3+ years   |
| Ongoing   | <b>O</b> | Continuous |

## GOAL 4 (*Utilities and Infrastructure*)

### COORDINATE FUTURE INFRASTRUCTURE INVESTMENTS WITH ANTICIPATED GROWTH AND DEVELOPMENT

|                                                                                                                            | TIMEFRAME | POTENTIAL PARTNERS |
|----------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| <b>STRATEGY 4.1:</b> Explore opportunities around implementing fiber infrastructure.                                       |           |                    |
| <b>Action 4.1.1:</b> Explore the business model for the delivery of 1 GB of affordable fiber optic service to every house. |           |                    |
| <b>Action 4.1.2:</b> If a fiber network is implemented, it should be implemented and maintained in an equitable manner.    |           |                    |

## REYNOLDSBURG COMPREHENSIVE PLAN

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | TIMEFRAME | POTENTIAL PARTNERS |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| <b>STRATEGY 4.2:</b> Examine wastewater collection capacity to ensure it meets future needs.                                                                                                                                                                                                                                                                                                                                                                                                                |           |                    |
| <b>Action 4.2.1:</b> Perform sanitary sewer system capacity analyses. Development can be constrained by sewer capacity. Study scenarios need to be conducted to determine the future growth and to help adjust the budget as needed to include the remedies found in the analyses. The analyses will also help the continual improve of inflow and infiltration to minimize impact to facilities. The studies will also evaluate the downstream loads based on projected locations and density development. |           |                    |
| <b>STRATEGY 4.3:</b> Ensure stormwater quality is improved as Reynoldsburg's population continues to grow.                                                                                                                                                                                                                                                                                                                                                                                                  |           |                    |
| <b>Action 4.3.1:</b> Establish processes to ensure detention and retention facilities and water quality features are maintained. A review of current monitoring process should be completed and recommendations made to ensure maintenance is being performed as needed.                                                                                                                                                                                                                                    |           |                    |
| <b>Action 4.3.2:</b> Employ sustainable methods for roadway construction. Utilize sustainable methods in the design of streets, as recommended in this Plan.                                                                                                                                                                                                                                                                                                                                                |           |                    |
| <b>Action 4.3.3:</b> Coordinate Reynoldsburg's stormwater policies with neighboring jurisdictions. Watersheds have geographic limits that are not constrained by jurisdictional boundaries. The City should understand the efforts of neighboring jurisdictions to better maintain stormwater runoff at the current levels and improve the stormwater quality.                                                                                                                                              |           |                    |
| <b>Action 4.3.4:</b> Create an education program to guide individual citizens on how to reduce stormwater runoff and improve water quality. Collaborate with Franklin Soil and Water Conservation District on education and outreach to the public through mailings, social media, in-person workshops and other methods as to how citizens can reduce stormwater runoff and improve water quality (rain barrels, rain gardens, planting of trees and grasses along waterways, etc.).                       |           |                    |

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06

## COMMUNITY IMAGE AND BRAND



# Community Image and Brand

## OVERVIEW

A community's image and brand describes the overall impression, culture, and feel of a community. It reflects its values and encompasses almost every aspect of a city. How well-maintained is a city? Does it offer places to gather publicly? Are its streets invested in? A brand is cultivated through physical efforts such as signage, streetscape design, or architecture, as well as marketing by the City including digital messaging, community events, and social media. The following chapter includes strategies that can continue to help define and enhance the City of Reynoldsburg's image and brand.

Ultimately, the City of Reynoldsburg needs to take an active role in cultivating its own brand and identity. If the City isn't, someone else is. This could be residents on social media, or through local media outlets. The City of Reynoldsburg is competing against communities across Central Ohio, each of whom are actively shaping their own identity in a unique way. The creation and delivery of Reynoldsburg's image is a strategic process which requires comprehensive attention and long-term sustainability.

### In This Chapter:

- » **Existing Conditions and Trends:** Current perception of brand, brand development, and signature places
- » **Signage Overview:** Function, Concepts, and Locations
- » **Key Findings:** Existing Conditions and Trends, Public Engagement
- » **Implementation Framework:** Goals and Strategies

*A community's image and brand helps establish a sense of place and tells a compelling story of its vision for the future.*

## EXISTING CONDITIONS AND TRENDS

### Current Perception of Brand

Understanding how residents and visitors currently view Reynoldsburg is helpful in determining how to create an effective brand moving forward. According to the Aimpoint survey responses, 41.2% of residents do not believe the City has a distinct identity, while 7.6% are unsure. Those who do think that Reynoldsburg has an identity describe it as family-oriented, suburban, and diverse. Those who think the City lacks an identity would like to see its identity centered around similar themes of community engagement and family.

As the City works to cultivate its image and brand, Reynoldsburg may consider leveraging the positive attributes identified by community members while actively engaging with those who do not believe an image or identity yet exists.

### Brand Development: What's In a Brand?

The City's branding serves as a promise to residents and visitors to deliver the long-term vision for the community as defined throughout this Plan. The image and brand of a city is more than a logo or banner: it tells a compelling story to targeted audiences and consistently delivers on its brand promises.

In order to deliver on the long-term vision of a city, target audiences may be identified. What is expected from a city will vary for residents, employees, and employers, but a city should aim to develop a brand promise for each audience which reinforces, and does not contradict, the others.

- » **Current and Future Residents:** As current residents age, what is their perception of the City? As Central Ohio grows, what do prospective residents think of the community?
- » **Current and Future Employees:** Will current employees who live outside of Reynoldsburg consider moving to the City? What is needed to attract prospective employees to move to the City?
- » **Current and Future Employers:** How do current businesses view the City? Does the current image and brand reflect a strong sense of identity and leverage Reynoldsburg's economic opportunities for future employers?

### *Image and Branding Opportunities for Reynoldsburg*

| Challenges Identified During Planning Process                                                    | Opportunities                                                                                                                                            |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Reynoldsburg residents don't agree if the City has a current brand or image.                     | The community can guide the development of a desired vision and brand for the future.                                                                    |
| Not all gateways into the city are defined, nor is there consistent gateway treatments applied.  | Targeted investment along main corridors and entrances to the City can simultaneously strengthen branding, economic development, and land use decisions. |
| The downtown does not currently serve as the cultural and entertainment center of the community. | Olde Reynoldsburg can be strengthened to serve as a civic node and experience-based commercial center.                                                   |
| The City is growing and diverse.                                                                 | The City can celebrate the diversity which makes it different from other places while strategically planning for growth.                                 |

## COMMUNITY IMAGE AND BRAND

### Signature Places in Central Ohio

Signature places, such as downtowns, parks, plazas, and mixed-use environments, can define and project a city's image and brand and establish a sense of place for residents and visitors. Leveraging an effective brand of these spaces can serve as a catalyst for future investment within the city. Enhancing Olde Reynoldsburg can help shape the identity of the Reynoldsburg. The following are three examples of signature places impacting a Central Ohio city's image and brand.

#### **Olde Worthington, Worthington, Ohio**

The downtown of Worthington, Olde Worthington, is a gathering space for the City with local shops and a nearby Village Green. Olde Worthington has historic buildings and character that create a sense of place. A high quality streetscape that includes street trees and paver sidewalks supports a comfortable environment for pedestrians and outdoor diners. The character of Olde Worthington is also reflected in the City logo, further enforcing this historic area as the image and brand of the City.

#### **Grandview Yard, Grandview Heights, Ohio**

Grandview Yard is a mixed use project that brings new retail, office, and residential units while creating an urban environment that did not exist within the City. Throughout the district, signage, materials, and landscaping is cohesive, and buildings follow urban site design principles. This creates a unique and inviting gateway into the City that is well-known around Central Ohio.

#### **Creekside, Gahanna, Ohio**

Gahanna's image and brand celebrates natural beauty along with the strength of families and commitment to growing businesses. This is reflected in Creekside, in downtown Gahanna, where water elements, including a central fountain and pathways along Big Walnut Creek, are integrated within an urban, mixed use development that supports residences and local businesses. This unique, high quality space, is used for community gatherings and promoted as a destination within the City.



*(Pictured: Downtown Worthington)*

*Cities are increasingly identified by their downtown. Focusing improvements and branding here can help create an image of Reynoldsburg across the region.*



*(Pictured: Grandview Yard)*

*Signature developments can welcome visitors to the city, while serving housing and commercial needs.*



*(Pictured: Creekside, Gahanna)*

*Parks and open space can be used for community events and gatherings which help build a city's brand.*



# SIGNAGE OVERVIEW

## Recommended Function

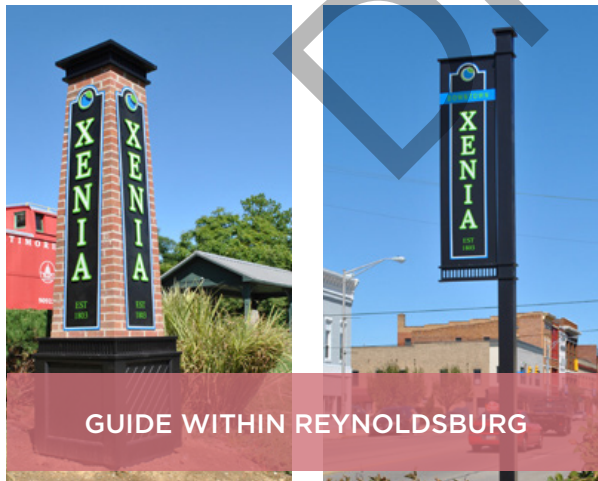
An effective branding strategy, which delivers on the promise of a long-term vision for the city, may be physically supported by appropriate signs, banners, and logos. Aligned with best practices in planning, urban design, and marketing, signage throughout the City of Reynoldsburg should meet four basic objectives:



*Signage should reflect the future vision of a City. The City of South Euclid recently re-branded itself to reflect its focus on sustainability.*



*Branding should be amplified at gateways to the City and special districts like Downtown.*



*Signage should be clear and consistent across the City, but vary in design.*



*Creative wayfinding can navigate while adding character within a community.*

## COMMUNITY IMAGE AND BRAND

### Signage and Gateway Concepts

As Reynoldsburg thinks about defining its signature space, Olde Reynoldsburg, distinct signage should be incorporated into the overall design and infrastructure improvements. Implementing consistent signage concepts can add to Olde Reynoldsburg's identity while bringing distinct areas of the district together.

As development continues to occur on the south side of East Main Street, including with the construction of the YMCA, safely connecting this area with historic Olde Reynoldsburg can benefit users. Signage concepts on Main Street and Davidson Drive (above) and along the Main Street bridge into Olde Reynoldsburg (right) can assist with physically tying these two areas together.

Finally, the concept can be repeated at other public spaces throughout Olde Reynoldsburg, (including parks, public spaces, and public parking lots). The concept below is designed for the parking lot at East Main Street and Lancaster Avenue.



*Main Street and Davidson Drive (looking south).*



*Main Street bridge into Olde Reynoldsburg.*



*Entrance into Main Street and Lancaster Avenue parking lot (in Olde Reynoldsburg).*



## REYNOLDSBURG COMPREHENSIVE PLAN

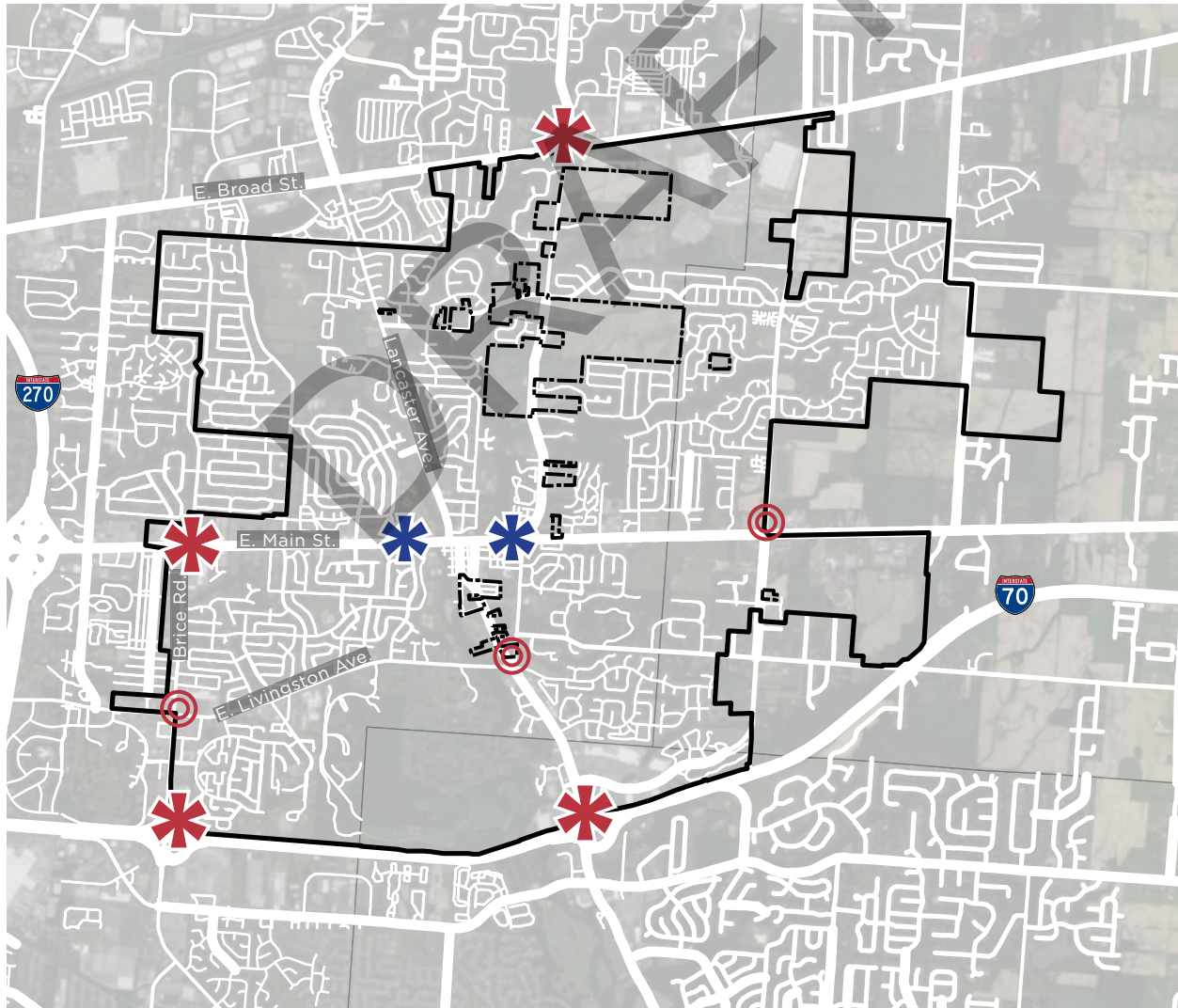
## Proposed Gateway Locations

In addition to improving signage concepts throughout Olde Reynoldsburg, there are also opportunities to promote the Reynoldsburg brand at key entrances across the city.

Recommended locations for gateway signage are located on the map below. Primary gateways should help introduce residents and visitors into the City of Reynoldsburg, while secondary gateway signage can help reinforce the City's brand.

| LEGEND                                                                             |                                   |
|------------------------------------------------------------------------------------|-----------------------------------|
|  | Primary Reynoldsburg Gateway      |
|  | Secondary Reynoldsburg Gateway    |
|  | Primary Olde Reynoldsburg Gateway |

Figure 18: Reynoldsburg Gateways





## COMMUNITY IMAGE AND BRAND

### KEY FINDINGS-IMAGE & BRAND



#### Existing Conditions

- » Across the region, Central Ohio communities are defining their identities based on their downtowns and public spaces. (Gahanna, Hilliard, Newark, etc.) Reynoldsburg has an opportunity to define itself with its Downtown.
- » Growth in consumer spending will come from travel, eating out, and “experiences.” A strong Downtown can help the City of Reynoldsburg develop that experience.
- » The “front door” to a community reflects the City’s image and brand to residents and visitors alike. Public and private investments on East Main Street and Brice Road can help improve the City’s image.



#### Public Engagement

- » Most Reynoldsburg residents feel the city has a distinct identity: it is suburban, family-oriented, and multi-cultural. (*Aimpoint Survey*)
- » Residents who don’t feel like the City has an identity would like to see an identity that is family oriented and celebrates diversity. (*Aimpoint Survey*)
- » Residents and local business leaders feel the City doesn’t currently have an identity. (*Stakeholder Groups*)
- » The City of Reynoldsburg continues to grow in diversity. How should diversity be incorporated into the brand? (*Aimpoint Survey, Stakeholder Groups*)

## REYNOLDSBURG COMPREHENSIVE PLAN

## IMPLEMENTATION

The implementation framework includes a series of goals with related strategies and actions for each plan area. The development of the framework is a result of the public engagement process, existing conditions analysis, and understanding of best practices. It is intended to be used regularly by staff and members of the local leadership to make informed decisions regarding where and how the City grows.

**The following goal, strategies, and actions relate to recommendations around Image and Brand.**

| RESPONSIBLE PARTIES                                                               |                           |
|-----------------------------------------------------------------------------------|---------------------------|
| C                                                                                 | City Council              |
| P                                                                                 | Planning Dept.            |
| PC                                                                                | Planning Commission       |
|  | Parks & Rec Dept.         |
|  | City Auditor              |
|  | Public Service Department |
|  | Community Organizations   |

| TIMEFRAME |   |            |
|-----------|---|------------|
| Short     | S | 0-1 years  |
| Medium    | M | 1-3 years  |
| Long      | L | 3+ years   |
| Ongoing   | O | Continuous |

## GOAL 5

## DEFINE, GROW, AND PROMOTE THE CITY'S IMAGE AND BRAND.

|                                                                                                                                                                                              | TIMEFRAME | POTENTIAL PARTNERS |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| <b>STRATEGY 5.1:</b> Create a marketing and branding plan.                                                                                                                                   |           |                    |
| <b>Action 5.1.1:</b> Issue an RFP to a marketing and brand consultant.                                                                                                                       |           |                    |
| <b>Action 5.1.2:</b> Identify and engage a variety of stakeholders, including business owners, residents, employees, and those who don't live in Reynoldsburg, to provide balanced feedback. |           |                    |

## COMMUNITY IMAGE AND BRAND

|                                                                                                                                                                                                                | TIMEFRAME | POTENTIAL PARTNERS |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------|
| <b>STRATEGY 5.2:</b> Define and promote a consistent brand message, internally and externally.                                                                                                                 |           |                    |
| <b>Action 5.2.1:</b> Identify one person on City staff, or hire a "Public Information Officer", that is responsible for communicating the City's messaging, programming, and project updates to the community. |           |                    |
| <b>Action 5.2.2:</b> Ensure that the brand message is consistent across all mediums, including online, social media, and events and programming.                                                               |           |                    |
| <b>STRATEGY 5.3:</b> Define and apply brand elements to the public realm.                                                                                                                                      |           |                    |
| <b>Action 5.3.1:</b> As part of the marketing and branding plan, create and develop a "signage package" so that updated signage and brand elements are consistent throughout the City.                         |           |                    |
| <b>Action 5.3.2:</b> Identify locations, particularly in Olde Reynoldsburg and entrances to the City, to locate new signage.                                                                                   |           |                    |
| <b>Action 5.3.3:</b> Coordinate with ODOT to explore the opportunity to promote the Reynoldsburg brand on single point interchanges and bridges over I-70.                                                     |           |                    |
| <b>STRATEGY 5.4:</b> Create new standards to guide private investment that will result in and create a consistent brand message.                                                                               |           |                    |
| <b>Action 5.4.1:</b> In zoning code review, ensure that site design and landscape standards are strengthened to reflect renewed public investments in signage and branding                                     |           |                    |
| <b>STRATEGY 5.5:</b> Continue to support and promote small, locally-owned businesses throughout the City, particularly in Reynoldsburg.                                                                        |           |                    |
| <b>Action 5.5.1:</b> In zoning code review, examine and remove any unnecessary regulations that are limiting small business growth and development.                                                            |           |                    |
| <b>Action 5.5.2:</b> Collaborate with local partners, including Chamber of Commerce, on marketing the work of local businesses to the Central Ohio region.                                                     |           |                    |
| <b>Action 5.5.3:</b> Identify existing and potential incentive programs to use to leverage additional business development.                                                                                    |           |                    |

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REYNOLDSBURG COMPREHENSIVE PLAN

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07



FOCUS AREAS



## FOCUS AREAS

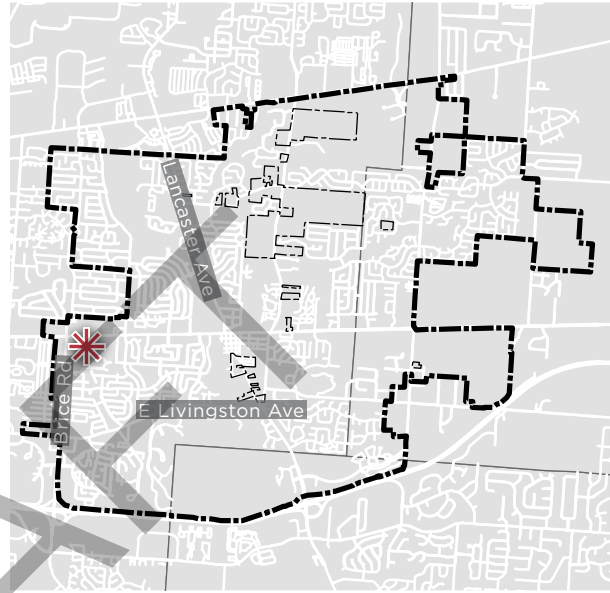
### Focus Area #1

# K-Mart Site

## OVERVIEW

The abandoned K-Mart site at the corridor of Brice and Main represents a significant development opportunity to the City. Big-box retail, particularly developed as stand-alone stores or adjacent to strip malls are becoming increasingly obsolete as both consumer expectations and the business of receiving, storing, and shipping physical goods continues to change. Reynoldsburg has too much retail space in the City -- reducing that footprint is essential to moving the City forward.

East Main Street is a significant corridor, not just for Reynoldsburg, but for the region. Shifting the site from outdated retail to a mixed-use development with a strong residential component presents an opportunity to transform the City and the community.



## EXISTING CONDITIONS



*The existing structure is setback far from the street, and is difficult to reuse in an urban fabric.*



*Over supply of retail and a changing market can lead to increase vacancy rates.*



*Nearby strip malls do not create a dynamic environment that consumers are increasingly seeking.*

## DEVELOPMENT GOALS



Add new residential options not currently available within Reynoldsburg.



Integrate new, smaller retail footprints throughout the site.



Transform the gateway appearance to reflect the city identity

REYNOLDSBURG COMPREHENSIVE PLAN

Figure 19: Existing Zoning

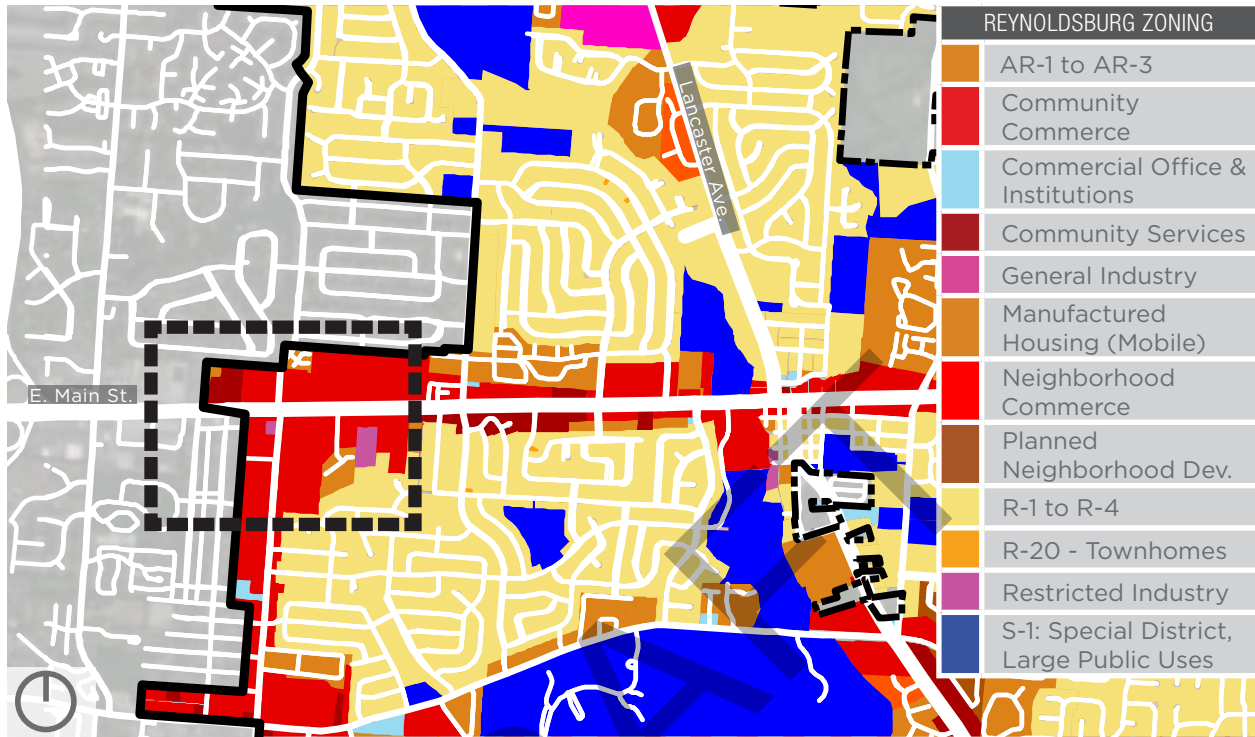
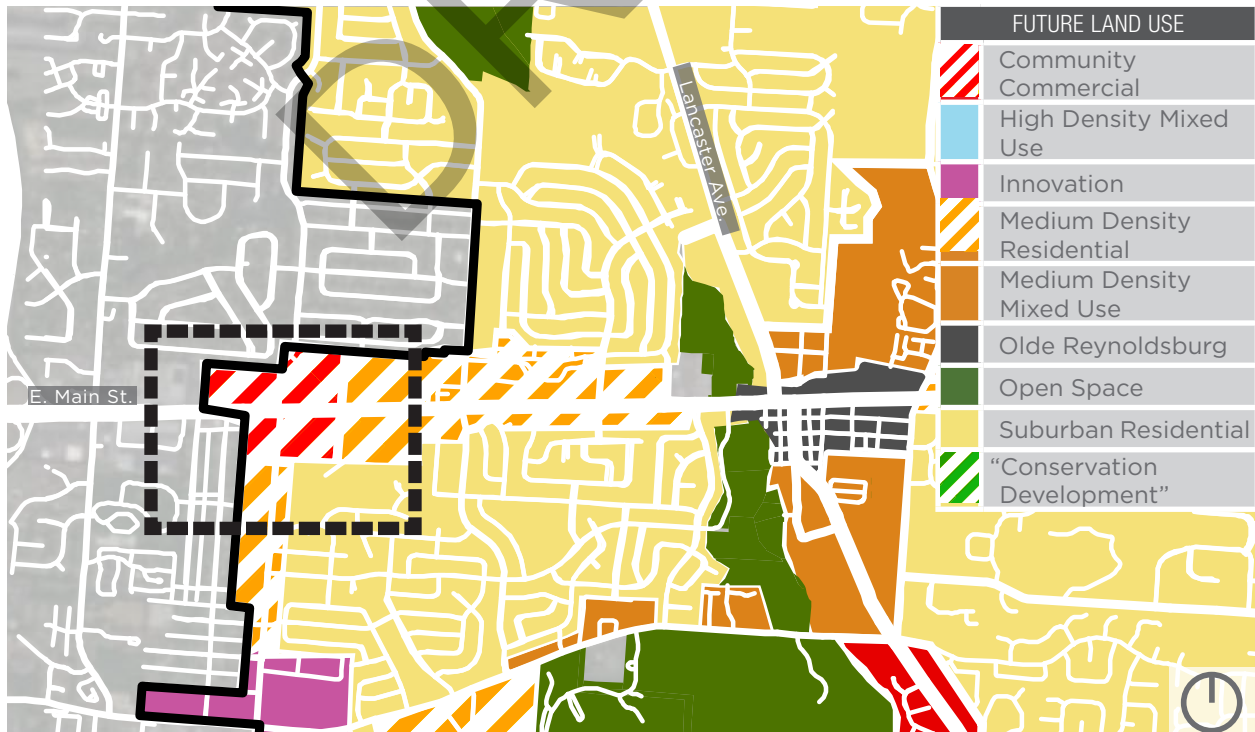


Figure 20: Future Land Use



## FOCUS AREAS

### THE VISION

The corner of East Main Street and Brice Road has the opportunity to transform into a dynamic entryway into the City. Anchoring one of the most visible corners of the City, a mix of quality residential, retail, and integrated greenspace could impact the character of the community.

In the concept below, first-floor retail is accessible both on East Main Street and on a new interior road off of East Main Street. There are three to four stories of residential units above, with screened parking structures, serving the residential and retail components in this area. The southern end of the site is more dense and has an urban residential neighborhood feel. A central median park with a clubhouse and a pool anchors this part of the site, servicing approximately 200+ townhomes and apartments.

### RECOMMENDED ZONING CHANGES

- » Create a new, High-Density Mixed-Use District (see Future Land Use Plan chapter).
- » Site design standards in the district should promote high-quality design and walkability through the following:
  - » Architectural massing and material standards that help brand the district as a gateway to the neighborhood
  - » Well-screened surface and structured parking
  - » Neighborhood streets
  - » Integrated centralized public spaces and civic plazas.
  - » Landscape standards

Figure 21: Development Concept





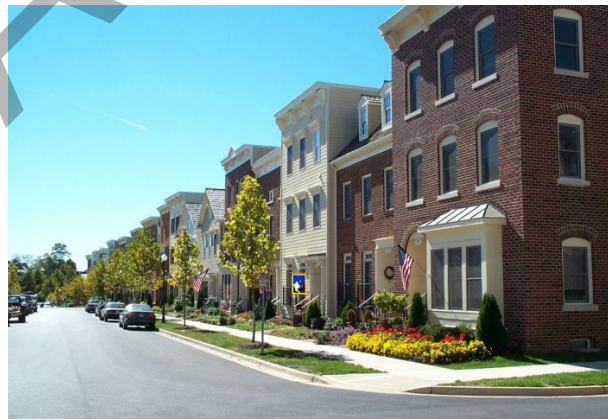
## NECESSARY CAPITAL IMPROVEMENTS

| PROJECT              | TIMEFRAME | RESPONSIBLE PARTY | COST   |
|----------------------|-----------|-------------------|--------|
| Traffic Impact Study | 0-2 years | Developer         | Low    |
| Capacity Evaluation  | 0-2 years | City Engineer     | Low    |
| Watermain*           | 3-5 years | City              | Low    |
| Sanitary*            | 3-5 years | City              | Med    |
| Roadway*             | 3-5 years | City              | High   |
| Stormwater/Drainage* | 3-5 years | Developer         | Medium |

*\*Pending a capacity evaluation.*

## PROPOSED CHARACTER

The proposed character includes townhomes and apartments with first floor retail front the street. Parking is integrated within the building but screened from sight. Buildings are constructed with natural materials, adding to the identity and character of a gateway into the City.



## FOCUS AREAS

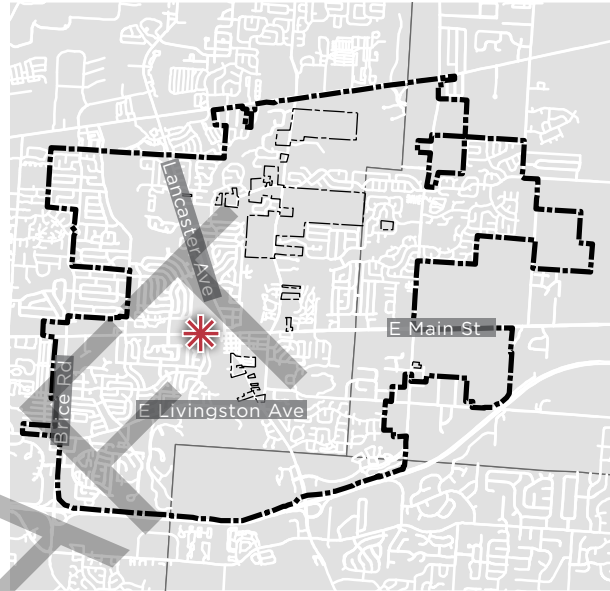
### Focus Area #2

# Existing Kroger Site

## OVERVIEW

The existing Kroger store at Briarcliff Road and East Main Street is relocating farther east along Main Street, leaving the current strip mall without its biggest anchor. However, this is an important area in the City as the current strip mall sits within walking distance of Olde Reynoldsburg and City Hall.

Two approaches to consider with the site are to modify the existing building or completely reimagine the entire site. Modifications would not allow the site form to change with the building having a large setback from the street and smaller outparcels in front. With close proximity to Olde Reynoldsburg and the new YMCA, reimagining the site with new commercial, office, and residential development within a more urban form could revitalize the site and enhance the area near downtown.



## EXISTING CONDITIONS



*The existing structure has a large setback from East Main Street, making it difficult to reuse.*



*The new Ohio Health facility should be incorporated into any new site plan.*



*Strengthening the site design along East Main Street is critical for creating an identity to the development.*

## DEVELOPMENT GOALS



Reactivate an underutilized space with an office anchor or residential opportunities.



Increase residential options for specific groups, including seniors.



Integrate high-quality commercial space along East Main Street.

REYNOLDSBURG COMPREHENSIVE PLAN

Figure 22: Existing Zoning

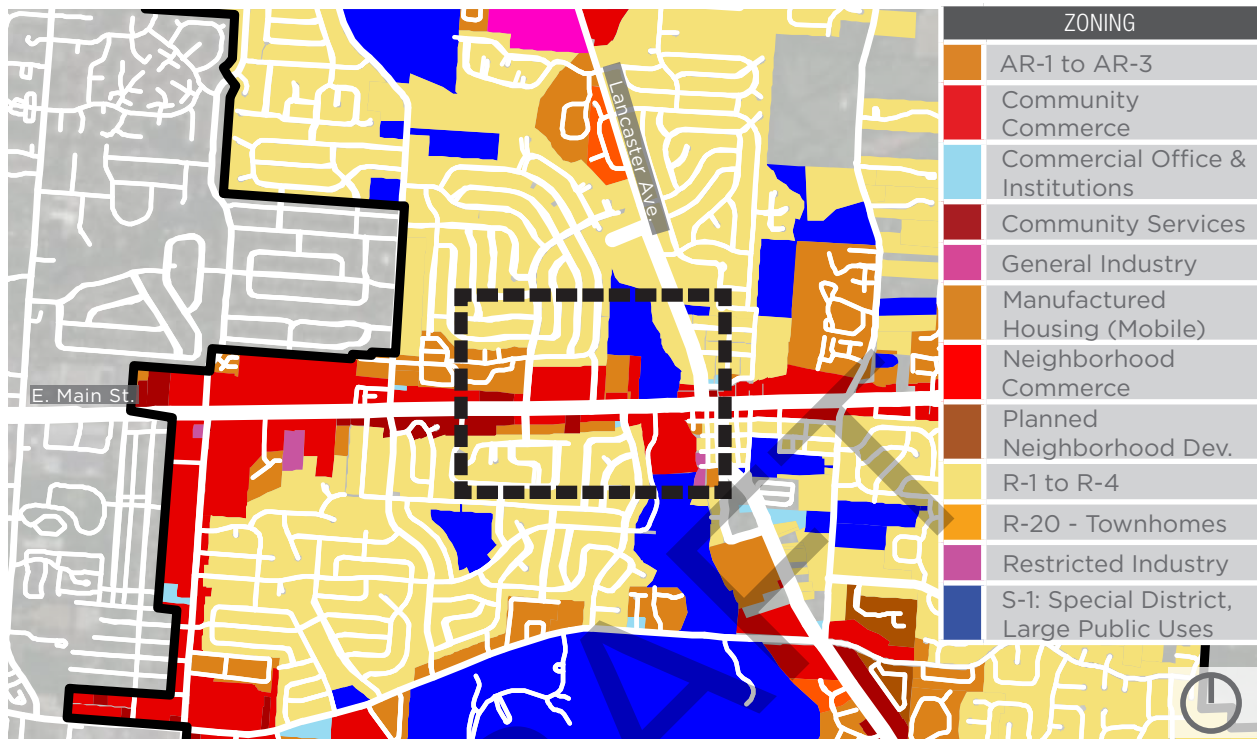
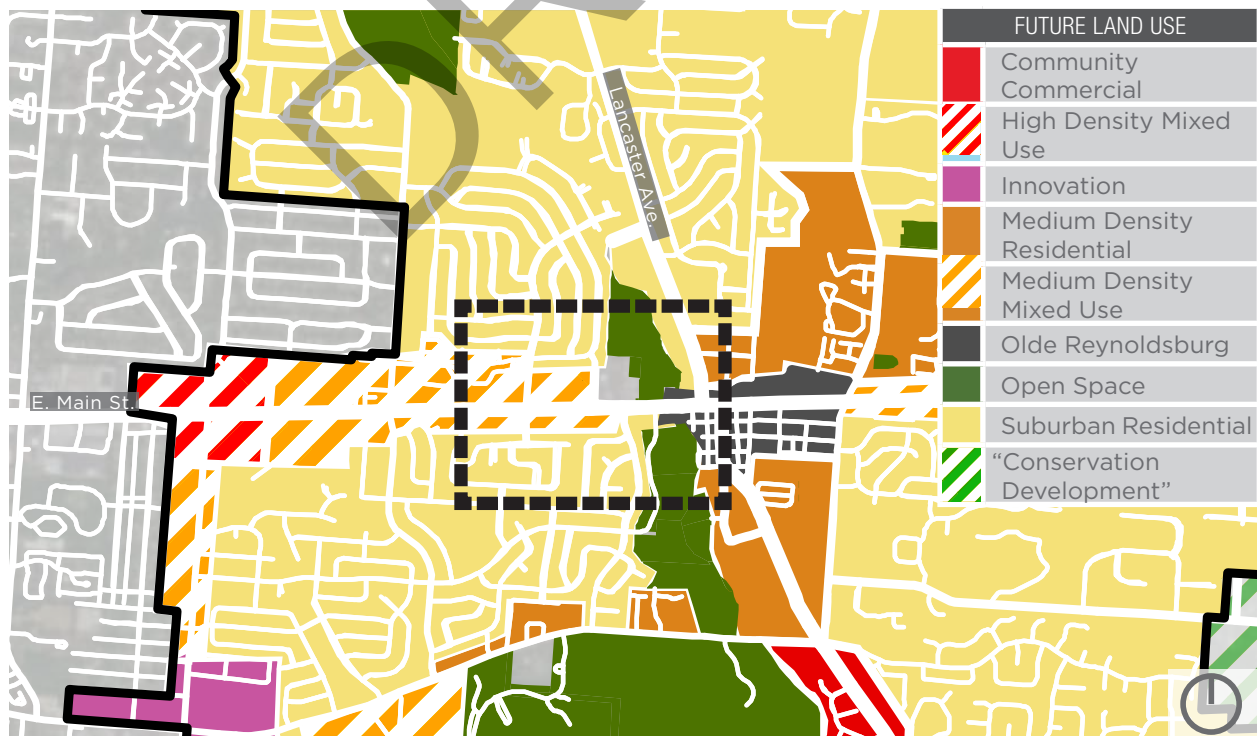


Figure 23: Future Land Use





## FOCUS AREAS

### VISION

The concept below reduces the big-box retail footprint along the East Main Street corridor while adding additional office or potentially residential uses within close proximity to Olde Reynoldsburg. The site is accessed through a central corridor, with three small retail footprints and an Ohio Health Center anchoring the front entrance to the site. To the rear and along the eastern edge of the site, complementary office or residential uses could function as a gateway to the residential neighborhood to the north.

### RECOMMENDED ZONING CHANGES

- » Create a new mixed-use zoning district called Medium Density Mixed-Use District (see Future Land Use Chapter). The district is less

dense than High-Density Mixed-Use District and includes a mix of uses, rather than true mixed-use development.

- » Site design standards in the district should promote high-quality design and walkability through the following:
  - » Architectural massing and material standards that help brand the district as a gateway to the neighborhood.
  - » Well-screened surface and structured parking
  - » Neighborhood streets
  - » Integrated centralized public spaces and civic plazas.
  - » Landscape standards

Figure 24: Development Concept



## REYNOLDSBURG COMPREHENSIVE PLAN

## NECESSARY CAPITAL IMPROVEMENTS

| PROJECT              | TIMEFRAME | RESPONSIBLE PARTY | COST   |
|----------------------|-----------|-------------------|--------|
| Traffic Impact Study | 0-2 years | Developer         | Low    |
| Capacity Evaluation  | 0-2 years | City Engineer     | Low    |
| Watermain*           | 3-5 years | City              | Low    |
| Sanitary*            | 3-5 years | City              | Med    |
| Roadway*             | 3-5 years | City              | High   |
| Stormwater/Drainage* | 3-5 years | Developer         | Medium |

*\*Pending a capacity evaluation.*

## PROPOSED CHARACTER

The proposed character includes retail buildings with entryways fronting the street. New office, retail, and residential development should have a consistent architectural feel, with quality materials and lots of windows.



## FOCUS AREAS

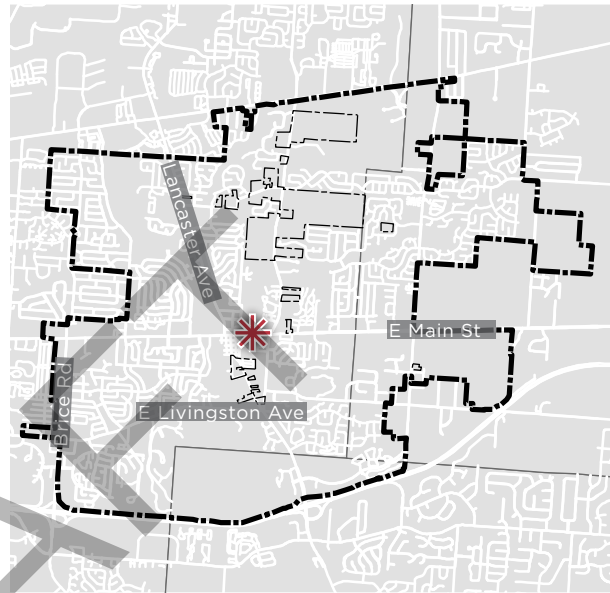
### Focus Area #3

# Olde Reynoldsburg

## OVERVIEW

Across Central Ohio, downtowns define the identities of communities. They provide a home for residents young and old, and shops, restaurants, and parks for people to gather around. Throughout the public engagement process, residents expressed a desire to support local businesses, find new gathering places, and strengthen the City's identity. All of these objectives can be accomplished with a revitalized downtown.

Private investment is picking up along East Main Street, with new restaurants and businesses adding energy to the street. However, strategic public investments are needed to help define and strengthen the identity of Olde Reynoldsburg.



## EXISTING CONDITIONS



*Improving the comfort of East Main Street is critical for attracting people to Olde Reynoldsburg.*



*Restaurants and bars are the type of amenities important to Olde Reynoldsburg residents.*



*Quality site design is important for future redevelopment spaces in Olde Reynoldsburg.*

## DEVELOPMENT GOALS



Establish downtown to strengthen the identity of the city.



Promote walkability throughout the heart of Reynoldsburg.



Strengthen the historic character of the district.



REYNOLDSBURG COMPREHENSIVE PLAN

Figure 25: Existing Zoning

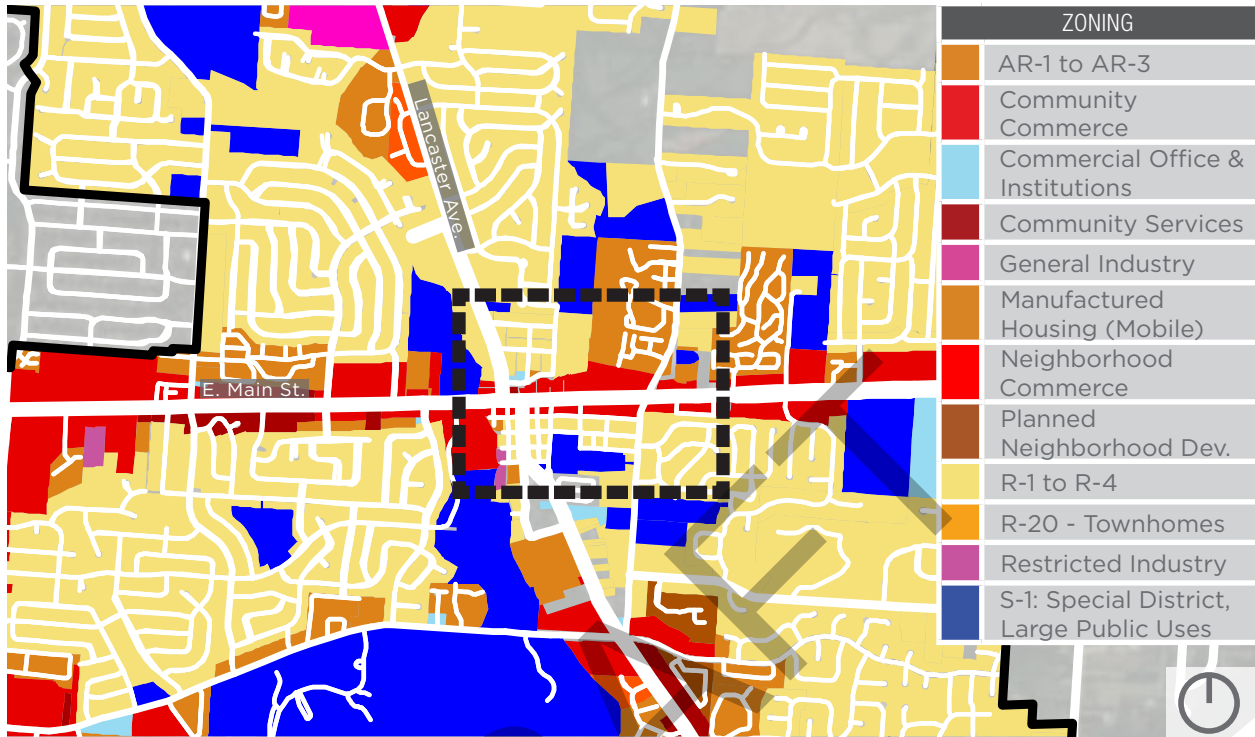
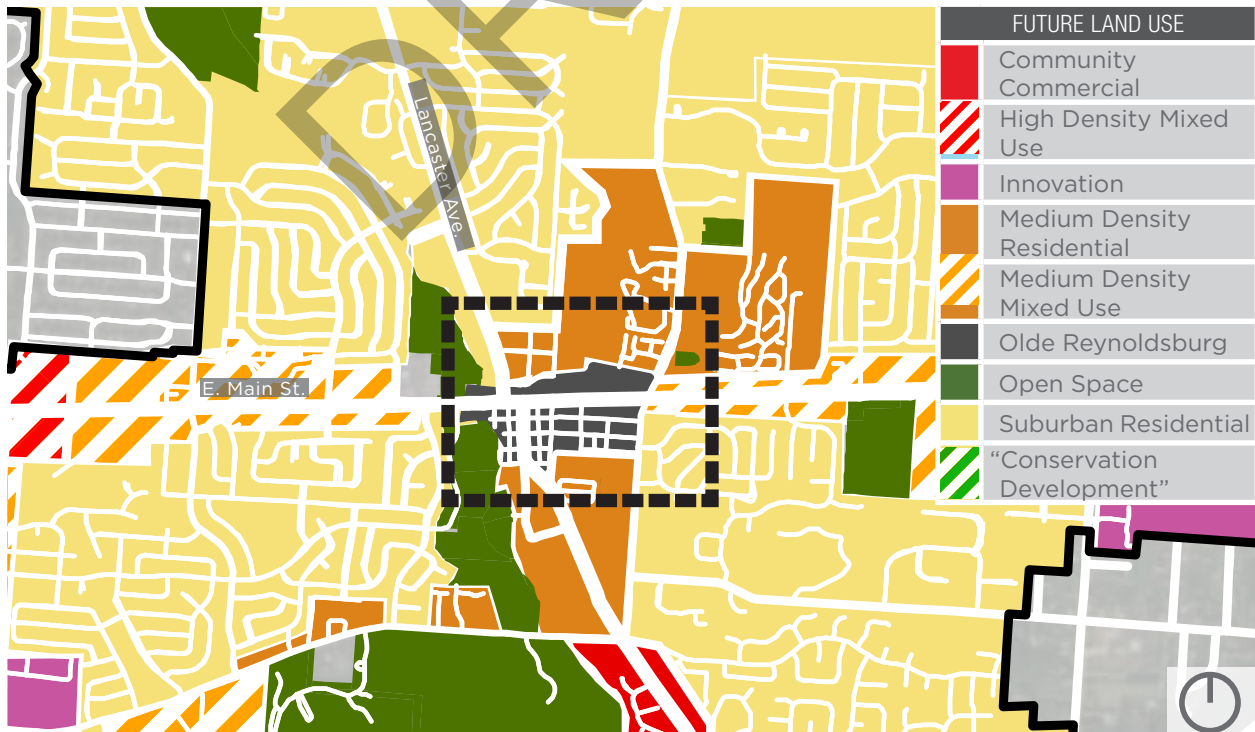


Figure 26: Future Land Use



## FOCUS AREAS

### VISION

Successful downtowns have a blend of public and private investments. New shops, restaurants and businesses are aided by walkable streets, accessible parking, and public gathering spaces. Olde Reynoldsburg has a number of new private businesses along East Main Street. Proposed public improvements including design improvements along the corridor, a new public parking lot, and new parks and open spaces will increase access and safety, improve the urban environment, and create destinations where people can gather.

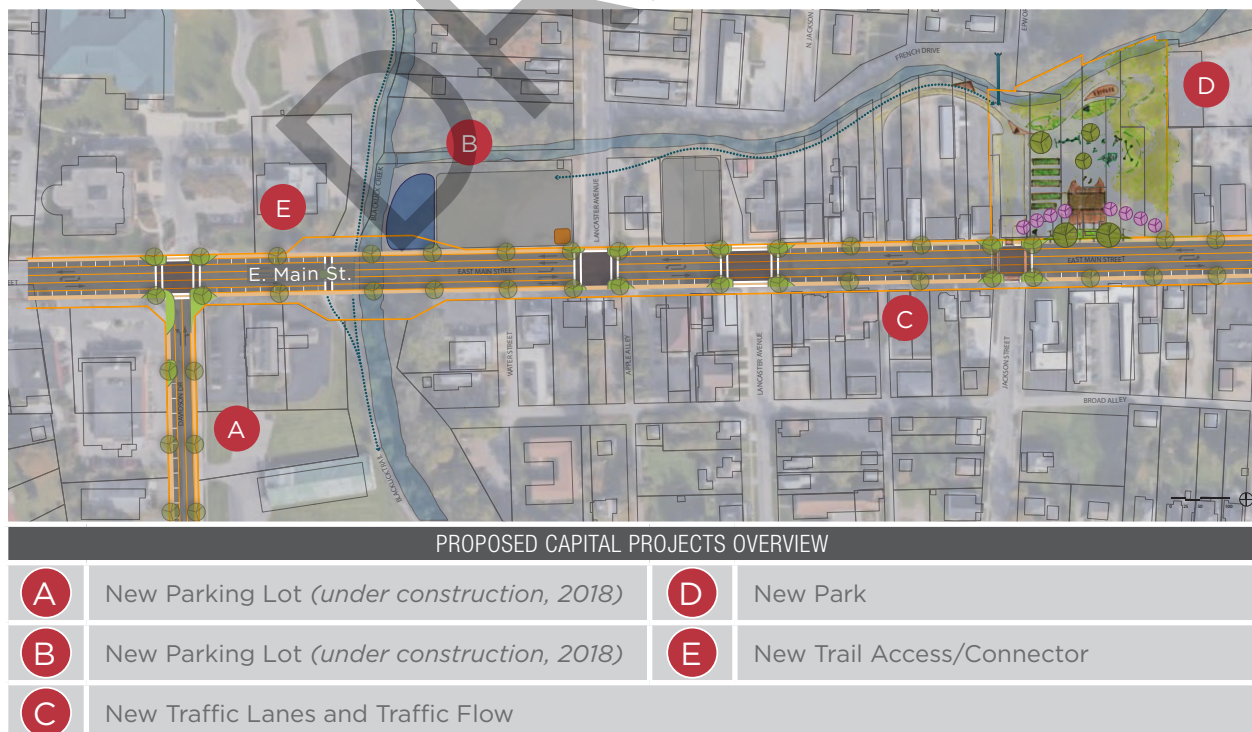
### RECOMMENDED ZONING CHANGES

- » Create a new zoning district or strengthen the existing historic overlay within the community commerce district (See Future Land Use Plan).
- » Walkability and preservation can be supported through building siting where new development is encouraged to front the street. It can also be supported through design guidelines by strengthening the policies that promote the preservation and reuse of historically significant structures.

### NECESSARY CAPITAL IMPROVEMENTS

| PROJECT           | TIMEFRAME                     | RESPONSIBLE PARTY | COST |
|-------------------|-------------------------------|-------------------|------|
| Feasibility Study | e.g. 0-2 yrs. 3-5 yrs. 5+ yrs | City Engineer     | Low  |
| Roadway Study     | 3-5 years                     | City              | High |

Figure 27: Olde Reynoldsburg Capital Projects Overview



## PROPOSED TRAFFIC CIRCULATION

Many successful downtowns in Central Ohio have on-street parking. The proposed traffic circulation for downtown incorporates on-street parking on both sides of Main Street. During peak travel times, parking lanes would likely be opened for travel.

On-street parking provides many benefits to the downtown while still allowing for efficient flow of traffic. This would create additional parking and easier access for local businesses compared to shared lots or parking in the rear of a building. It would also help reduce needed off-street parking, thereby conserving land for other uses. On-street parking can also increase safety by reducing vehicle speed and creating a more comfortable and safe environment for pedestrians and cyclists.

Proposed changes would need to be vetted by a full traffic study before specific recommendations have been made.

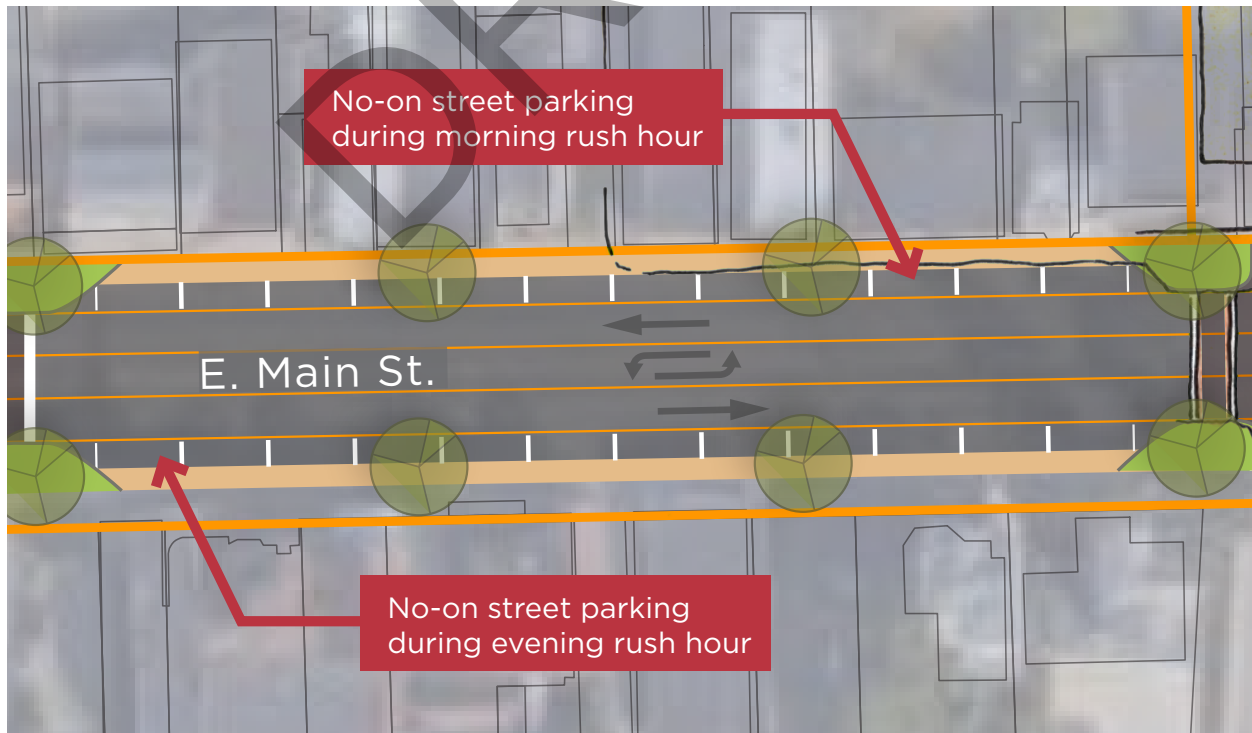


*State Route 3 provides on-street parking in Uptown Westerville.*



*A heavily traveled corridor, U.S. 40 in Downtown Bexley allows for on-street parking.*

*Figure 28: Proposed Traffic Pattern with On-Street Parking*





## FOCUS AREAS

### MAIN AND LANCASTER PARKING LOT

Alongside the planning process, OHM led the design for a new parking lot and park on the corner of Lancaster Avenue and East Main Street. The concept below, and the ultimate project, will not only add parking capacity to support businesses downtown, it will create a different type of park and gathering space, complete with various green infrastructure elements and other natural features. Furthermore, it helps anchor one of the important corners of Olde Reynoldsburg.

| PARK FEATURES |                                  |
|---------------|----------------------------------|
| <b>A</b>      | New Parking Lot (39 Spaces)      |
| <b>B</b>      | Overlook with Brick Walk         |
| <b>C</b>      | Overlook Structures with Seating |
| <b>D</b>      | Natural Streambank with Boulders |
| <b>E</b>      | Natural Streambank Area          |

Figure 29: Parking Lot & Park Concept



## REYNOLDSBURG COMPREHENSIVE PLAN

## THE PARK

Successful downtowns have public gathering spaces. Gahanna, Hilliard, Marysville, Newark, and other communities have significantly invested in parks and plazas in their downtowns. The park concept below is centrally located in Olde Reynoldsburg, adjacent to the intersection of Jackson Street and East Main Street. The park proposal embraces East Main Street with a pavilion or plaza that overlooks the entire

park. A proposed bike trailhead along the creek helps tie the park to Olde Reynoldsburg and the larger trail system. The central green is purposefully unprogrammed to provide a flexible event space in the downtown.

This rendering is one concept, and can be expanded to accommodate various program elements and opportunities. For example, if property becomes available around the park, this concept can be expanded to incorporate additional land.

Figure 30: Olde Reynoldsburg Park Concept





## FOCUS AREAS

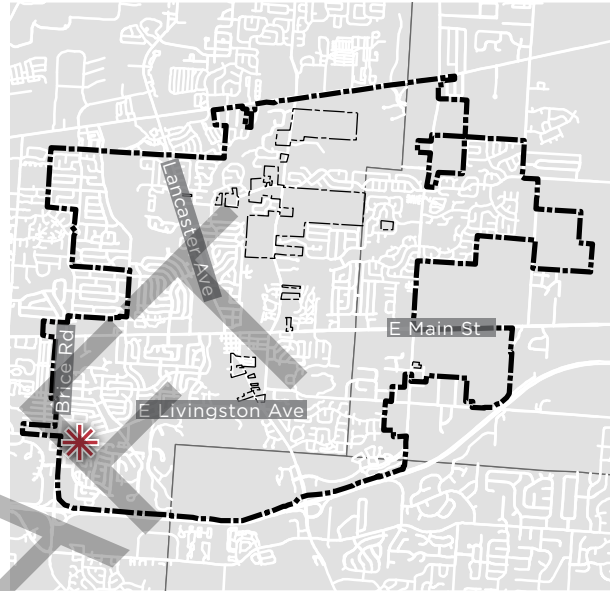
### Focus Area #4

# Brice and Livingston

## OVERVIEW

The intersection of Brice and Livingston is a highly-visible southern gateway into the City of Reynoldsburg from I-70. The intersection, and the corridors immediately surrounding it, have suffered from a combination of disinvestment and changes to the retail marketplace, with outdated out-parcels, strip-malls, and big-box stores dominating this section of the City.

As mentioned elsewhere throughout this Plan, reducing the overall size of the City's retail footprint is essential to maintaining the City's competitiveness. There is an opportunity to reimagine the intersection with a mix of new, small-scale manufacturing that elevates the image of the area while adding to the City's revenues.



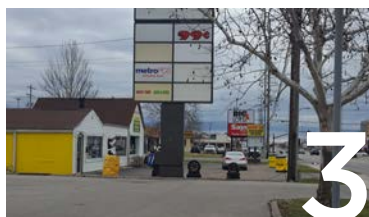
## EXISTING CONDITIONS



*Landscaping, parking screening, and site design standards would improve the image of the intersection.*



*Strip mall style developments will continue to become obsolete, and are redevelopment opportunities.*



*Commercial corridors leading to the Brice and Livingston intersection are in need of a facelift.*

## DEVELOPMENT GOALS



Strengthen the appearance of a significant gateway into the City.



Promote new income generating uses for the city.



Accommodate land uses that will generate income for the City.

REYNOLDSBURG COMPREHENSIVE PLAN

Figure 31: Existing Zoning

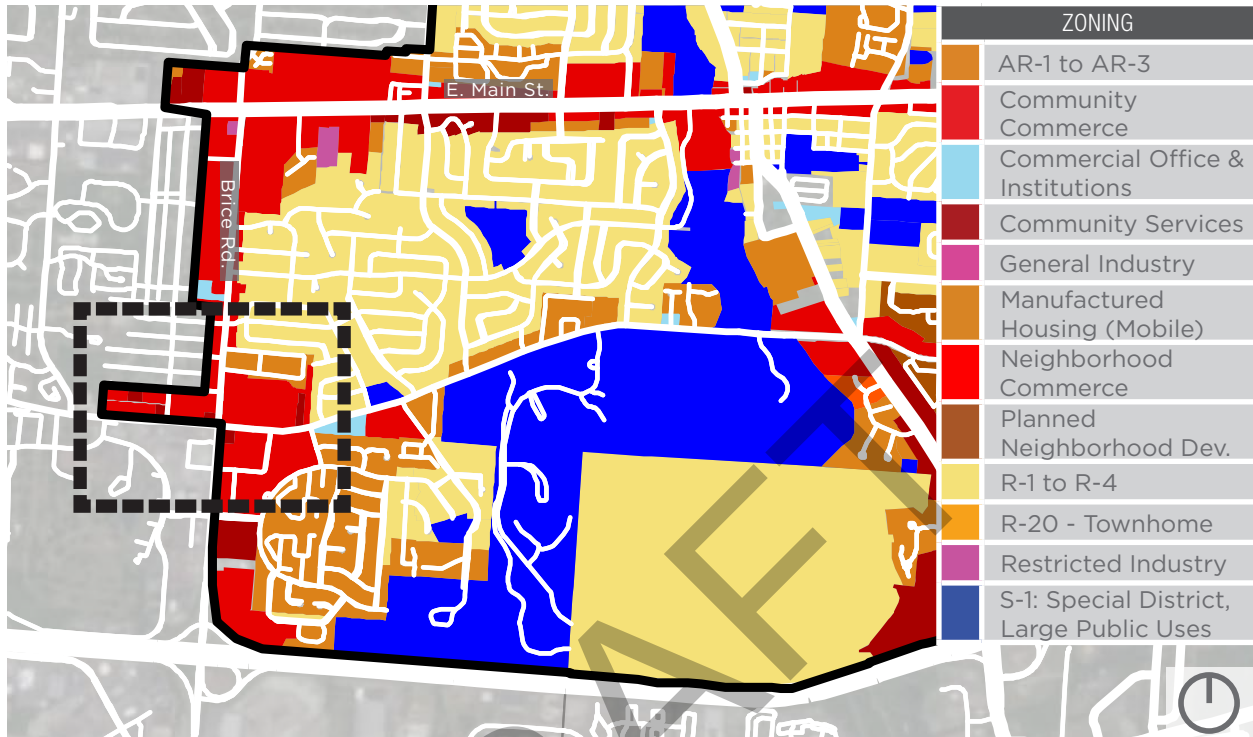


Figure 32: Future Land Use



## FOCUS AREAS

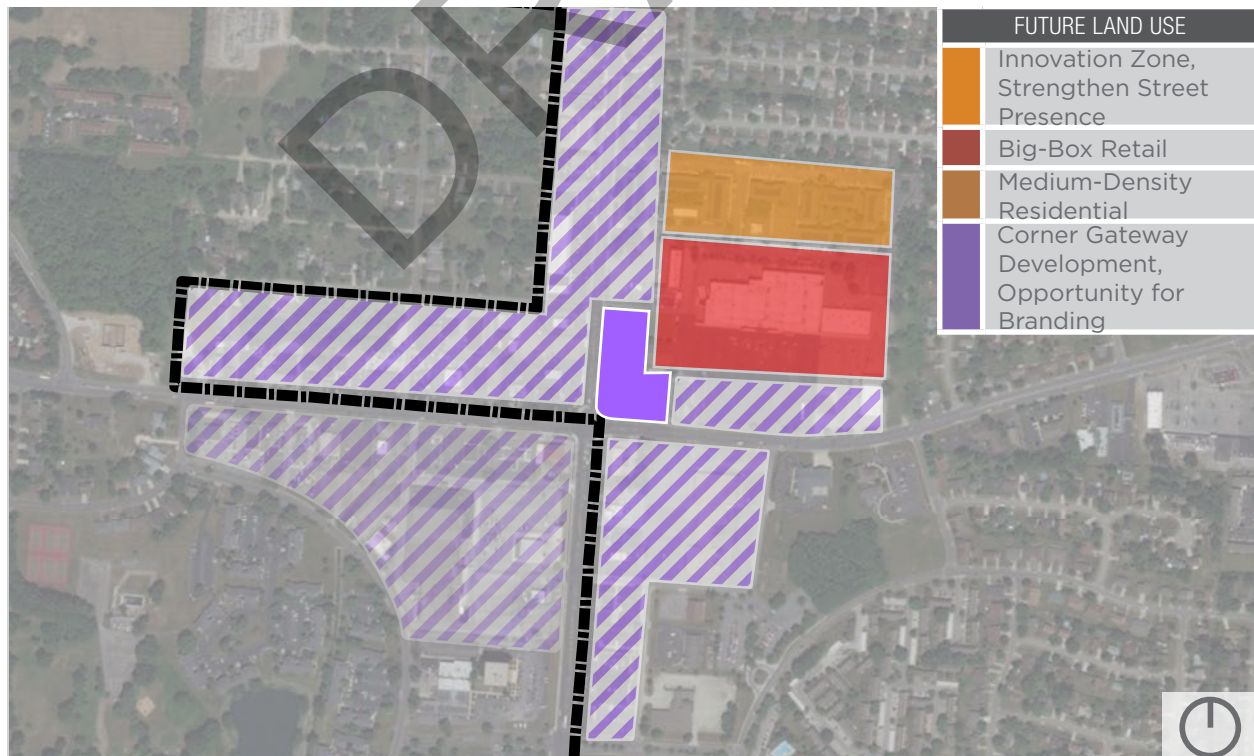
### VISION

The intersection of Brice Road and Livingston Avenue has the potential to transform into a space for innovation and creativity. Uses in this district will be a range of office, research and development, and retail spaces. The design and character of the district should reflect this creativity, through the use of quality building materials and significant investment in the public realm.

### RECOMMENDED ZONING CHANGES

- » Create a new, innovation district (see Future Land Use Plan chapter).
- » Site design standards in the district should promote the following:
  - » Architectural massing and material standards that can help brand the district as an innovative place in the City. This includes the use of glass and stone architectural materials.
  - » Public realm improvements: Streetscape and furnishings improvements.
  - » Screened parking and access management: a mix of industrial and retail uses will require well-managed access throughout the District.

Figure 33: Future Land Use Plan





## REYNOLDSBURG COMPREHENSIVE PLAN

## NECESSARY CAPITAL IMPROVEMENTS

| PROJECT              | TIMEFRAME | RESPONSIBLE PARTY | COST   |
|----------------------|-----------|-------------------|--------|
| Traffic Impact Study | 0-2 years | Developer         | Low    |
| Capacity Evaluation  | 0-2 years | City Engineer     | Low    |
| Watermain*           | 3-5 years | City              | Low    |
| Sanitary*            | 3-5 years | City              | Med    |
| Roadway*             | 3-5 years | City              | High   |
| Stormwater/Drainage* | 3-5 years | Developer         | Medium |

*\*Pending a capacity evaluation.*

## PROPOSED CHARACTER

Building architecture and materials create a distinct identity for a district including using stone, metal, and glass. Although buildings are large in size and may require significant parking areas, buildings and entrances are still oriented to the street with large windows for visual interest. In areas where parking must front the street, landscaping screens parking from sight and breaks-up large lots.



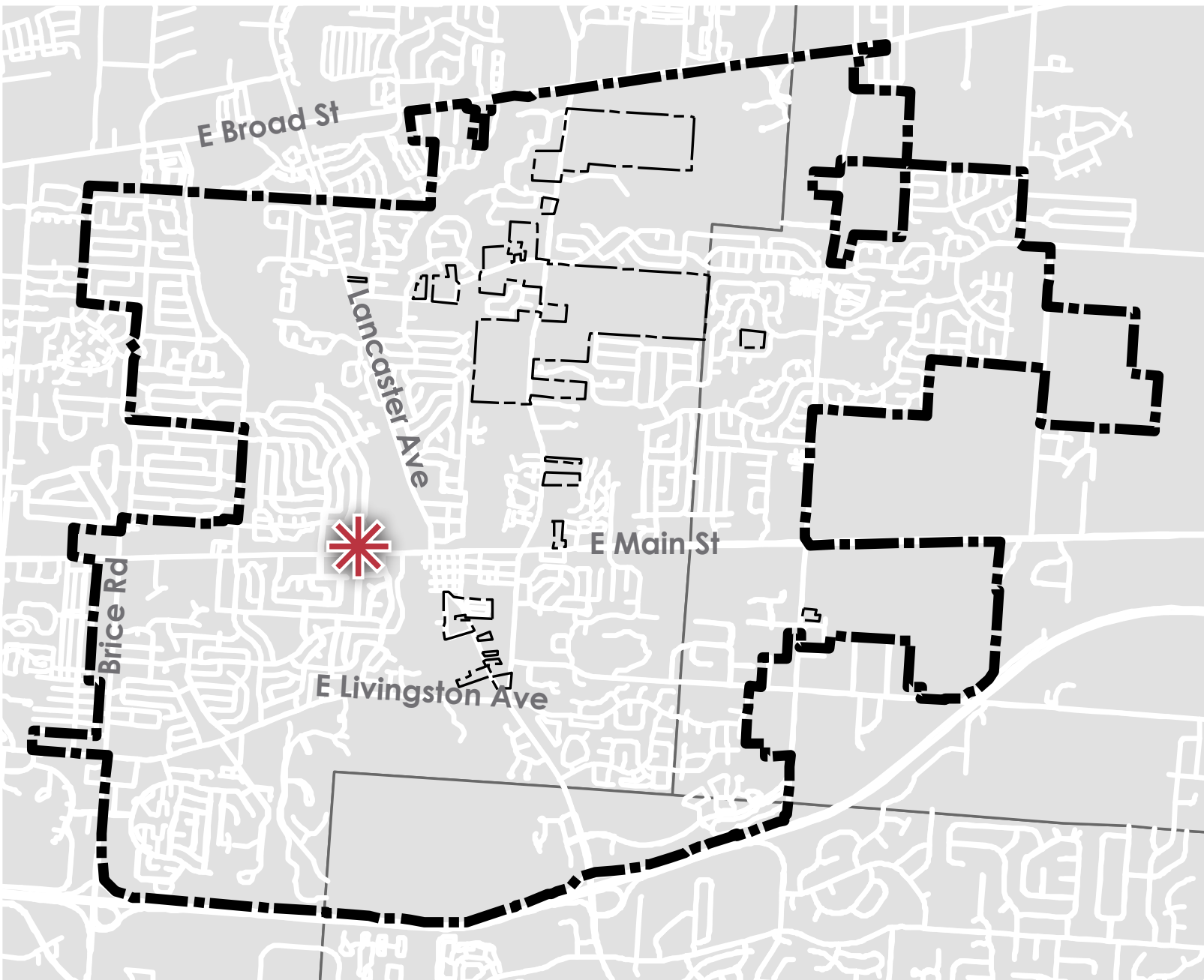


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# FOCUS AREA: KROGER SITE (BRIARCLIFF RD & E MAIN ST)

## Location:



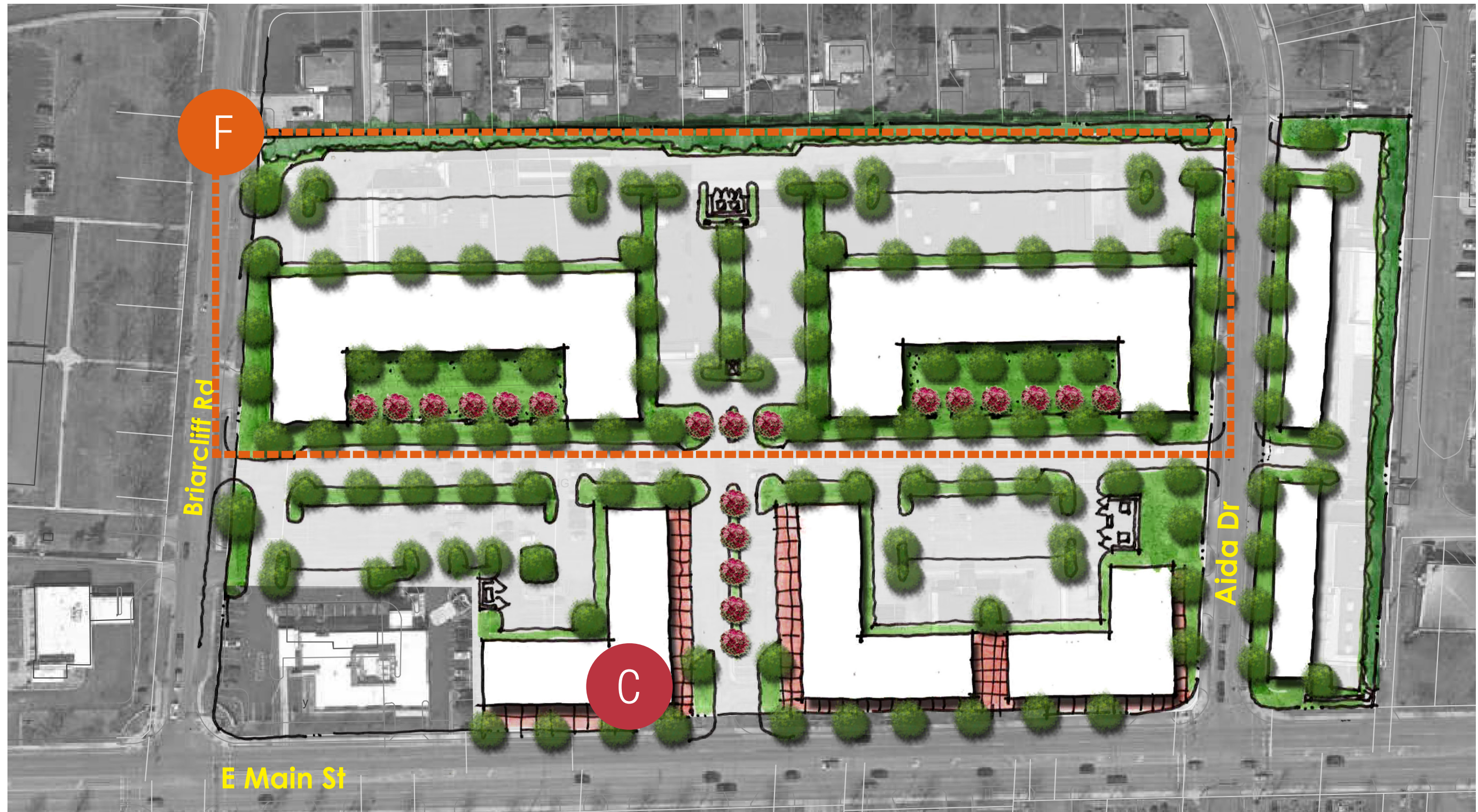
## KEY FACTS:

- ~12 acre site, with new Ohio Health facility on the corner
- Kroger is building a new facility down the street, which will vacate a large tenant space
- Public survey results indicate strong preference to add senior housing options in the city
- Office users can help aid the City's tax base

## Concept:

One vision for the existing Kroger site includes a mix of high-quality commercial along East Main Street with a future development phase to the rear of the site. This concept brings new retail and professional offices close to the front of the street, creating a more walkable environment along East Main Street while improving the corridor approaching Olde Reynoldsburg. Future development phases at the rear of the site could take a variety of uses, including a larger medical office complex and/or residential opportunities.

| KEY |                                                     |
|-----|-----------------------------------------------------|
| C   | Commercial - 1 story (48,000 s.f.)                  |
| F   | Future Redevelopment Phase -- Office or Residential |



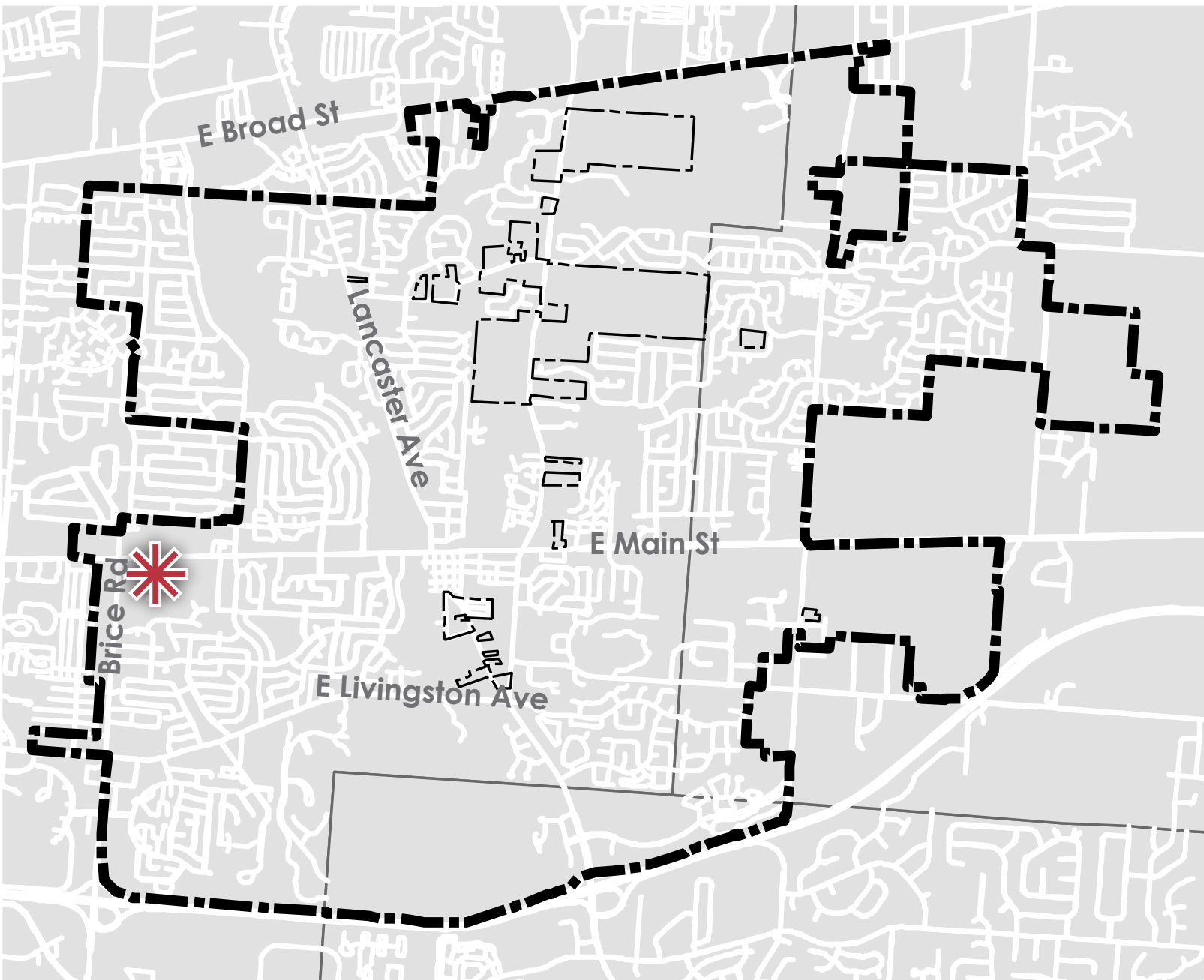
## Proposed Character:





# FOCUS AREA: KMART SITE (BRICE RD & E MAIN ST)

## Location:



### KEY FACTS:

- ~20 acre site
- ~50 % of existing retail space is occupied
- Existing library could be relocated into more centralized area of the City
- Public survey results indicate strong preference to redevelop site
- Reynoldsburg currently doesn't have many new apartments

## Concept:

The former K-Mart site is an underutilized, 20-acre site that sits at the front door of the City, along a corridor (East Main Street) that is important to the entire region. A mixed-use development with retail, apartments, and park space can provide new housing options to current and future residents while transforming the entrance to the City.

| KEY |                                                                                        |
|-----|----------------------------------------------------------------------------------------|
| M   | Mixed Use: Commercial - 1 story (69,500 s.f.)<br>465 apartments total (3 to 4 stories) |
| R   | Residential - 3 to 4 stories<br>(225 units)                                            |
| P   | Structured Parking - 980 spaces (plus on-street parking)                               |



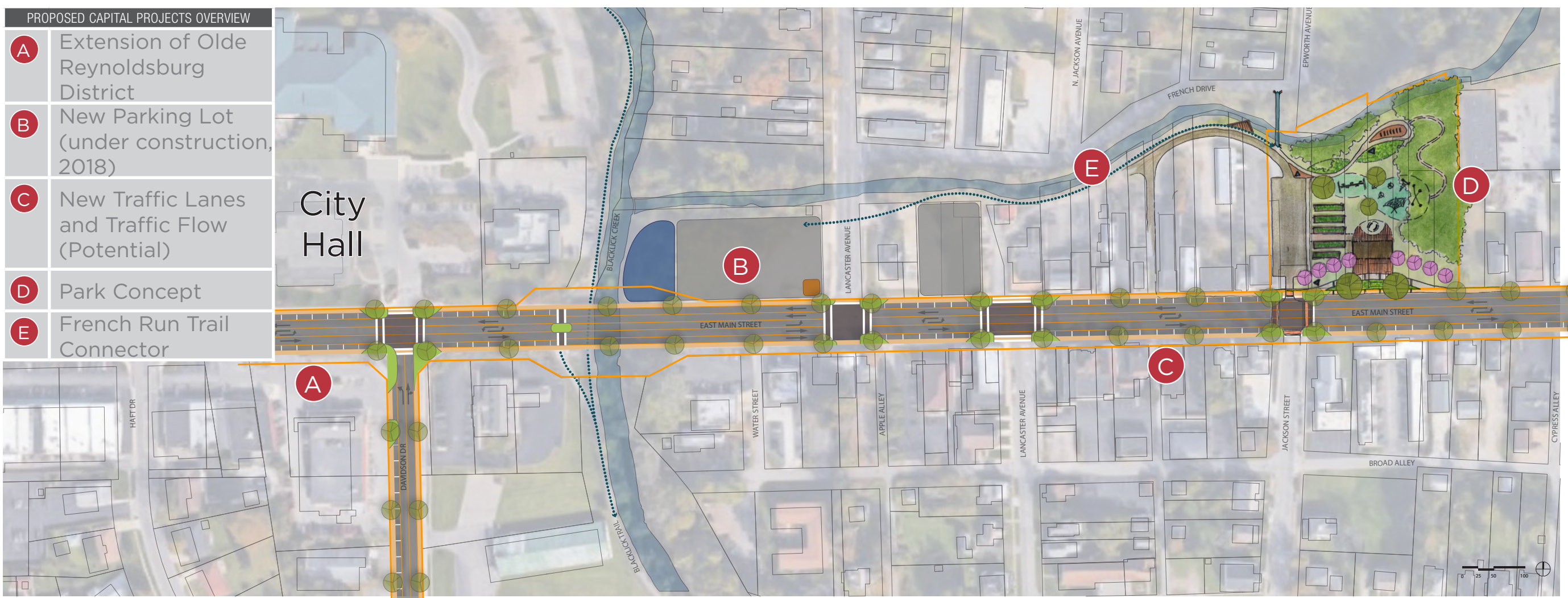
## Proposed Character:





# FOCUS AREA: OLDE REYNOLDSBURG

## Overall Olde Reynoldsburg Vision:

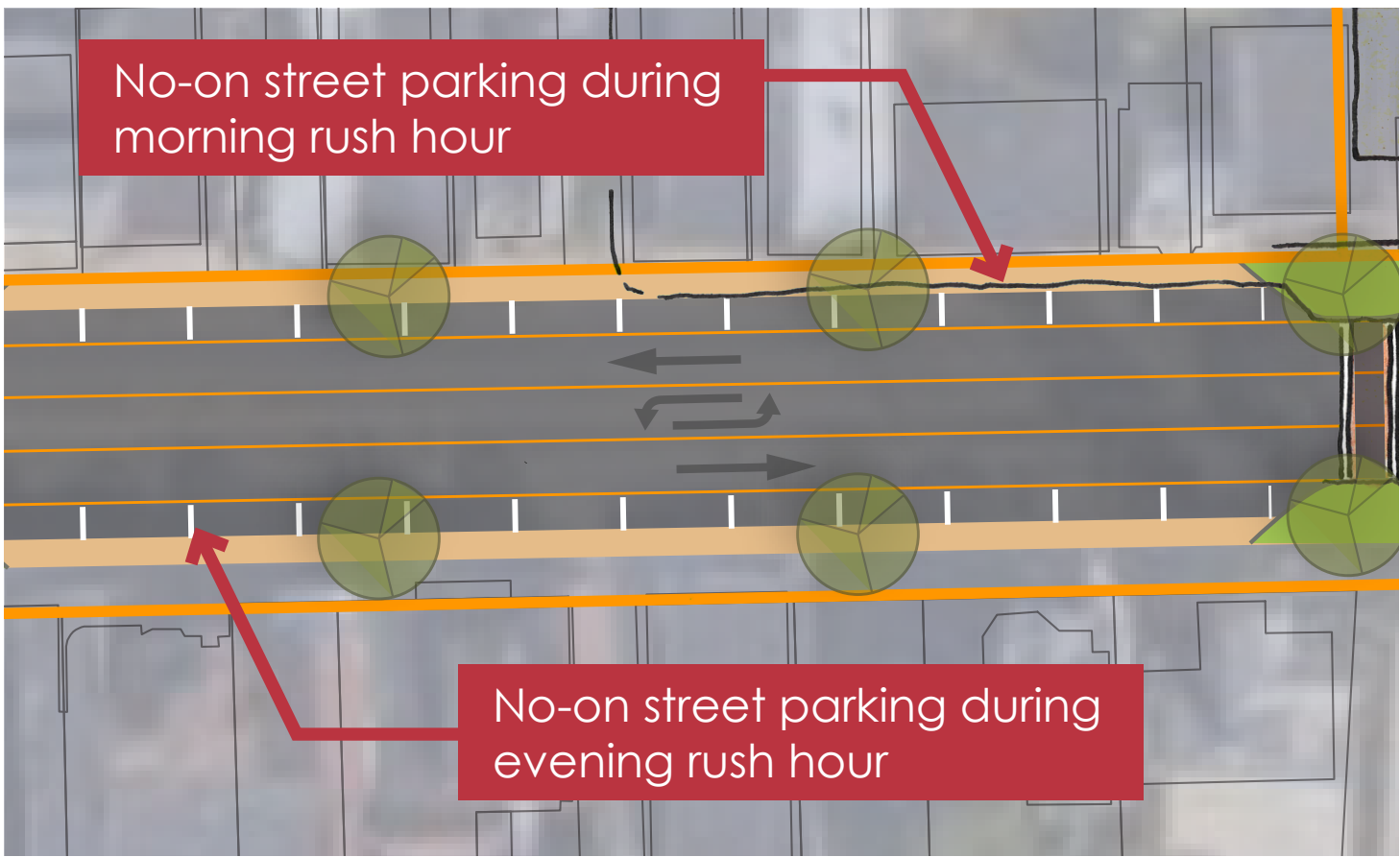


## Park Concept:

- KEY CONSIDERATIONS:**
- Survey results indicate preference for supporting local businesses, many of which are in Olde Reynoldsburg.
  - Stakeholder groups indicate a preference for strengthening the walkability of Olde Reynoldsburg.
  - Olde Reynoldsburg lacks a central public gathering space.
  - \*Park Concept could be adapted for other sites throughout Olde Reynoldsburg.

## Alternative Traffic Scenarios:

- KEY CONSIDERATIONS:**
- Successful Downtowns across Central Ohio have on-street parking
  - Flexible parking option can open an extra lane of traffic during rush hour
  - Any proposed changes would need to be vetted by a full traffic study



## Local Examples:

The following Central Ohio communities have downtowns with State or US routes and flexible parking options depending on rush hour.



State Route 3 - Westerville



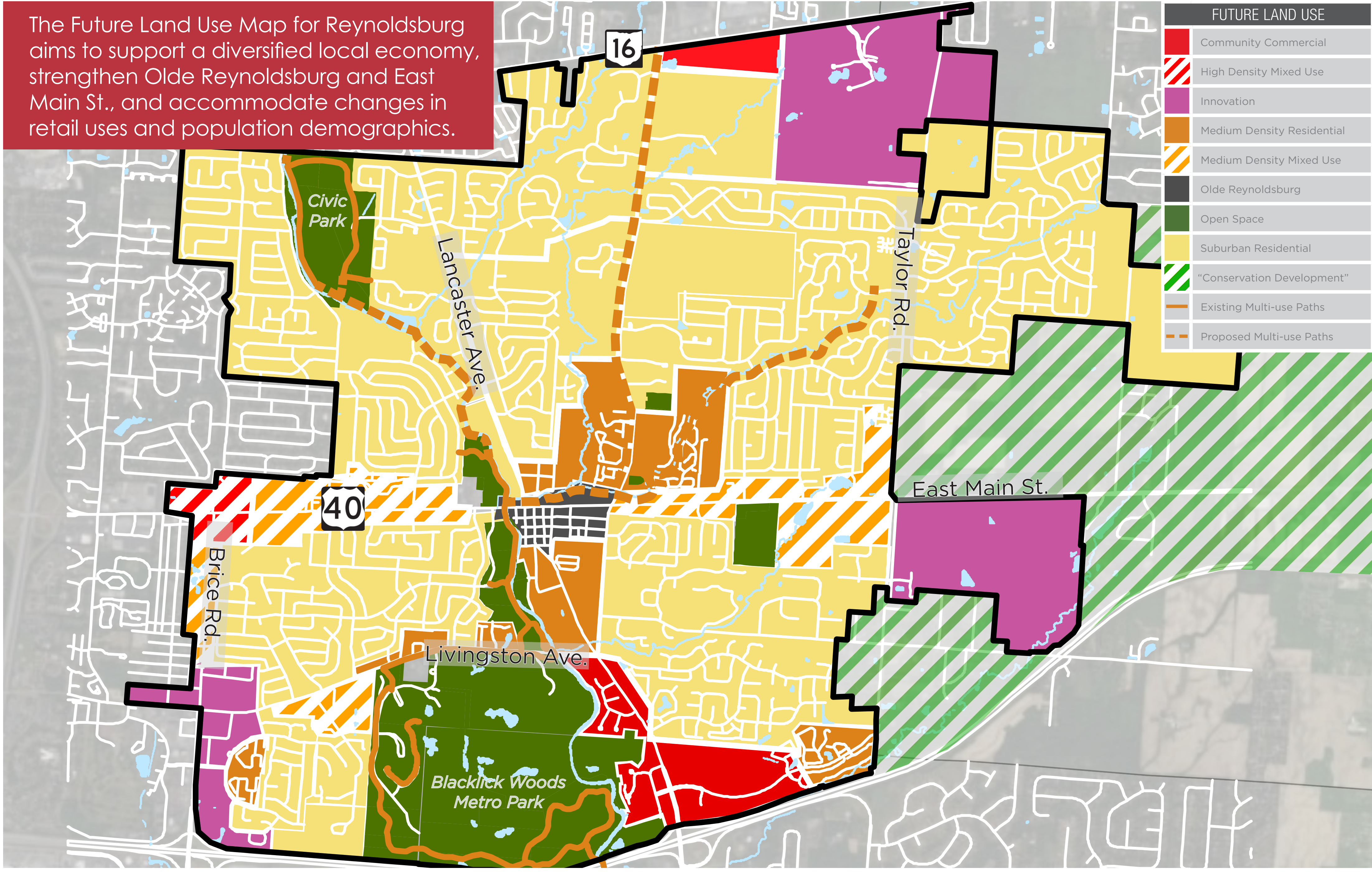
US 40 - Bexley





# REYNOLDSBURG FUTURE LAND USE MAP

The Future Land Use Map for Reynoldsburg aims to support a diversified local economy, strengthen Olde Reynoldsburg and East Main St., and accommodate changes in retail uses and population demographics.



| FUTURE LAND USE |                            |
|-----------------|----------------------------|
|                 | Community Commercial       |
|                 | High Density Mixed Use     |
|                 | Innovation                 |
|                 | Medium Density Residential |
|                 | Medium Density Mixed Use   |
|                 | Olde Reynoldsburg          |
|                 | Open Space                 |
|                 | Suburban Residential       |
|                 | "Conservation Development" |
|                 | Existing Multi-use Paths   |
|                 | Proposed Multi-use Paths   |

Attachment: Comp Plan Slides (Implementation of the Comprehensive Plan)



# PUBLIC ENGAGEMENT SUMMARY

## ENGAGED PARTIES



PUBLIC



STAKEHOLDERS &  
LOCAL BUSINESSES



STEERING  
COMMITTEE



CITY STAFF

## ENGAGEMENT BY THE NUMBERS

**500+**  
ENGAGED

**300** Telephone survey responses

**115+** Unique online survey responses

**50+** Small group workshop participants

**100+** Attendees at the first open house

## SURVEY HIGHLIGHTS

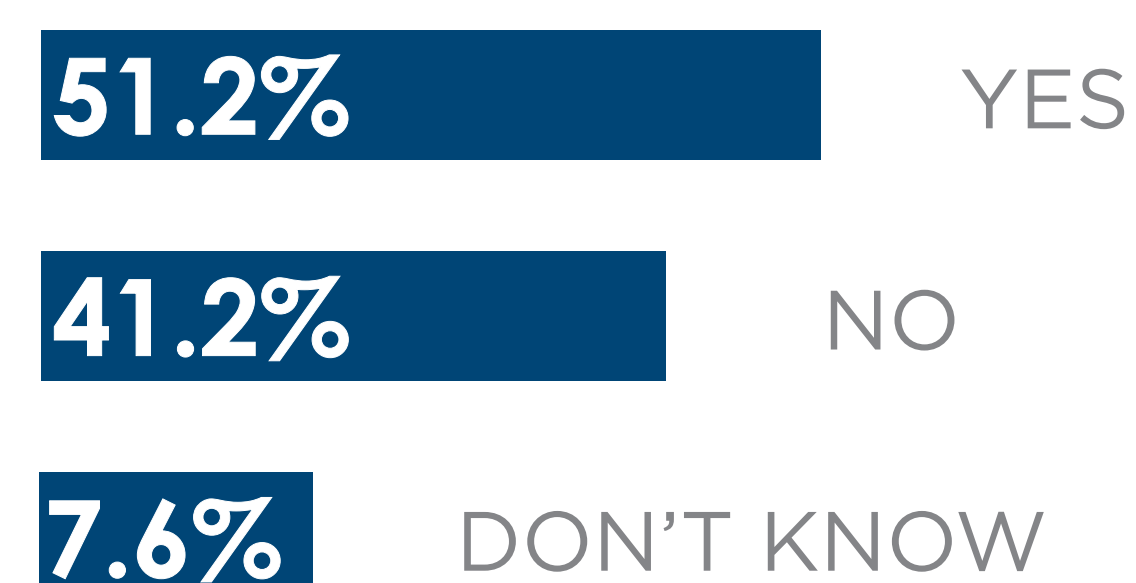
As part of the engagement process, a statistically valid telephone survey was conducted by Aimpoint during April 2018 to provide a snapshot of residents' views of the City.

Q: ON A SCALE OF 1-10, HOW WOULD YOU RATE THE QUALITY OF LIFE IN REYNOLDSBURG?



### Identity:

Q: DO YOU BELIEVE THE CITY HAS A DISTINCT IDENTITY?



Reynoldsburg's identity is primarily viewed as suburban, family oriented, and multi-cultural.

### Housing

Q: WHAT GROUP OF PEOPLE MIGHT NEED MORE HOUSING WITHIN REYNOLDSBURG OVER THE NEXT TEN YEARS?

Families w/ children

**47.2%**

Senior citizens

**24.6%**

Young professionals

**16.3%**

Families w/o children

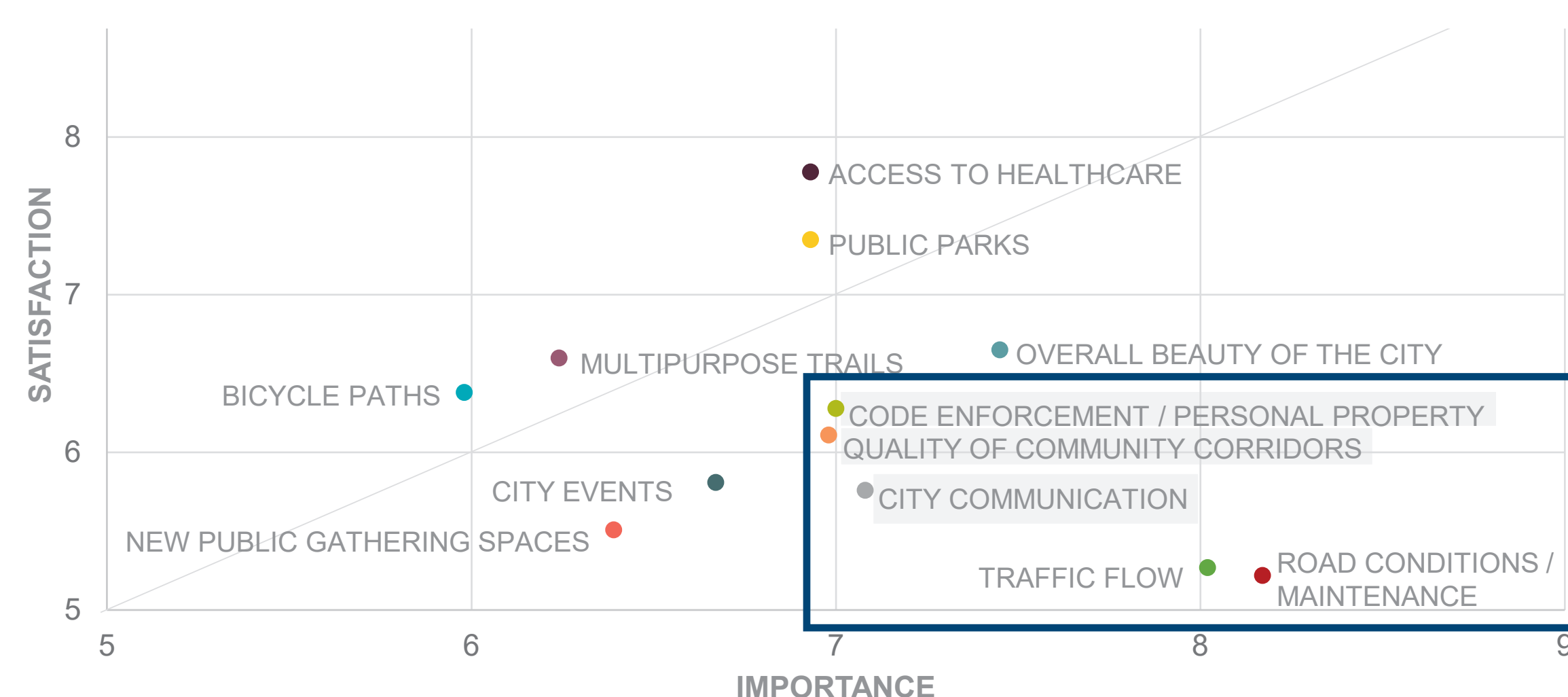
**4.3%**

**45.2%**

Nearly half of respondents think that non-traditional households should be prioritized.

### Services & Amenities:

Q: HOW SATISFIED ARE YOU WITH THE FOLLOWING SERVICES? HOW IMPORTANT IS IT TO IMPROVE THEM?



Q: DOES REYNOLDSBURG NEED MORE, LESS, OR HAVE THE RIGHT AMOUNT OF EACH OF THE FOLLOWING?

Senior Housing

**65.1%**

Single-family Residential

**54.5%**

Affordable Apartments

**49.8%**

Needs More  
Needs Less / Right Amount

Residents want more senior housing, single-family residential, and affordable apartments.

## KEY FINDINGS

Public engagement, existing conditions, and best practices helped form the foundation of the Plan. Below are the key findings of the planning process.



**Transform vacant and underperforming retail.**



**Create a community identity throughout the City.**



**Make Olde Reynoldsburg a destination.**



**Improve Reynoldsburg's diverse, but aging housing stock.**



**Focus public improvements and design standards at four primary development areas.**



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

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**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

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Approval:

|                           |                       |               |
|---------------------------|-----------------------|---------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Stephen Cicak |
|---------------------------|-----------------------|---------------|

See Attached Documentation

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

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

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

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

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

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

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

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

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

## CHAPTER 1721 – RENTAL PROPERTY REGISTRATION

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

**§1721.01 Purpose.**

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

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

### **§1721.02 Definitions.**

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

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

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

### **§1721.03 Registration required.**

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



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

**§1721.04 Designated agent; Notice and Service of process.**

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

**§1721.05 Exempt rental dwelling units.**

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

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

**§1721.06 Registration application form.**

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

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

#### **§1721.07 Registration term and renewal.**

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

#### **§1721.08 Fees.**

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

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

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

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

#### **§1721.09 Inspections.**

- A. The Designated City Official shall designate at least one (1) Rental Inspector to conduct inspections of rental dwellings units and premises registered under this Chapter in order to enforce existing or future ordinances related to clean, safe and sanitary premise conditions, including the Property Maintenance Code establish by Chapter 1711. The salary of the Rental Inspector(s) shall be paid through the fees collected through the registrations outlined in §1721.08.
- B. Inspections shall be conducted on the premises upon presentation of proper credentials. Nothing in this Chapter shall be construed to require an occupant, operator, or owner to consent to a warrantless inspection of an occupied rental dwelling unit unless otherwise permitted by law.
- C. 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.

# **Water and Wastewater Department**

**Paul Hellman**

**614-322-4500 Phone**

## **ORDINANCE REQUEST**

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**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.

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Approval:

|                           |                       |               |
|---------------------------|-----------------------|---------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Stephen Cicak |
|---------------------------|-----------------------|---------------|

I am requesting an ordinance authorizing to increase 2018 water rate from \$7.81 per 1,000 gallons to \$8.12 per 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<br>COLUMBUS RATE       | WATER USAGE   |               |               |               |               |               |               |               |               |               |               | 2012          | 2013          | 2014          | 2015          | 2016          | 2017          | 2018 EST      | 2019 EST      | 2020 EST      | 2021 EST      |
|------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                              | 2001          | 2002          | 2003          | 2004          | 2005          | 2006          | 2007          | 2008          | 2009          | 2010          | 2011          |               |               |               |               |               |               |               |               |               |               |
|                              | ACTUAL        | ACTUAL        | ACTUAL        | ACTUAL        | ACTUAL        | ACTUAL        | ACTUAL        | ACTUAL        | ACTUAL        | ACTUAL        | ACTUAL        | ACTUAL        | ACTUAL        | ACTUAL        | ACTUAL        | Actual        | Actual        | EST           | EST           | EST           | EST           |
| POPULATION (LOW GROWTH)      | 32,069        | 32,796        | 32,796        | 32,878        | 32,943        | 33,059        | 33,544        | 35,787        | 35,818        | 35,970        | 35,970        | 35,970        | 36,347        | 36,526        | 36,711        | 37,158        | 37,158        | 37,158        | 37,158        | 37,158        | 37,158        |
| POPULATION INCREASE          | 131           | 727           | 0             | 82            | 65            | 116           | 485           | 2,243         | 31            | 152           | 0             | 0             | 377           | 179           | 185           | 447           | 0             | 0             | 0             | 0             | 0             |
| NEW NET RESIDENTIAL ACCOUNTS | 45            | 249           | 0             | 28            | 22            | 40            | 166           | 768           | 11            | 52            | 0             | 0             | 129           | 61            | 63            | 153           | 0             | 0             | 0             | 0             | 0             |
| LOW GROWTH WATER USAGE       | 1,079,048,344 | 1,143,641,884 | 1,101,025,332 | 1,177,256,256 | 1,272,466,932 | 1,250,096,496 | 1,226,491,860 | 1,178,168,816 | 1,179,615,448 | 1,260,340,356 | 1,270,911,092 | 1,272,627,004 | 1,199,875,776 | 1,185,138,815 | 1,119,929,506 | 1,106,330,118 | 1,050,353,546 | 1,112,138,940 | 1,152,826,950 | 1,152,826,950 | 1,152,826,950 |
| POPULATION (HIGH GROWTH)     | 32,069        | 32,796        | 32,796        | 32,878        | 32,943        | 33,059        | 33,544        | 35,787        | 35,818        | 35,970        | 35,970        | 35,970        | 36,347        | 36,526        | 36,711        | 37,158        | 37,158        | 37,158        | 37,158        | 37,158        | 37,158        |
| POPULATION INCREASE          | -184          | 727           | 0             | 82            | 65            | 116           | 485           | 2,243         | 31            | 152           | 0             | 0             | 377           | 179           | 185           | 447           | 0             | 0             | 0             | 0             | 0             |
| NEW NET RESIDENTIAL ACCOUNTS | -63           | 249           | 0             | 28            | 22            | 40            | 166           | 768           | 11            | 52            | 0             | 0             | 129           | 61            | 63            | 153           | 0             | 0             | 0             | 0             | 0             |
| HIGH GROWTH WATER USAGE      | 1,079,048,344 | 1,143,641,884 | 1,101,025,332 | 1,177,256,256 | 1,272,466,932 | 1,250,096,496 | 1,226,491,860 | 1,178,168,816 | 1,179,615,448 | 1,260,340,356 | 1,270,911,092 | 1,272,627,004 | 1,199,875,776 | 1,185,138,815 | 1,119,929,506 | 1,106,330,118 | 1,050,353,546 | 1,112,138,940 | 1,152,826,950 | 1,152,826,950 | 1,152,826,950 |
| POPULATION INCREASE          | 32,069        | 32,796        | 32,796        | 32,878        | 32,943        | 33,059        | 33,544        | 35,787        | 35,818        | 35,970        | 35,970        | 35,970        | 36,347        | 36,526        | 36,711        | 37,158        | 37,158        | 37,158        | 37,158        | 37,158        | 37,158        |
| NEW NET RESIDENTIAL ACCOUNTS | -127          | 727           | 0             | 82            | 65            | 116           | 485           | 2,243         | 31            | 152           | 0             | 0             | 377           | 179           | 185           | 447           | 0             | 0             | 0             | 0             | 0             |
| COMPOSITE WATER USAGE        | -44           | 249           | 0             | 28            | 22            | 40            | 166           | 768           | 11            | 52            | 0             | 0             | 129           | 61            | 63            | 153           | 0             | 0             | 0             | 0             | 0             |
| 90% OF USAGE IS BILLABLE     | 1,079,048,344 | 1,143,641,884 | 1,101,025,332 | 1,177,256,256 | 1,272,466,932 | 1,250,205,704 | 1,226,491,860 | 1,178,168,816 | 1,179,615,448 | 1,260,340,356 | 1,270,911,092 | 1,272,627,004 | 1,199,875,776 | 1,185,138,815 | 1,119,929,506 | 1,106,330,118 | 1,050,353,546 | 1,112,138,940 | 1,152,826,950 | 1,152,826,950 | 1,152,826,950 |
| Gallons per day per pop      | 92.19         | 95.54         | 91.98         | 98.10         | 105.83        | 103.61        | 100.17        | 90.20         | 90.23         | 96.00         | 96.80         | 96.93         | 90.44         | 88.89         | 83.58         | 81.57         | 77.44         | 82.00         | 85.00         | 85.00         | 85.00         |
| Percentage Usage received    | 89%           | 88%           | 85%           | 82%           | 80%           | 78%           | 75%           | 79%           | 76%           | 69%           | 69%           | 69%           | 70%           | 72%           | 71%           | 77%           | 75%           | 77%           | 77%           | 77%           | 77%           |

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

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

**PAUL HELLMAN**

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

# 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<br>Brad McCloud | Completed<br>Jed Hood | Stephen Cicak |
|---------------------------|-----------------------|---------------|

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

### 945.02 Sewer Rate Schedule

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

**PAUL HELLMAN**

Water/Wastewater Superintendent  
 CITY OF REYNOLDSBURG  
 7232 EAST MAIN STREET  
 REYNOLDSBURG, OHIO 43068  
 (614) 322-4500 voice Ext 4503  
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## 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 |

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

Sewer Fund

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

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

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

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

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

2009

|             |        |            |
|-------------|--------|------------|
| Rosehill Rd | 51488  | opwc grant |
| blacklick   | 148126 |            |
|             | 199614 |            |

2010

computer

|          |        |             |
|----------|--------|-------------|
|          | 86012  |             |
| Ohio EPA | 304091 | 942960-3 yr |
|          | 390103 |             |

2011

|            |        |
|------------|--------|
| Ohio EPA   | 254132 |
| Misc Sewer | 7306   |
|            | 261438 |

|           |         |        |
|-----------|---------|--------|
| Summit Rd | 652     | 35 267 |
|           | 336,467 |        |

2014

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

2016

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

651,047.99

2018

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

2020

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

443,317.43

2015

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

2017

|           |            |
|-----------|------------|
| Rocky Den | 218,209.00 |
|-----------|------------|

218,209.00

2019

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

443,317.43

2021

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

443,317.43



# Proposed Rates - 2019

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

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

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

➤ Low income and senior discounts continue.

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


---

**DATE:** 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<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>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

Attachment: COLUMBUS-#5929470-v4-Draft Lease - containing Kridler s 10 26 18 edits and YMCA Legal Edits (YMCA of Central Ohio

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Section 22.11 Paragraph Captions

Section 22.12 Jury Trial

**EXHIBITS:**

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

## LEASE AGREEMENT

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

## BACKGROUND INFORMATION

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

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

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

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

## ARTICLE I

### LEASE OF PREMISES

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE II**

### **TERM**

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

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

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

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

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

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

### **ARTICLE III** **RENT**

#### **SECTION 3.01**      **Base Rent:**

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



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

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

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

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

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

#### **ARTICLE IV**

#### **TAXES AND UTILITIES**

##### **SECTION 4.01 Taxes:**

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

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

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

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

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

## **ARTICLE V**

### **SECURITY DEPOSIT**

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

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

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

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

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

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

## **SECTION 6.02 Alterations by Tenant:**



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

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

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

### **SECTION 6.03 Alterations by Landlord:**

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

## **ARTICLE VII** **USE OF PREMISES**

### **SECTION 7.01 USE**

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

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

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

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

#### **SECTION 7.02 Legal Requirements:**

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

#### **SECTION 7.03 Special Membership Rates:**

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

**SECTION 7.04 Tax-exempt Bond Requirements:**

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

**SECTION 7.05 Exclusive Use:**

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

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

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

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

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

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

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

**ARTICLE VIII**  
**INSURANCE, INDEMNITY AND LIABILITY**

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

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

**SECTION 8.02**      **Other Tenant Insurance Coverage:**

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

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

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

#### **SECTION 8.03 Landlord Insurance:**

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

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

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



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

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

#### **SECTION 8.05 Covenants to Hold Harmless:**

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

#### **SECTION 8.07 Liability of Landlord to Tenant:**

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

### **ARTICLE IX**

#### **ENVIRONMENTAL COVENANTS, REPRESENTATIONS AND WARRANTIES**

#### **SECTION 9.01 Tenant's Compliance with Environmental Laws:**

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

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

#### **SECTION 9.02 Indemnification:**

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

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

#### **SECTION 9.03 Landlord's Liability:**

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

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

## **ARTICLE X**

### **SIGNAGE**

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

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

## **ARTICLE XI**

### **REPAIRS AND MAINTENANCE**

#### **SECTION 11.01 Landlord's Obligations - Premises:**

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

#### **SECTION 11.02 Tenant's Obligations - Premises:**

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

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

### **SECTION 11.03 Common Areas:**

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

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

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

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

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

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

## **ARTICLE XII**

### **DESTRUCTION OF PREMISES**

#### **SECTION 12.01 Continuance of Lease:**

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

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



**SECTION 12.02 Reconstruction; Rent Abatement:**

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

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

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

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

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

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

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

#### **SECTION 14.02      Attornment:**

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

#### **SECTION 14.03      Estoppel Certificate:**

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

### **ARTICLE XV** **EVENTS OF DEFAULT**

#### **SECTION 15.01      Events of Default:**

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

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

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

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

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

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

#### **SECTION 15.02 Landlord's Remedies:**

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

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

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

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

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

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

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

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

### **SECTION 15.03 Additional Remedies and Waivers:**

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

**SECTION 15.04 Mediation:**

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

**ARTICLE XVI**  
**DEFAULT BY LANDLORD**

**SECTION 16.01 Landlord's Default:**

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

**SECTION 16.02 Remedies of Tenant:**

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

**SECTION 16.03 Mediation:**

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

**ARTICLE XVII**  
**NON-WAIVER OF DEFAULT**

**SECTION 17.01 Non-Waiver of Default:**

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



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

## **ARTICLE XVIII** **NOTICES**

### **SECTION 18.01**      **Notices:**

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

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

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

## **ARTICLE XIX** **END OF TERM**

### **SECTION 19.01**      **Return of Premises:**

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

### **SECTION 19.02**      **Holding Over:**

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

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

**ARTICLE XX**  
**COVENANT OF QUIET ENJOYMENT**

**SECTION 20.01**      **Covenant of Quiet Enjoyment:**

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

**ARTICLE XXI**  
**MISCELLANEOUS PROVISIONS**

**SECTION 21.01**      **Memorandum of Lease:**

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

**SECTION 21.02**      **Indemnification for Leasing Commissions:**

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

**SECTION 21.03**      **Governing Law:**

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

**SECTION 21.04**      **Severability of Invalid Provisions:**

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

**SECTION 21.05**      **Complete Agreement: Amendments:**

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

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

**SECTION 21.06 Inability to Perform:**

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

**SECTION 21.07 No Option:**

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

**SECTION 21.08 Time of the Essence:**

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

**SECTION 21.09 Authorized Signatory:**

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

**SECTION 21.10 Paragraph Captions:**

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

**SECTION 21.11 Jury Trial:**

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

**SECTION 21.12 Financial Statements:**

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

*[Remainder of page intentionally left blank]*

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

LANDLORD:

City of Reynoldsburg, Ohio, an Ohio political subdivision

By: \_\_\_\_\_

Its: \_\_\_\_\_

TENANT:

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF OHIO :  
: SS.  
COUNTY OF FRANKLIN :

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

\_\_\_\_\_  
Notary Public

STATE OF OHIO :  
: SS.  
COUNTY OF FRANKLIN :

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

\_\_\_\_\_  
Notary Public

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## 10.571 ACRES

-2-

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

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

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

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

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

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

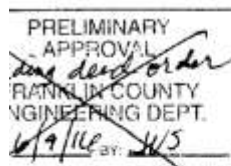
North 01° 07' 33" West, a distance of 93.48 feet to the TRUE POINT OF BEGINNING, containing 10.571 acres of land, more or less.

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

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

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

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



EVANS, MECHWART, HAMBLETON & TILTON, INC.

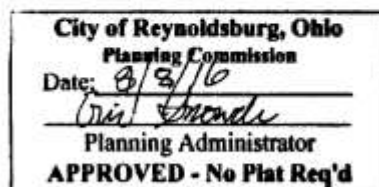
*Matthew A. Kirk*

Matthew A. Kirk  
Professional Surveyor No. 7865

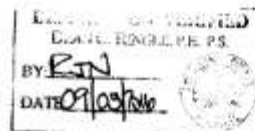
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**1.026 ACRES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Matthew A. Kirk*

7 June 16

Matthew A. Kirk  
Professional Surveyor No. 7865

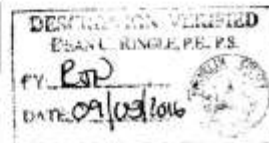
Date

**City of Reynoldsburg, Ohio**  
**Planning Commission**

Date: 8/8/16

*Eric Anderson*  
Planning Administrator

**APPROVED - No Plat Req'd**

**EXHIBIT "B"**

Depiction of City Land

**EXHIBIT “C”**

Depiction of Community Center Land

**EXHIBIT “D”**

Description of Common Area Land

**EXHIBIT “E”**

Site Plan

**EXHIBIT "F"****Landlord Office Area**

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

**Mayor's Office**  
**Brad McCloud**  
**7232 E. Main Street**  
**Reynoldsburg OHIO 43068**  
**Phone**

## **ORDINANCE REQUEST**

---

**DATE:**            **November 26, 2018**

**TO:**             **Finance and Administration Committee**

**RE:**             **ORDINANCE AUTHORIZING MAYOR TO ENTER INTO  
CONTRACT WITH THE DISTRICT ADVISORY COUNCIL OF  
THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT, AND  
FRANKLIN COUNTY PUBLIC HEALTH FOR HEALTH  
SERVICES FROM JANUARY 1, 2019 TO DECEMBER 31, 2019.**

---

Approval:

|                           |                       |                            |
|---------------------------|-----------------------|----------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|-----------------------|----------------------------|

Emergency/Suspension:      Emergency

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

Authorization for the Mayor to enter into a contract with the District Advisory Council of the Franklin County General Health District and Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019. The cost of services is based upon per capita rate of \$8.61 for a population of 37,135 totaling \$319,732.35.

See Attached.

Requesting emergency adoption upon third read.



**CONTRACT**  
Between  
FRANKLIN COUNTY BOARD OF HEALTH  
And  
CITY OF REYNOLDSBURG

This contract entered into by and between the City of Reynoldsburg (hereafter referred to as "City"), with its principal address being 7232 East Main Street, Reynoldsburg, OH 43068, and the Board of Health of the Franklin County General Health District (hereafter referred to as "Board" or "Franklin County Public Health") for 2019 Public Health Services under the approval of Resolution No.18-105 dated September 12, 2018.

The Board is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01.

ORC Section 3709.08 authorizes cities in Franklin County to contract with the Board to provide public health services to and within the City.

The District Advisory Council (hereafter referred to as "Council") of the Franklin County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 22, 2018, at which by a majority vote of members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, and did authorize the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

The Board is engaged in the governance of providing public health services as described in this contract and the Scope of Work, attached hereto and incorporated herein as Exhibit A, and has the knowledge, skills and resources to provide such services in accordance with the terms and conditions of Ohio law and this contract.

Pursuant to Revised Code 3709.08(C), the contract was submitted to the State of Ohio's director of health. The Board is organized and equipped to provide the services and shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City.

The City is willing to contract with the Board for such services in accordance with the terms and condition of Ohio law and this Contract.

## **SECTION 1 – SERVICES**

The Board shall, for the consideration hereinafter stated, furnish to the City, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code and as listed in Exhibit A. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall

include enforcement of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code and the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (101) Collection Vehicle Registration, Inspection and Operation for Prevention of Nuisances
- (102) Property Health and Sanitation
- (103) Plumbing for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County General Health District and the City.

The City Attorney shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

## **SECTION 2 – TERM**

Said public health services shall be furnished beginning January 1, 2019 and ending December 31, 2019 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

## **SECTION 3 – COMMUNICATION**

The Board will provide ongoing communication with the Mayor/City Manager and his or her designees through notification at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the City will be provided upon request.

## **SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES**

The City, Ohio shall pay the Board for said public health services furnished to the City and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$8.61.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January 2019 and 50% of the total contract amount in June 2019 through the

process of withholding the installment amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the Settlement Officer of the Franklin County Auditor. The sum for 2019 shall not exceed \$319,732.35, notwithstanding any fee established pursuant to the sections set forth below.

In any instance where the Board expends funds to abate a nuisance pursuant to Section 1, above, within the City, the Board may invoice the City for the costs of such nuisance abatement. Further, the City shall pay, in addition to those sums set forth in Section 5, above, to the Board the cost to abate the nuisance.

The Board agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City.

#### **SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES**

The Board shall, for the consideration hereinafter stated, furnish to the City, all plumbing and medical gas inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified by the Ohio Department of Commerce.

The City, through its Building Department, shall issue permits and collect fees for such plumbing inspections. The fee to be charged shall be the most current fee charged by the Board. The City shall forward sixty (60) percent of all plumbing inspection fees collected by them to the Board upon receiving monthly statements of the amount due from the Board. The City shall pay said amount, within thirty (30) days after receipt of said statement.

#### **SECTION 6 – APPROVAL**

This contract is approved by a majority of the members of the legislative authority of the City, pursuant to the provisions of Ordinance \_\_\_\_\_ dated \_\_\_\_\_.

The City has determined that Franklin County Public Health is organized and equipped to adequately provide the service that is the subject of this contract.

**IN WITNESS WHEREOF**, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE  
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Date

FRANKLIN COUNTY PUBLIC HEALTH

\_\_\_\_\_  
Joe Mazzola, MPA  
Health Commissioner

\_\_\_\_\_  
Date

THE CITY OF REYNOLDSBURG, OHIO

\_\_\_\_\_  
Mayor Brad McCloud

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

Ron O'Brien  
Prosecuting Attorney  
Franklin County, Ohio

\_\_\_\_\_  
Assistant Prosecuting Attorney  
Attorney for the District Advisory  
Council of the Franklin County General Health District

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney  
City of Reynoldsburg, Ohio

\_\_\_\_\_  
Date

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)

**FINANCIAL CERTIFICATE**

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

\_\_\_\_\_  
FISCAL OFFICER  
City of Reynoldsburg, Ohio

\_\_\_\_\_  
DATE



## EXHIBIT A SCOPE OF WORK

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2019 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City
- The Services described in the schedule listed below in this Exhibit will be provided by the Board to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.

The followings specific services shall be a part of the Services provided under this Contract:

| <b>List of Functions, Programs and Services</b>                                              |  |
|----------------------------------------------------------------------------------------------|--|
| <b>Administrative Services:</b>                                                              |  |
| Administration                                                                               |  |
| Budget, Accounts Payable, Accounts Receivable                                                |  |
| Communication & Marketing                                                                    |  |
| Grant Writing & Management                                                                   |  |
| Records Management                                                                           |  |
| Reports - Financial & Statistical                                                            |  |
| <b>Data Services:</b>                                                                        |  |
| Community Health Assessment                                                                  |  |
| Health Data                                                                                  |  |
| <b>Environmental Health:</b>                                                                 |  |
| Food Service Operation Licensing, Inspection & Education                                     |  |
| Healthy Homes (Lead, Radon) Inspection & Education                                           |  |
| Mosquito Control Services & Education                                                        |  |
| Nuisance & Vector Control Enforcement & Education                                            |  |
| Plumbing & Medical Gas Inspections                                                           |  |
| Public Swimming Pool & Spa Licensing, Inspection & Education                                 |  |
| Rabies Surveillance - Animal bite investigation and follow up                                |  |
| Retail Food Establishment Licensing, Inspection & Education                                  |  |
| School Facilities Inspection & Education                                                     |  |
| Sewage Treatment System Permitting, Inspection & Education                                   |  |
| Smoke Free Workplace Enforcement & Education                                                 |  |
| Solid Waste, Construction and Demolition Facility, Transfer Station Inspection & Enforcement |  |
| Tattoo & Body Piercing Permitting, Enforcement & Inspection                                  |  |
| Temporary Park Camp Licensing, Enforcement & Inspection                                      |  |
| Water Quality Permitting, Testing & Education                                                |  |
| <b>Emergency Preparedness:</b>                                                               |  |
| Community Outreach and Education                                                             |  |
| Injury Prevention/Opiate Crisis Programs & Education                                         |  |

|                                                                                        |
|----------------------------------------------------------------------------------------|
| Public Health Emergency Preparedness                                                   |
| Planning and Cities' Readiness Initiative activities                                   |
| <b>Epidemiology, Surveillance, Investigation Services:</b>                             |
| Reportable Infectious Disease investigation and follow-up(excluding HIV/AIDS; STD; TB) |
| Disease Outbreak Management                                                            |
| <b>Health Promotion:</b>                                                               |
| Community Health Action Teams                                                          |
| Farm to School Program                                                                 |
| Nutrition & Physical Activity Education Programs                                       |
| Safe Routes to Schools                                                                 |
| Tobacco Use Prevention, Education & Cessation Program                                  |
| <b>Health Systems &amp; Planning:</b>                                                  |
| Community Health Improvement Plan                                                      |
| Data & Information Technology                                                          |
| Public Health Accreditation                                                            |
| <b>Immunization Services:</b>                                                          |
| Childhood and Adult Vaccine Administration Services                                    |
| <b>Occupational Health:</b>                                                            |
| Immunizations and screenings - Fee for Service                                         |
| <b>Maternal &amp; Child Health:</b>                                                    |
| Bureau for Children with Medical Handicaps (BCMH) Public Health Nursing Services       |
| Safe Sleep & Infant Mortality Prevention Initiatives & Education                       |

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.



# RECORD OF PROCEEDINGS

Minutes of

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. SHTR011

Franklin County Public Health

Journalized on:

Held

20

SEP 11 2018

RESOLUTION 18-105

September 11, 2018

RESOLUTION AUTHORIZING THE FRANKLIN COUNTY BOARD OF HEALTH TO PROVIDE PUBLIC HEALTH AND PLUMBING SERVICES TO POLITICAL SUBDIVISIONS IN 2019

**WHEREAS**, pursuant to Ohio Revised Code sections 3709.08 and 3709.281, the Franklin County District Advisory Council and/or Franklin County Public Health may contract with political subdivisions located within or adjacent to the general health district of Franklin County, Ohio, for Franklin County Public Health to provide health and plumbing services to said political subdivisions.

Now, therefore, upon motion of Board Member Rudge, second by Board Member Morgan,

BE IT RESOLVED BY THE FRANKLIN COUNTY BOARD OF HEALTH, BOARD MEMBERS;

1. That Franklin County Public Health shall provide such health and plumbing services as set forth in the attached contracts to the following political subdivisions, for the amounts listed below, as executed by the District Advisory Council and political subdivisions for 2019:

|                           |                                                                                      |
|---------------------------|--------------------------------------------------------------------------------------|
| City of Bexley            | per capita \$8.61; not to exceed \$114,185.82 and 60% of all plumbing fees collected |
| City of Canal Winchester  | per capita \$8.61; not to exceed \$74,657.31 and 60% of all plumbing fees collected  |
| City of Dublin            | per capita \$8.61; not to exceed \$417,585.00 and 60% of all plumbing fees collected |
| City of Gahanna           | per capita \$8.61; not to exceed \$307,445.88 and 60% of all plumbing fees collected |
| City of Grandview Heights | per capita \$8.61; not to exceed \$67,588.50 and 60% of all plumbing fees collected  |

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)





# RECORD OF PROCEEDINGS

Minutes of

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. SHTRCP11

Held \_\_\_\_\_ 20 \_\_\_\_\_

Resolution 18-105  
Page 2

|                         |                                                                                             |
|-------------------------|---------------------------------------------------------------------------------------------|
| City of Grove City      | per capita \$8.61; not to exceed \$357,271.95 and \$75.00 per plumbing inspection as needed |
| City of Groveport       | per capita \$8.61; not to exceed \$49,877.73 and 60% of all plumbing fees collected         |
| City of Hilliard        | per capita \$8.61; not to exceed \$319,112.43 and 60% of all plumbing fees collected        |
| City of New Albany      | per capita \$8.61; not to exceed \$92,161.44 and 60% of all plumbing fees collected         |
| City of Pickerington    | per capita \$8.61; not to exceed \$182,695.59 and 60% of all plumbing fees collected        |
| City of Reynoldsburg    | per capita \$8.61; not to exceed \$319,732.35 and 60% of all plumbing fees collected        |
| City of Upper Arlington | per capita \$8.61; not to exceed \$302,762.04 and 60% of all plumbing fees collected        |
| City of Westerville     | per capita \$8.61; not to exceed \$332,242.68 and 60% of all plumbing fees collected        |
| City of Whitehall       | per capita \$8.61; not to exceed \$158,122.65 and 60% of all plumbing fees collected        |

2. That the Health Commissioner is authorized to prepare and execute the following plumbing services contracts for 2019:

|                         |                                    |
|-------------------------|------------------------------------|
| Village of Marble Cliff | 60% of all plumbing fees collected |
| Village of Minerva Park | 60% of all plumbing fees collected |
| Village of Obetz        | 60% of all plumbing fees collected |
| Village of Riverlea     | 60% of all plumbing fees collected |
| City of Worthington     | 60% of all plumbing fees collected |

3. That this resolution shall be in full force and effect from and immediately upon its adoption.

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)



# RECORD OF PROCEEDINGS

Minutes of

Meeting

BEAR GRAPHICS 800-325-8094 FORM NO. SHTR0P11

Held \_\_\_\_\_ 20\_\_\_\_

Resolution 18-105  
Page 3

Voting Aye Thereon:

*Sally Munson*  
*Greg Linder*  
*Thomas L. Ruether*  
*Roy Bannum*

Board Members  
Franklin County Board of Health

Voting Nay Thereon:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board Members  
Franklin County Board of Health

Attachment: FCPH 2019 (Franklin County Public Health for Health Services from January 1, 2019 to December 31, 2019.)



**Human Resources Dept.****Sandra Boller****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6868 Phone****ORDINANCE REQUEST****DATE: November 26, 2018****TO: Finance and Administration Committee**

**RE:** ORDINANCE AUTHORIZING MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES, LLC., FOR INFORMATION TECHNOLOGY SERVICES for the Period of January 1, 2019 through December 31, 2019; AND DECLARING AN EMERGENCY.

Approval:

|                           |                       |                            |
|---------------------------|-----------------------|----------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|-----------------------|----------------------------|

Emergency/Suspension: Emergency

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

REQUESTING AUTHORIZATION FOR THE MAYOR TO ENTER INTO AN AGREEMENT WITH KIRCH GROUP TECHNOLOGIES LLC, FOR INFORMATION TECHNOLOGY SERVICES FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2019 (see attached) AND WAIVE COMPETITIVE BIDDING.

requesting emergency adoption upon third read.



Contract Version 4.0.0\_REY (2019)

# Kirch Group Technology, LLC Service Agreement Contract

Attachment: 2019 KGT Contract (Kirch Group Technology Contract 2019)

## Submitted to:

City of Reynoldsburg  
7232 E. Main Street  
Reynoldsburg, Ohio 43068



### ***Kirch Group Technology, LLC - Service Contract***

This **Kirch Group Technology Service Agreement** (the "Agreement") is made and entered into as of the last date appearing at the foot of this Agreement by and between Kirch Group Technology, LLC, an Ohio limited liability company ("KGT") and the client whose name appears at the foot of this Agreement (the "Client").

#### ***Statement of Agreement:***

1. **Agreement Basics.** Pursuant to this Agreement, and subject to the terms, conditions and limitations contained in this Agreement, KGT shall provide general Information Technology (IT) management in support of your business and its Covered Hardware (defined on **Exhibit 1A**) and Covered Software (defined on **Exhibit 1B**) (Covered Hardware and Covered Software are collectively, the "Covered Items").
2. **Overview.** KGT's uniquely configured support framework for Covered Items provides a range of services, as selected in this Agreement, designed to keep your computer and network systems functioning. Such services, as selected by Client, pertaining to Covered Items include are disclosed on **Exhibit 2**.
3. **System Documentation.** Client shall provide all documentation relative to the Covered Items to KGT.
4. **Getting Started.** Once the Documentation is delivered or provided to KGT, a KGT technician (a "Tech") shall perform a series of preliminary studies and recommendations. A quotation may be provided to the client with a list of list of hardware and/or software and/or labor required to get client to a state in which KGT will accept client into this agreement. Failure to accept and pay in full for this will result in the immediate cancelation of this agreement as client does not qualify for this arrangement.
5. **Services.** The services provided to the Client under this Agreement are specifically set forth on the Contract Service Schedule as disclosed on **Exhibit 5**.
6. **Services Limitations.** Due to the nature of technology, KGT makes no representation regarding its ability to solve every IT/network problem Client encounters, but KGT does represent that the Tech shall be provided to Client as provided in this Agreement. Details of service limitations are included on **Exhibit 6**.
7. **Deliverables.** Working with Client's designated contact person (in some special cases, persons), KGT (acting through its Tech) shall address, as provided in this Agreement, any issues and/or problems concerning Client's current IT environment as it pertains to Covered Items.
8. **Client Obligations.** For KGT to provide the type of service that our Clients deserve and uphold its obligations under this Agreement, Client must strictly observe and where appropriate perform the obligations disclosed on **Exhibit 8**.
9. **Term and Termination.** The Term of this Agreement shall commence on the effective date as defined in this Agreement and is effective for the remainder of the calendar year. This period is also referred to as the "Term." This Agreement may be terminated by KGT prior to the Agreement End Date upon Client's failure to perform any of its obligations defined in § 8 or on Exhibit 8-Attached, including, but not limited to failure to discharge Client's financial obligations under this Agreement with fifteen (15) days of Client's receipt of a written notice of default. Additional reasons for termination of this agreement are described on **Exhibit 9**.
10. **Fees and Payments.** Client's fees for services provided in the Contract Service Schedule appear on the Contract Price Schedule disclosed on **Exhibit 10**. Beginning on the Effective Date, Client shall be billed according to the below-stated payment schedule set forth on the Contract Price Schedule, in advance for applicable fees. Any amount due to KGT under this Agreement, whether under the Contract Price Schedule or billing for additional services shall be payable in full upon receipt of an invoice, without withholding, deduction or offset of any amounts for any purpose. ~~Any amount not paid within thirty (30) days of the invoice's date shall be subject to an interest charge of eighteen percent (18%) per annum.~~ Any KGT billing not disputed by Client both in writing and in good faith, within thirty (30) days of Client's receipt of an invoice is deemed approved and accepted by Client. The Contract Price Schedule only covers items on the Contract

Service Schedule. The Contract Service Schedule work is performed during normal business hours of 8:00am-5:00pm EST, Monday – Friday. Please see website for list of Holidays and dates KGT office is closed. If Client needs an issue addressed outside the normal business hours, such services (whether or not such service is on the Contract Service Schedule) shall be billed at KGT's then effective "After-Hours Rate", unless KGT agrees to a different rate in writing prior to such services being performed. After-Hours Rates are defined on the KGT website and are subject to change at any time.

11. **Non-interference.** Client shall not hire, interview, solicit for hire or aid any third party in hiring any KGT employee, consultant, technician or agent during the Term and for a period of one (1) year after this Agreement has been terminated, or later if KGT's completion of any services for Client's benefit extends beyond the termination date.
12. **Entire Agreement.** This Agreement along with all attached Exhibits constitute one and only one agreement regarding this Agreement's subject matter. This Agreement may not be amended, altered or modified in any manner, except as specifically provided herein, unless it is done so in a written instrument signed by both the Client and KGT; provided, that, one of such instrument's terms reflects one its purpose is to amend this Agreement.
13. **Notices.** Any notice required or permitted under this Agreement must be in writing and except for the ARTS site and/or voice mail provided for in § 6 (and **Exhibit 6**) and sent to the party at the address appearing on **Exhibit 13**. Such notice(s) shall be deemed received on (a) the date it is posted in the U.S. Mail systems, properly addressed, bearing adequate postage with a return receipt appended, (b) when delivered to an overnight delivery service, if properly addressed (for this purpose only Federal Express and UPS are acceptable), or (c) when sent by email to the party's email address set forth at the foot of this Agreement; provided, that an electronic receipt for such email is received by the sender.
14. **Assigned Technician.** KGT will provide a technician to Client. This technician will operate under the guidelines as described in **Exhibit 14**.

**IN WITNESS WHEREOF**, KGT and Client have executed this Agreement as of the date appearing next to their signature and each of KGT and Client represent to the other party that the person executing this Agreement on this behalf is fully authorized to bind the party for which it is so executing.

**Contract Effective Date: 1/1/2019 – 12/31/2019**

**CLIENT:**

City of Reynoldsburg

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**KGT:**

Kirch Group Technology, LLC

By: \_\_\_\_\_

John Stickel, Managing Member

Date: \_\_\_\_\_

**Exhibit 1A:****“Covered Hardware:”**

**Exhibit 1B:****“Covered Software:”**

## Client Operating Systems (OS):

- Microsoft Windows 7 (Home, Professional, Enterprise, Ultimate)
- Microsoft Windows 8 and 8.1 (Pro, Enterprise, RT)
- Microsoft Windows 10 (Home, Pro, Enterprise)

## Server Operating Systems (OS):

- Microsoft Windows Small Business Server 2011
- Microsoft Windows Server 2008 R2 (all)
- Microsoft Windows Server 2012 (all)
- Microsoft Windows Server 2016 (all)
- Microsoft Windows Server 2019 (all)

## Applications:

- Microsoft Office 2010
- Microsoft Office 2013
- Microsoft Office 2016
- Microsoft Office 2019
- Microsoft Office 365

It is not possible for KGT to completely support all software, however, we will attempt to resolve any issues you may have if an error occurs. We must be given an error. To get further support with this agreement for industry specific software, we require you to maintain an ongoing support contract with that software vendor. We will still assist you in troubleshooting, by utilizing the support contract and contacting the specific vendor.

**Training is not included in the agreement.** Training is helping a user understand how to use the software and/or utilize certain features of the software. Although a technician may choose to train a Client, this is not typically included in the agreement. Client will be notified in advance if training is going to be invoiced and arrangements for payment and amounts will be determined.



**Exhibit 2:****“Menu of Services:”**

- a. Site Assessment
- b. IT Inventory and Management
- c. Scheduled Visits (either “on-site” or “remote”)
- d. Proactive Service
  - a. Check Server Event Logs
  - b. Verify Backups
    - i. KGT will confirm that backups are getting done. However, KGT will not test backup media at each visit to confirm a full disaster recovery test. This service (disaster recovery test) is an additional charge.
  - c. Verify Anti-Virus Software
- e. Technology Knowledge and Guidance
- f. Help Desk Support (including phone support)
- g. Covered Items Reliability Check
- h. Covered Items Security Check
- i. Cost Management and Control (IT Budget Assistance)

**Exhibit 5:****“Contract Service Schedule:”**

Contract Services generally include the following: (a) Scheduled Visits; (b) Server Specific Duties; (c) Personal Computer Specific Duties; (d) Peripheral Specific Duties; (e) ARTS response protocol; and (f) Software Support, which relate to the following services descriptions; provided, however, to the extent there is a conflict between the Contract Service Schedule and this Exhibit 5, the former shall control.

*Scheduled Visits.* The date, time and frequency for Tech Client Visits are based on the size, amount and complexity of Covered Hardware as determined by KGT. Client and KGT must agree on specific dates and times for the Tech’s performance of the scheduled maintenance covered by this Agreement. **Such schedule may be modified to reflect Covered Items changes.**

*Scheduled Visits:*

- a. This constitutes scheduled visits under this Agreement.
- b. Scheduled visits typically last between one and two hours.
  1. Scheduled visits not to exceed three hours, unless prior arrangements are made between Client and KGT.
  2. The Tech may, in his/her discretion, reschedule time for incidents not previously submitted to KGT either under ARTS or by telephone phone calls received by KGT at least twenty-four (24) hours prior to the start time for such scheduled visit.
    - A. Any additional services not covered by the terms of this Agreement performed during a scheduled visit, under ARTS or due to a telephone call may result in fees in addition to the basic fees (aka Contract Price) set forth in this Agreement.
    - B. When the technician arrives on the scheduled day, he/she will address any ARTS submitted tickets with the Client’s contact person. The technician will then proceed with the following services on applicable covered hardware.

*Server Specific Duties:*

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the following Server Specific Duties shall be conducted/reviewed by the Tech: review outside of server housing for warning lights; check server for adequate storage space; Review Windows event logs for messages, warnings, and errors and address as necessary; Review and approve appropriate Windows updates via Windows Software Update Services; Review network Anti-virus management software for issues and address as necessary and Review server and data backups and address as necessary.

*Personal Computer Specific Duties.*

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the following Personal Computer Specific Duties shall be conducted/reviewed by the Tech: ensure Windows updates are or have been installed correctly; monitor for malware infections; and run cleanup utilities to provide highest available usage speeds.

*Peripheral Specific Duties.*

During both Scheduled Visits, and where appropriate in the Tech’s opinion, the Tech shall ensure proper operation of printers, scanners, firewalls, switches and the like; **provided, that**, such peripherals are listed in the Covered Hardware Schedule as the date of the visit.

*ARTS Response Protocol.*

This Agreement provides access to a Tech who provides necessary services to monitor and maintain your current system and network environment as provided herein. Consequently, KGT provides a Tech for an on-site, scheduled visit on the day and time provided in this Agreement. Client is authorized to leave emergency/non-emergency voice mail messages and is granted access to the KGT's Automated Response and Ticket Submission (ARTS) site. All scheduled visits and support occurs during KGT's normal business hours of which are listed on our website. Our offices are also closed on all National Holidays. If support in response to an ARTS request is performed at Client's request either "after normal business hours" and/or over a weekend, Client will be billed for a fee in addition to Client's regular financial obligations set forth in this Agreement.

*Software Support.*

KGT provides support under this Agreement for Covered Software as it relates to its proper installation and configuration in your current business environment. Usage and appropriate understanding of how the Covered Software is (or may be) utilized in the Client's business is outside this Agreement's scope. KGT, may, where appropriate, endeavor to dispense Covered Software knowledge where and when appropriate based upon the applicable Tech's expertise with the particular software item. However, KGT reserves the right to decline support for Covered Software usage and understanding when it determines that the Client (or Client's applicable user) needs or could benefit from software training.

*Upgrading or Replacing Hardware/Software.*

Upgrading or replacing hardware or software normally requires an on-site visit. However, hardware and/or software upgrades may be completed remotely, with or without the knowledge of the Client. This Agreement does not include the cost of new or replacement hardware, software, cabling or other equipment that may be required to perform services under this Agreement. A separate labor fee shall be applied for adding any hardware not listed on the Covered Hardware Schedule, or major software upgrades or installations not listed on the Covered Software Schedule. Clients shall be quoted a price for new or replacement hardware prior to installation or repair. Labor fees associated with replacement or repair of hardware on the Covered Hardware Schedule are included in this Agreement, except where outlined on the Client Fee Schedule. Applicable sales tax shall be charged as required by applicable law.

**Caveats:** KGT recommends Business class hardware and software for all of our clients. Purchasing hardware and software through KGT is not a requirement under this Agreement. However, Client benefits with KGT's price breaks on business class IT hardware and software from Dell and other vendors. Should Client seek to upgrade or replace hardware or software with non-business class hardware or software or items the use of which KGT has recommended against, the labor fees for such replacement or repair are not included in the with this Agreement.

**Exhibit 6:****“Service Limitations:”**

- a. Once Client submits an Emergency ticket to the ARTS site and/or an Emergency voice mail message, KGT shall have four (4) business hours to acknowledge the ticket. That does not mean that the issue has to be resolved. KGT shall then have two (2) business hours to begin the attempt at resolving the issue. The attempt is not necessarily limited to an on-site Tech visit. Remote efforts by KGT designed to address the problem(s) are attempts. The agreed response time under this Agreement is set forth in the Contract Services Schedule.
  - a. **MODIFICATION FOR CITY OF REYNOLDSBURG:**
    - i. Should the 911/Communications go down during business hours or After Hours, personal contact via cell phone to KGT Technician is permitted to facilitate immediate response. KGT will invoice client at current After Hours Rate should contact fall outside of normal KGT business hours.
- b. Services not included in this Agreement or listed on the Contract Service Schedule are billable in addition to the Contract Price Schedule and include: setup and configuration of PCs, printers, and other peripherals not listed in the Covered Hardware Schedule; setup and configuration of new servers; installation and configuration of new software and/or major software upgrades; software research related to Client’s business; excessive hardware and/or software quotes; emergency IT support outside normal business hours as define in the Agreement; **direct contact (e-mail, phone calls) with Tech(s) not KGT initiated**; software training for Client’s employees; or reinstallation of server operating systems and programs.
- c. Force majeure—Problems considered force majeure are not services coming within the Contract Services Schedule and this Agreement. Force majeure includes acts of God, fire, theft, insurrection, situations involving marital law, etc. KGT reserves the right to bill for issues that arise directly, or indirectly, from force majeure including issues with ISP’s, telephone companies, power and cellular companies. Force majeure relieves KGT of its response time obligations under this Agreement.

**Exhibit 8:****“Client Obligations/Duties:”**

- a. All issues and/or IT related questions must be submitted to KGT via the ARTS site or through KGT’s voicemail system. **Direct contact (e-mail, phone calls) with Tech(s) not KGT initiated**, are not permitted and are subject to additional billing charges;
- b. Pay all invoices by their due date. Failure to pay on due date shall result in late fees, stoppage of service and/or termination of this Agreement;
- c. Pay all Agreement fees by due date stated on the applicable invoice. Failure to pay by due date shall result in late fees, stoppage of service and/or termination of this Agreement;
- d. Provide KGT with as much advanced notice to any changes to current network environment (ISP changes, phone system changes, personnel changes);
- e. Maintain all applicable software licenses and software, whether or not such software is part of the Covered Software Schedule;
- f. **KGT will not install or service illegal software and Client’s installation and/or use of such illegal software may result in KGT’s termination of this Agreement;**
- g. Notify KGT regarding any software installed and purchased without consulting KGT;
- h. Advise Client’s staff on usage of ARTS and against direct Tech contact (for support initiation);
- i. Provide Client staff with proper software training on applicable company software as KGT does not provide support on software usage;
- j. Advise KGT of the presence of mobile devices that connect to Client’s network or gather company email;
- k. Maintain an active virus scanning solution and routine backup solution as deemed appropriate by KGT for Client’s environment;
- l. KGT reserves the right to invoice the client for Spyware/Malware removal should the client refuse to have appropriate preventative software and/or hardware in place as deemed appropriate by KGT for Client’s environment.



**Exhibit 9:****“Agreement Terms and Termination Details:”**

- a. If the Agreement End Date arrives, and the Agreement is not renewed, so long as all of Client’s obligations under this Agreement are fully satisfied by such date, then KGT shall return the Documentation to Client and retain copies exclusively for archive and liability purposes upon request by Client. KGT shall make no further use of such Documentation and shall hold it in the strictest of confidence.
- b. If the Agreement End Date arrives or if the Agreement is terminated earlier due to Client’s failure to comply with all its obligations found in § 8 of this Agreement (and Exhibit 8), neither shall the Documentation be returned to Client nor shall the temporary passwords installed by KGT be released, except as provided in c, below, unless and until Client has brought current or remedied, in KGT’s opinion, its obligations under § 8 and (and Exhibit 8).
- c. If the nature of Client’s business is such that temporary protective passwords installed by KGT would create legal liability for Client, which areas must be disclosed to KGT on or before the effective date, the passwords referenced in b, above, shall not be applied to such items.
- d. Should Client terminate this Agreement and the Contract Price Schedule payments shall have been paid either in advance or in full, no refund shall be given and KGT shall not be obligated thereafter to provide any services contemplated by this Agreement.

**Exhibit 10:****“Fees and Payments:”**

Quoted Service Agreement - \$144,000.00 yearly, to be billed quarterly (\$36,000.00).

Payment Schedule - Billed on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup> in 2019: \$36,000.00.

**Exhibit 13:****“Addresses, E-mail Addresses and Telephone Numbers:”****Client Address:**

City of Reynoldsburg  
7232 E. Main Street  
Reynoldsburg, Ohio 43068

PH: (614)322-6800

**Main Contact:**

Sandra Boller

**Email Contact:**

sboller@ci.reynoldsburg.oh.us

**Exhibit 14:****“Assigned Technician:”**

**Should the details below contradict other statements made above in the contract, the details below take priority.**

- a. KGT will provide an assigned technician for Client. This technician will operate outside the current limitations of this contract. Technician will provide routine IT services as expected from a Network Administrator. No additional fees will be billed to the Client for services provided by this technician.
- b. Total technician time onsite will be 24 hours per week. Hours will be reduced when Client offices are closed according to Holiday Schedule. This contract includes ten (10) hours of After-Hours Support per contract year provided by the assigned technician. Routine, scheduled service, outside of normal business hours does not count as After-Hours Support. Routine, scheduled service, outside of normal business hours is included in the contract.
- c. KGT will make a reasonable effort to provide the same technician. Should this technician be unavailable, KGT will provide an alternate technician as to keep the above schedule.
- d. Assigned technician will not be limited to on-site hours only. Should any emergencies arise, assigned technician will be responsible for handling the issue. Should the emergency (not scheduled) arise outside of normal business hours, the included ten (10) hours of After-Hours Support will be used. Once used completely, the Client will be invoiced at the current After-Hours Rate. Any unused hours may not be carried forward to another contract year.
- e. Assigned technician will have a cell phone and can be contacted by Client at any time, understanding this could result in additional billing (according to rules above).

**City Auditor's Office****Stephen Cicak****7232 E. Main Street****Reynoldsburg OHIO 43068****614/322-6858 Phone****ORDINANCE REQUEST**


---

**DATE:**           **November 26, 2018**

**TO:**             **Finance and Administration Committee**

**RE:**             Adopt as an Emergency at the Third Reading

---

Approval:

|                           |                       |                            |
|---------------------------|-----------------------|----------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|-----------------------|----------------------------|

Emergency/Suspension:      Emergency

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

Unappropriate \$214700.00 from Acct 110.111.5113 (Police Enforcement Wages) and returned to the Unappropriated General Fund, (110)

Appropriate from the General Fund as follows:

|                                       |                             |
|---------------------------------------|-----------------------------|
| Mechanic Acct# 110.290.5151           | \$850.00 PERS Contribution  |
| Senior Center Acct# 110.343.5151      | \$900.00 PERS Contribution  |
| Building Dept Acct# 110.479.5161      | \$2000.00 Group Insurance   |
| City Attorney Dept Acct# 110.554.5151 | \$1500.00 PERS Contribution |
| HR Dept Acct# 110.582.5151            | \$200.00 PERS Contribution  |
| HR Dept#  Acct#110.582.5161           | \$750.00 Group Insurance    |
| General Admin Dept Acct#110.595.5164  | \$208500.00 BWC             |

That an amount of \$381500.00 is unappropriated from the Water Fund and is appropriated as follows:

|                   |              |                   |
|-------------------|--------------|-------------------|
| Acct#710.735.5378 | \$375,000.00 | Columbus Contract |
| Acct#710.735.5105 | \$6500.00    | Overtime          |



## **City Auditor's Office**

**Stephen Cicak**

**7232 E. Main Street**

**Reynoldsburg OHIO 43068**

**614/322-6858 Phone**

That an amount of \$4000.00 is unappropriated from the Waste Water Fund and is appropriated as follows:

|                   |           |                   |
|-------------------|-----------|-------------------|
| Acct#720.736.5102 | \$1300.00 | Wages             |
| Acct#720.736.5151 | \$2700.00 | PERS Contribution |

That an amount of \$180.00 is unappropriated from the Sewer Capacity Fund and is appropriated as follows:

|                         |          |                        |
|-------------------------|----------|------------------------|
| Acct# 250.000.0093.5373 | \$180.00 | Auditor-Treasurer Fees |
|-------------------------|----------|------------------------|

That an amount of \$210.00 is unappropriated from the Sidewalk Construction Fund and is appropriated as follows:

|                        |          |                       |
|------------------------|----------|-----------------------|
| Acct#420.000.0004.5653 | \$189.00 | Auditor Treasure Fees |
| Acct#420.000.005.5653  | \$21.00  | Auditor Treasure Fees |

That an amount of \$75000.00 is unappropriated from the Visitor Bureau Fund and is appropriated as follows:

|                   |            |                   |
|-------------------|------------|-------------------|
| Acct#920.000.5527 | \$75000.00 | Misc Distribution |
|-------------------|------------|-------------------|

That an amount of \$495.00 is unappropriated from the Brice/Main TIF Fund and appropriated as follows:

|                        |          |                        |
|------------------------|----------|------------------------|
| Acct#971.000.4002.5373 | \$495.00 | Auditor-Treasurer Fees |
|------------------------|----------|------------------------|

That an amount of \$1135.00 is unappropriated from the Summit Rd TIF #1 Fund and is appropriated as follows:

|                        |           |                        |
|------------------------|-----------|------------------------|
| Acct#973.000.4000.5373 | \$1135.00 | Auditor-Treasurer Fees |
|------------------------|-----------|------------------------|

Adopt as an Emergency at the Third Reading

**Parks & Recreation Dept.****Donna Bauman****7232 E. Main Street****Reynoldsburg OHIO 43068****614-322-6879 Phone****ORDINANCE REQUEST**


---

**DATE:** November 26, 2018

**TO:** Development, Parks and Recreation Committee

**RE:** Ordinance Appropriating Funds from the Un-Appropriated 285 Fund--  
Endowments to a Fund in the Parks & Recreation Department.

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Approval:

|                           |                       |                            |
|---------------------------|-----------------------|----------------------------|
| Completed<br>Brad McCloud | Completed<br>Jed Hood | Completed<br>Stephen Cicak |
|---------------------------|-----------------------|----------------------------|

The Parks and Recreation Department received \$423,498.15 in an endowment earmarked for the Reynoldsburg Senior Center.

The Auditor of State, Dave Yost, has approved our request to create an Endowments and Contributions Fund. This Fund will ensure that these monies are spent only on the Reynoldsburg Senior Center. The Fund will also enable remaining monies to be carried over year after year.

Requesting Council make the following appropriations from the un-appropriated 285 Fund:

285.000.5216.0001    \$ 10,000.00

285.000.5639.0001    \$ 65,000.00