CITY OF REYNOLDSBURG

CITY COUNCIL

Committee Meetings
Regular Council Meeting

7232 E. Main St
Reynoldsburg, OH 43068
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April Beggerow
614-322-6836

Tuesday, November 13, 2018 **Council Chambers**

PUBLIC SERVICE AND TRANSPORTATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

a. Public Service and Transportation Committee – Committee Meeting – October 22, 2018

4. NEW LEGISLATION/DISCUSSION ITEMS

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

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.

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.

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.

e. 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.

f. 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.

g. 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.

h. ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR’S CERTIFICATION OF AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY.

5. LEGISLATION FOR SECOND READING

a. 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. (First Reading 10/22/2018).

MINUTES COMMITTEE MEETING
REYNOLDSBURG PUBLIC SERVICE AND TRANSPORTATION COMMITTEE
October 22, 2018

Ward 2 Councilmember Brett Luzader called the meeting to order at 7:42 PM

Call to Order - Roll Call

PRESENT: Luzader, Baker, Bryant, Skinner, Joseph
ABSENT:

Approval of Agenda

Agenda stands approved.

Approval of Minutes

a. Public Service and Transportation Committee – Committee Meeting – October 8, 2018

RESULT:	**ACCEPTED**

NEW LEGISLATION/DISCUSSION ITEMS

ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: ENACTING CHAPTER ____ RENTAL PROPERTY REGISTRATION AND MAINTENANCE --- Bryant. Public Service and Transportation Committee.

Ms. Bryant: Ok, so we shelved this at the last meeting, I wanted to do some editing to the proposal. Unfortunately, I've been dealing with family emergencies and haven't had an opportunity to amend this the way I want to. However, I think what I would like to accomplish with this kind of goes hand and hand with the next item that we will be discussing. I would say we'd move on from here unless there's anything any committee member would like to suggest, have a question about, anything of that sort.

Mr. Luzader: I just have one. I'd like to know if the Mayor and the City Attorney have had a chance to peruse this and if they've got any questions, concerns.

Mayor McCloud: You may recall Mr. Luzader, I introduced something similar in 2008 and it didn't gain traction so as a concept I support it. I haven't really had a chance to fully digest what she submitted but I like the idea.

Mr. Luzader: Mr. Hood.

Mr. Hood: Inaudible

Mr. Luzader: Ok, I'd appreciate that. That might actually help with some of your edits and revisions.

Ms. Bryant: Possibly so.

Mr. Luzader: Ok, so your pleasure would be to extend this on for a first reading?

Ms. Bryant: I...

Mr. Joseph: You can also hold it if you want.

Ms. Bryant: I would like to hold it. It's not ready. And I think 4b needs to go before 4a.

Motion to hold legislation for 2 weeks by Council woman Bryant, Second by Councilman Skinner
All voted affirmative by voice vote. Motion Carried

RESULT:	ITEM HELD	Next: 11/13/2018 7:32 PM

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

Mr. Baker: Thank you Councilmen Luzader: The reason for this ordinance, this legislation is to try to help, try to help the Development Department be, to get more hands on with the City. More so to help ease some of the burden that the current structure has. I had April distribute a packet to all the Councilmen or Council members so they can look at some, what some of the other City's have done regarding this. Which is moving building and zoning over to the department of Development. I believe this will help make building and zoning more efficient. It will cut out, it will cut out the middle man and also help streamline the departments. And give the department of Development a little more, a little more hands on, on the day to day operation that pertains to building and zoning. Because on the things that's in this draft, in this draft that I submitted, it talks about, it has the Abatement and Board of Zoning and Appeals under the department of Public Service. Well the department of Director already does that, already sits on the board so why not go ahead and just move that on over to the Department of Development also. Its also to help make our City a little, a little more business friendly when it comes to doing permits and stuff. So I know a lot, all of y'all got this packet tonight. And I would like for you to look over it. Please look over it. And also I have handed out a flow chart of the City of Dublin that actually show how they have it set up where the department of Development has planning, building, zoning, economic development all under one roof which I think will help us in the long run. Especially towards as we grow as a city and we invite in new businesses to the City of Reynoldsburg. So if we can make this painless as possible for those businesses and also improve what's already there, I'm not trying to reinvent the light bulb. You know, even the light bulb went from incandescent to now we have LED, its just improved over time and this what I'm trying to accomplish with this piece of legislation. And I'm sure some of you have questions and I'm willing to answer any questions to the best of my ability so.

Mr. Luzader: Are there any questions from members of the committee on this item? I just have some concerns. This is one of those things, I actually think should fall under an administrative function. If the Mayor and his staff feel that it would be better this way or things work well and they think they continue to work well where their at, that's up to the Mayor. We're here as a legislative board not an administrative board. I think moving differently employees, group of employees under different departments and everything else, should be an administrative function not a legislative function. Is where I stand.

Mr. Baker: I mean respectable but I look at it as a better way to make the City of Reynoldsburg more efficient and I believe its within Councils power, I have not heard no objection from the City Attorney that we couldn't do this. I'm sorry say again I couldn't hear you.

Inaudible

Mr. Hood: Section six of the charter, provides for the Department of Public Service. And it says in there specifically the building department is a service department so in order to change this you have to ask for a charter amendment. But I also echo the sentiments of the Chairmen that there are different functions of the government administrative and legislative. I understand your argument of being more efficient but those are really his decisions to make of how he employs and divides the job responsibility and functions of the different administrative departments. The development department wasn't around when we enacted our charter. So its a creature of statue a creature of ordinance. The building department is not. The building department is a creature of charter. And its a charter provision that puts it under the building department. So until we change that there is really not a whole lot we can do.

Mr. Baker: So let me this clear. So your saying that this legislation cannot move the Building Department correct?

Mr. Hood: Not the Building Department.

Mr. Baker: But it could the move zoning portion correct?

Mr. Hood: I would have to look at it. But I think building and zoning is the same the way we do it. 6.07 is the charter section.

Mr. Baker: So from my understanding, first of all, why is this now brought to me when this was submitted a few weeks ago.

Mr. Hood: Because you didn't speak to me before you submitted this.

Mr. Baker: I had the Clerk submit to the Attorney for review.

Mr. Hood: No sir.

Mr. Baker: Ok maybe, I'm looking at it this way, something needs to be done and from my understanding that this could be done, and that I'm not deleting any department I'm just simply shifting one department to another for it to be more efficient for the City to run. We have to be prepared for business growth. And I believe this will help us, especially when you the department of Development talking, having to, excuse me. When you have the department of Development, department, trying to talk to the building department but they have to go through the department of service, that's creating a middle man. That's tying up time where we could spend giving out permits that people have applied to help make, applying for permits a lot more efficient is what I'm getting at.

Mr. Hood: I'm not judging that your, whether your argument is valid or not. I'm just saying that the charter provides for the Building Department to be placed...

Mr. Baker: From my understand that we can cross that bridge when we get there, however this portion right here. There is nothing in the charter that says that the zoning portion has to be under correct? You said it was for it to be the building, correct?

Mr. Hood: Provides for the building department, that's correct. 6.07.

Mr. Baker: Yes, so the zoning could be potentially moved.

Mr. Hood: Maybe, I would have to look at it again for that purpose. But I think its in there too.

Mr. Baker: But why didn't you look at it before you came up here. Because if you looked at the charter...

Mr. Hood: Because you didn't speak to me before you submitted the legislation. I would have been happy to tell you it then too.

Mr. Baker: I.. you know what... Seem like from what I'm getting that there's just no moving this because...

Mr. Hood: Sir, I wouldn't have stood up here this evening if you didn't say "I've heard no objection from the City Attorney."

Mr. Baker: I didn't hear any no objection Sir and I do remember saying, I do remember saying in the email, will City Attorney Hood look at this as well.

Mr. Hood: I'm not sure what email your talking about, I'm sorry. I didn't receive any email asking me to look at this...

Mr. Baker: Because I have...

Mr. Hood: I did discuss with the Mayor after your discussion...

Mr. Baker: Ok, because I can show, I can pull up on my phone where it said...

Mr. Hood: You emailed me?

Mr. Baker: No, I didn't email you, I asked the Clerk, and I said would City Attorney Hood look at this as well. Just because I know this is a legal matter, this is a legal move. So I wanted to make sure this was efficient before I proceed to it. So your saying you never got an email you never got no notice or nothing about this. Which is hard to believe that you haven't heard anything about this until I don't know today.

Mr. Hood: No. I saw it on the agenda and that's why I prepared for the meeting.

Mr. Baker: And the agenda was pushed out how long ago?

Mr. Hood: We got it on Friday, I think when you guys did. Mr. Baker...

Mr. Baker: So the reason im saying that, the reason im laughing because I met with the Mayor last Wednesday about this, so you cant tell me that he did not consult with you about this ordinance.

Mr. Hood: I'm sorry Mayor I thought we talked on Friday, unless my memory is mistaken.

Mr. Baker: I mean I know I'm kind of losing my memory too but that's what two kids will do. You have kids you know how your memory sometime go but I did talk to the Mayor about this. Actually he sent out a nice email to me about why he didn't support this. So I'm assuming, you know what I'm not assuming, I probably know that you had to talk him. he had to talk to you to make sure this was legal.

Mr. Hood: We discussed the agenda on Friday and I told him exactly my concerns.

Mr. Baker: Ok.

Mr. Hood: Mr. Baker all I'm saying to you is...

Mr. Baker: And I'm just saying that its hard for me to believe that you just now noticed this and could have said something in advanced about this but what I understand and what I read, what I researched that this could be done all was needed was an ordinance to move the Building and Zoning over by majority vote of Council.

Mr. Hood: Ok well we can discuss it, if you would like. But as I researched the Building Department has to stay under Service. And all I'm saying to you again is and I'll say it to like I said every council members, if you'd like to discuss proposed legislation before you submit, I'm happy to discuss whatever it is you want but I don't know what you guys are thinking until I see it on the agenda unless you give me some heads up.

Mr. Baker: So you saw it Friday but you couldn't call me or email me and tell me?

Mr. Hood: And again, I would not have said anything tonight publicly if you didn't say there was no objection from the City Attorney. That's when I said...

Mr. Baker: Because I didn't receive any objection. I didn't see an email. When I submit legislation few months ago, Auditor Cicak called me and said that I couldn't do this. He called me and said you couldn't do this. He picked up the phone, how come you couldn't just pick up the phone Friday after discussing with the Mayor, that this could not be done. Instead I'm pushing something that potentially cannot be done forward.

Mr. Hood: Well, again as I said to the Mayor on Friday and i'll say to you again, I was going to speak to you privately, without doing this publicly, and talk to you about it. But you said there is no objection from the City Attorney, that's when I stood up.

Mr. Baker: Correct, because there wasn't. I didn't receive any objection early about that this couldn't be done. But you know what were going back and forth here. Like I said it stands from my understanding, from my research that this could be done. I'm trying to help make this City more efficient. But I'm getting push back for no apparent reason.

Mr. Hood: Only that the charter compels us to leave the Building Department under the Service Director. That's the only push back I'm offering. As to the rest of the ordinance, I cant opine yet because I haven't looked into it. But I'm very confident... inaudible... must stay under the Service Director.

Mr. Baker: But yet you... ok ok.

Mr. Hood: Because the charter compels us to. If we chose to change it we have to go through a charter review process. Which we have done, that's why we changed our contract and perused yours just in 2017 to be more modernized but that's the procedures that were stuck with and were left with. We have to let the voters decide.

Mr. Luzader: If your concerned about the planning part and the permitting with new Development, the actual Planning and Zoning administrator falls under the Development Director now.

Mr. Hood: Yes.

Mr. Baker: Yes, but it goes hand in hand with the building and zoning so that's what I'm saying. Since that's the case then, can we just separate it?

Mr. Luzader: Building inspections and planning permitting fees or planning and permitting are two separate items.

Mr. Baker: But no I'm, that's more of a question. Because according the City Attorney that apparently the Building cannot be moved over but it says, as of right now I haven't heard anything saying that we couldn't. So I was just asking the questions.

Mr. Hood: Might I suggest Chairmen that we hold this for a few weeks. Inaudible

Mr. Luzader: That's going to be my next suggestion. Is we just hold this two weeks and you can talk and the City Attorney can have a chance to look at this over a little bit closer and maybe give us a little more in depth opinion two weeks from now. Would be my suggestion but its your legislation so I will defer to you. If not I will make a motion that we hold this for two weeks.

Motion to hold legislation for 2 weeks by Councilman Luzader, Second by Councilman Skinner
All voted affirmative by voice vote. Motion Carried

RESULT:	**ITEM HELD**

LEGISLATION FOR THIRD READING

ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. TO BE THE SOLE PROVIDER OF SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE COLLECTION SERVICES FOR WASTE GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES AND DURING SPECIAL EVENTS IN THE CITY OF REYNOLDSBURG, OHIO. --- Luzader. Public Service and Transportation Committee.

Letter from residents attached to minutes in regard to ordinance.

RESULT:	**REFERRED TO COUNCIL [UNANIMOUS]**	**Next: 10/22/2018 7:34 PM**
MOVER:	Brett Luzader, Ward 2 Councilmember	
SECONDER:	Kristin Bryant, At-Large Councilmember	
AYES:	Luzader, Baker, Bryant, Skinner	

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

ORDINANCE REQUEST

DATE: **November 13, 2018**

TO: **Public Service and Transportation Committee**

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

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak

See Attached Documentation

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

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

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

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

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

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

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

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

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

CHAPTER 1721 – RENTAL PROPERTY REGISTRATION

§1721.01 Purpose.

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

§1721.02 Definitions.

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

A. "Appeal" means a written notice to be filed with the City Board of Zoning and Building Appeals challenging a Notice of Violation. Such appeal must be filed within 14 days of the date of the Notice of Violation.

B. "City" means the City of Reynoldsburg.

C. "Designated City Official" means the Director of Development and/or designee of the Director of Development.

D. "Designated agent" means a business entity located in or an individual person eighteen (18) years or older residing in the State of Ohio with an address other than a post office box and named by an owner as a secondary point of contact regarding the use or condition of land and the occupancy and physical condition of structures on a platted lot or parcel of land.

E. "Dwelling" means any building or portion of a building that contains one or more residential dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or that is occupied for residential purposes.

F. "Dwelling unit" means a space within a dwelling that provides complete, independent living facilities for one or more persons, which includes permanent provisions for sleeping, eating, cooking and sanitation. A "dwelling" may consist of one or more "dwelling units."

G. "Lease" means the written or oral agreement that sets forth any and all conditions concerning the use and occupancy of rental units.

H. "Notice of Violation" means a notice issued by the Designated City Official, or the Code Enforcement Officer to the owner of real property or to their designated agent that there has been a violation of a provision of this chapter or any other applicable section of the *Reynoldsburg City Code*, ordinance, rule or regulation concerning the occupancy or condition of a premises that is leased or for lease, vacant or occupied.

I. "Premises" means a real property parcel of land and the structures on that parcel containing at least one (1) residential dwelling unit or one (1) commercial or industrial business space, including lots in manufactured home parks or platted lots or parcels outside a manufactured home park where a mobile home, manufactured home or industrialized unit may be located.

J. "Owner" means any person who, alone or jointly or severally with others, shall have the legal or equitable title to a property, and shall include executors, administrators, trustees or guardians of the estate of the owner, and any purchaser or assignee under a certificate of sale pursuant to a mortgage foreclosure. The term "owner" shall also include partnerships and other unincorporated associations. Any individual owner, regardless of whether he or she shares ownership responsibility with any other person, any general partner of a partnership, and any officer of a corporation or unincorporated association, shall have direct and personal responsibility and liability for compliance with the provisions of this chapter.

K. “Person” means an individual, corporation, limited liability company, limited partnership, business trust, estate, trust partnership or association, two or more persons having a joint interest or any other legal or community entity.

L. “Property manager” means a person other than the owner that has managing control of a rental unit.

M. “Rent” means the offering, holding out or actual leasing of rental property to an occupant other than the owner and generally involves the payment of a rental amount although other forms of consideration may be involved or no consideration at all may be involved.

N. “Rental Dwelling Unit” means any dwelling unit rented or leased by a person or persons other than the owner for residential purposes. Rental dwelling units may also be known as a rental dwelling, rental unit, dwelling unit, or housekeeping unit and may be a mobile home, manufactured home, or industrialized unit.

O. “Tenant” means any person who rents or leases a dwelling unit with the consent of the owner. “Tenant” does not include any person who rents or leases space within a dwelling unit from an owner who occupies or shares the dwelling unit with that person.

P. “Rental Inspector” means a person hired by the Designated City Official, who is qualified to conduct exterior and interior inspections of rental properties within the City.

§1721.03 Registration required.

A. All rental dwelling units within the City of Reynoldsburg owned for rental purposes or occupied by a party other than the owner for a period of more than six months during any single calendar year, shall be registered with the City. No owner of a rental dwelling unit shall lease, rent, or cause said rental unit to be occupied until first registering with the Designated City Official for that specific dwelling unit.

B. Any owner of a rental dwelling unit that is occupied as of the Effective Date of this Chapter shall, within 90 days of the Effective Date, register each occupied rental dwelling unit with the City.

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

§1721.04 Designated agent; Notice and Service of process.

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

B. Any and all notices required under this Chapter shall be served by the Designated City Official upon an owner or agent by personal service or certified mail with a returned receipt as evidence of service.

§1721.05 Exempt rental dwelling units.

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

A. Owner-occupied single-family homes;

B. Owner-occupied multi-family dwellings if the total number of occupants is equal to or less than ten (10) persons;

C. Hotels and motels without continuous occupancy by the same tenant for more than thirty (30) days;

D. Bed and breakfast inns without continuous occupancy by the same tenant for more than thirty (30) days.

E. Any single-family home without continuous occupancy by the same tenant for more than thirty (30) days.

F. Nursing homes or residential care facilities as defined by Ohio Revised Code 3721.01.

§1721.06 Registration application form.

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

(1) Name, address, telephone, and e-mail address, if applicable, of an individual owner, sole proprietor or a corporate officer or business representative of a corporation, trust or other entity capable of holding title; and

(2) Name, address, telephone number, and e-mail address, if applicable, of a company or designated agent of an owner; and

(3) Parcel identification number and date of building construction; and

(4) Address of each rental dwelling unit; and

(5) Number of detached structures on the lot or parcel and number of units per structure; and

(6) Number of parking spaces on the lot or parcel used for dwelling purposes.

B. No post office boxes shall be accepted as a legal address for purposes of this chapter.

C. Registrations shall be retained by the City as a public record.

D. Every person required to register a rental dwelling unit shall complete a new application upon amendment or change of any required information.

E. Upon sale or transfer of the premises, the new owner or any residential dwelling unit submit a new rental registration form within thirty (30) days of sale or transfer.

F. Upon construction of a building that contains one or more rental dwelling units or conversion of existing building space not previously used for residential purposes, an owner shall complete and submit a rental registration form for each residential dwelling unit.

§1721.07 Registration term and renewal.

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

§1721.08 Fees.

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

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

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

B. The fees shall be submitted to the Designated City Official by the date established by the City for each rental dwelling unit and renewed each year. Any original or renewal rental registration submitted more than ten (10 days) after the due date shall be assessed a late fee of an additional twenty-five dollars ($25.00) per unit.

C. A re-inspection fee of twenty-five dollars ($25.00) per unit shall be assessed for any additional inspections needed on a per unit basis if violations are not corrected within the amount of time given by the Designated City Official.

D. Fees assessed and collected in accordance with this Section shall be maintained as a separate line item and will be dedicated solely to reimbursing the costs actually incurred by the City related to the enforcement of this Chapter. Any excess funds not used for the enforcement of this Chapter may revert to the general fund of the City with the authorization of City Council by majority vote.

§1721.09 Inspections.

A. The Designated City Official shall designate at least one (1) Rental Inspector to conduct inspections of rental dwellings units and premises registered under this Chapter in order to enforce existing or future ordinances related to clean, safe and sanitary premise conditions, including the Property Maintenance Code establish by Chapter 1711. The salary of the Rental Inspector(s) shall be paid through the fees collected through the registrations outlined in §1721.08.

B. Inspections shall be conducted on the premises upon presentation of proper credentials. Nothing in this Chapter shall be construed to require an occupant, operator, or owner to consent to a warrantless inspection of an occupied rental dwelling unit unless otherwise permitted by law.

C. The exterior and interior common areas of any building containing more than one residential dwelling unit may be inspected at any time.

D. Interior inspections of residential dwelling units shall be performed as follows:

(1) Upon the completion of the construction of any new building containing one or more residential dwelling units; or

(2) Upon the vacancy of any residential dwelling unit at the expiration of a lease period, by eviction, or by abandonment of the unit by a tenant(s) and before the unit may is

occupied by a new tenant(s) if the residential dwelling unit has not been inspected for more than one (1) year. The owner of a residential dwelling unit shall notify the Designated City Official upon any vacancy subject to inspection under this section; or

(3) If a dwelling has not been inspected for more than two (2) years, the Designated City Official shall send a letter to the occupant(s) advising said occupant(s) of their right to have an inspection with instructions on how to make that request to the Designated City Official; or

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

§1721.10 Maintenance Standards.

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

§1721.11 Responsibility of designated agent.

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

§1721.12 Refused access to the property.

A. Where the Designated City Official or his or her agent is refused access or is otherwise impeded or prevented by the owner, operator, or agent from conducting an inspection in accordance with Section 1721.09, such person shall be in violation of this chapter and subject to the penalties hereunder.

B. In addition to the provisions of division A of this section, the Designated City Official may, upon affidavit, apply to the County Municipal Court in which the premises are located for a search warrant, setting forth the factual basis for probable cause for believing that a nuisance or violation of this chapter exists on the premises. If the Court is satisfied as to the matter permitting access to and inspection of that part of the premises on which the nuisance or violation exists, a warrant for access may be issued by the Court. Nothing in this Chapter shall be construed to require an operator or owner to consent to a warrantless inspection of an occupied rental dwelling unit.

§1721.13 Retaliatory Eviction Prohibited

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

§1721.14 Notice of Violations

A. The Designated City of Official, or his or designee, shall have the power to enforce all provisions of this Chapter.

B. The Designated City Official, or his or her designee, shall have the responsibility to issue to the owner of a rental dwelling unit or designated agent of an owner of a rental dwelling unit a Notice of Violation of any part of this Chapter, the Property Maintenance Code provided in Chapter 1711, or any other applicable section of the City ordinances.

C. The Notice of Violation shall include the applicable code section the owner is alleged to have violated, a brief statement of the factual basis for the alleged violation, and instructions to the owner of the right to appeal under Section 1721.15.

§1721.15 Appeals.

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

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

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

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

§1721.16 Failure to Remediate

A. If, after expiration of the time to file an appeal of a Notice of Violation or upon the affirmance by the Board and exhaustion of further appeals, the owner fails to remediate the violation, the Designated City Official shall have the power to issue a criminal or civil citation to the owner.

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

§1721.17 Disclaimer of liability.

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

§1721.18 Saving clause.

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

§1721.19 Validity.

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

§1721.99 Penalties.

A. Whoever violates or fails to comply with any of the provisions of this Chapter is guilty of an unclassified misdemeanor that shall be punishable by up to one-thousand dollars ($1000.00) in fines. Each separate violation shall constitute a separate offense, and a separate offense shall be deemed committed for each day during or on which a violation or non-compliance occurs or continues.

B. The penalty provisions of this Chapter shall supersede the penalty provisions provided in Section 1711.99 of the Reynoldsburg Code of Ordinances solely as it relates to owners of rental dwelling units subject to this Chapter.

C. The imposition of any penalty shall not preclude the City from instituting any appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful repair or maintenance; to restrain, correct or abate a violation; to prevent the occupancy of a dwelling, building, structure or premises; or to require compliance with the provisions of this chapter of other applicable laws, ordinances, rules or regulations or with the orders or determination of the Designated City Official.

City Council

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

ORDINANCE REQUEST

DATE:	**November 13, 2018**
TO:	**Public Service and Transportation Committee**
RE:	ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Section 154.03 DIRECTOR DUTIES AND RESPONSIBILITIES of Chapter 154 DEPARTMENT OF DEVELOPMENT; Sections 160.02(c) DEPARTMENT OF DEVELOPMENT and 160.02 (g)(2) Building Department of Chapter 160 EMPLOYEE COMPENSATION; Section 1541.03 USE AND STORAGE of Chapter 1541 LIQUEFIED PETROLEUM GAS; Sections 1701.01 DEFINITIONS and 1701.08 ABATEMENT OF A PUBLIC NUISANCE BY THE BOARD OF NUISANCE ABATEMENT of Chapter 1701 GENERAL PROVISIONS; and Section 1711.02 AMENDMENTS, DELETIONS AND MODIFICATIONS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE of Chapter 1171 GENERAL PROVISIONS.

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Stephen Cicak

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

ORDINANCE NO. ___ PASSED: _____

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

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

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

See Exhibit "A" attached hereto and incorporated herein.

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

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

____
Doug Joseph, President of Council

ATTEST: _______________________________________
April L. Beggerow, Clerk of Council

APPROVED: ______________________________DATE________________
Bradley L. McCloud, Mayor

CERTIFICATE

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

____

April L. Beggerow, Clerk of Council

Filed with Mayor: __________

154.03 DIRECTOR DUTIES AND RESPONSIBILITIES.

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

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

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

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

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

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

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

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

160.02 AUTHORIZED POSITIONS, PERSONNEL, CLASSIFICATION AND PAY GRADE.

(c) DEPARTMENT OF DEVELOPMENT

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

(g) SERVICE DEPARTMENT

(1)

Director of Public Service	1	Unclassified	25
Service Director Administrative Assistant	1	Unclassified	13
Secretary	1	Classified	8
Maintenance Foreman	1	Classified	14
Custodian	2	Classified	5
Maintenance Crew Leader	1	Classified	9
~~**(2) Building Division**~~			
~~**Chief Building Official**~~	~~**1**~~	~~**Classified**~~	~~**19**~~
~~**Asst. Chief Building Inspector**~~	~~**1**~~	~~**Classified**~~	~~**17**~~
~~**Building Inspector I**~~	~~**3**~~	~~**Classified**~~	~~**14**~~
~~**Administrative Assistant**~~	~~**1**~~	~~**Classified**~~	~~**11**~~
~~**Code Compliance Officer**~~	~~**2**~~	~~**Classified**~~	~~**6**~~

1541.03 USE AND STORAGE.

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

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

The following local requirements shall be met and conformed to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1701.01 DEFINITIONS.

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

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

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

(2) By reason of being a fire hazard.

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

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

(c) "Director" means the **~~Director of Public Service~~** **<u>Director of Development of the City</u>**.

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

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

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

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

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

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

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

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

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

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

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

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

CHAPTER 1711 GENERAL PROVISIONS

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

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

Chapter 1

101.1 Title.
These regulations shall be known as the Property Maintenance Code of the City of Reynoldsburg hereinafter referred to as "this code."
102.3 Application of other codes.
Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the current Building Code. Nothing in this code shall be construed to cancel, modify or set aside any provision of the current Planning & Zoning Code.

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTIONCODE OFFICIAL

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

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

OFFICE OF THE MAYOR

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

MEMORANDUM

DATE: October 5, 2018

TO: April Beggerow, Clerk of Council

CC: City Council

RE: Legislative request

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

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

City of Canal Winchester: ARTICLE VI

6.03 Department of Development.

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

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

6.05 Department of Public Service.

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

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

City of Springfield: Chapter 129

129.01 Department of Community Development

DEPARTMENT ESTABLISHED.

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

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

129.04 CODE ENFORCEMENT DIVISION.

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

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

141.01 DEPARTMENT ESTABLISHED.

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

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

141.02 PUBLIC WORKS

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

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

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

City of Ashland, Ohio

133.02 DIVISIONS.

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

(a) Street Division.

(b) Sewage and Sewers Division.

(c) Engineering Division.

(d) Sanitation Division.

(e) Water Division.

(f) Park and Recreation Division.

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

148.01 ESTABLISHED; AUTHORITY.

The City of Ashland Building Department is hereby established.

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

Mansfield, Ohio

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

137.01 MERGER OF OFFICES.

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

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

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

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

City of Wooster

CHAPTER 123 Department of Administration

123.04 COMMUNITY SERVICE AND DEVELOPMENT DEPARTMENT.

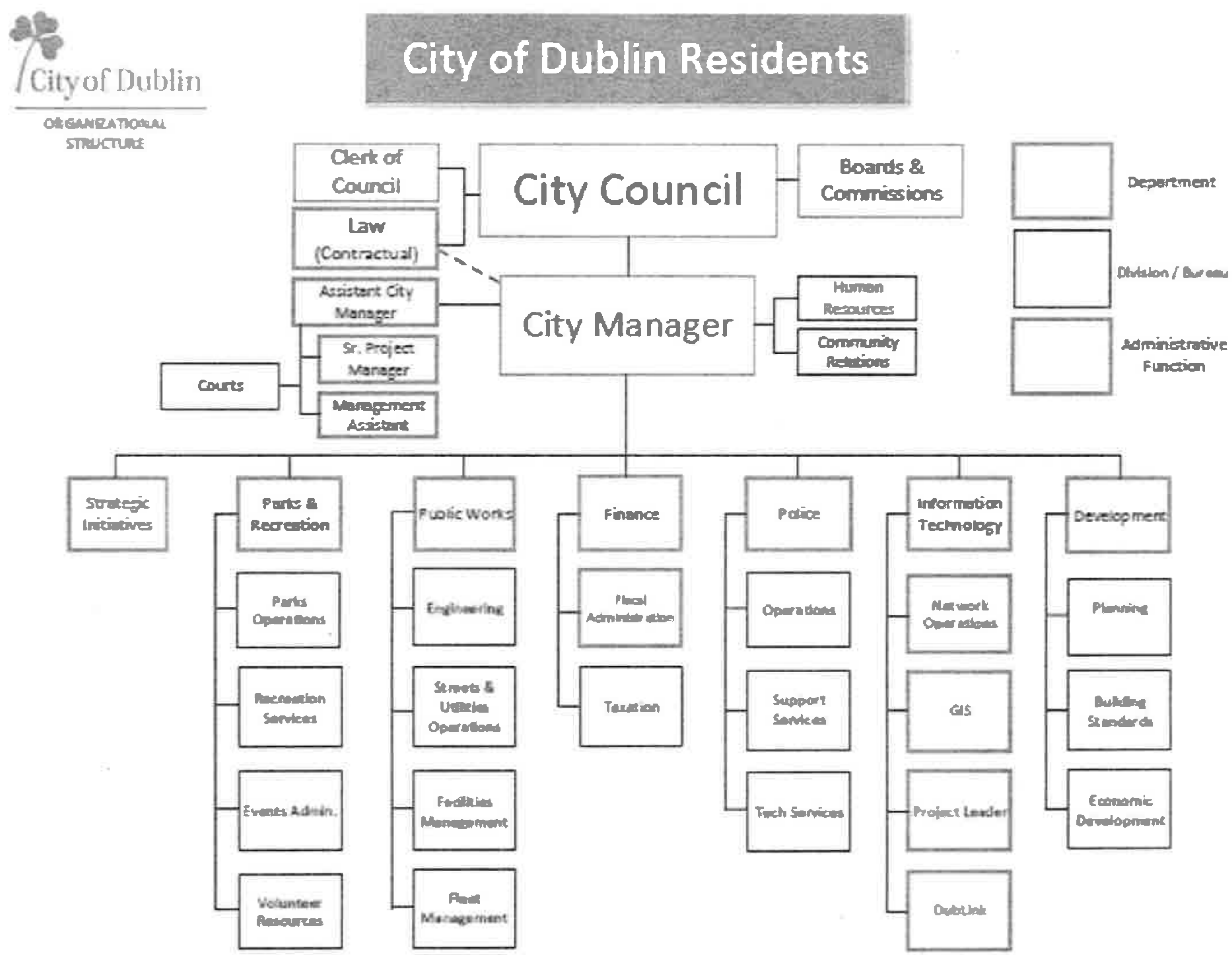
There shall be a Community Service and Development Department with the following divisions: Building Standards, Recreation and Community Center, Planning and Zoning, and Economic Development. The Mayor may designate a Community Services and Development Director, or designate a division manager within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

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

123.06 PUBLIC WORKS DEPARTMENT.

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

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



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

Water and Wastewater Department
Paul Hellman
614-322-4500 Phone

ORDINANCE REQUEST

DATE:	**November 13, 2018**
TO:	**Public Service and Transportation Committee**
RE:	**ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Subsection (a) of Section 953.01 "Water Rate Schedule" OF CHAPTER 953 WATER CHARGES.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak

I am requesting an ordnance authorizing to increase 2018 water rate from $7.81 per 1,000 gallons to $8.12per 1,000 gallons. It is a 4 percent increase from 2018.

953.01 Water Rate Schedule

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

WATER USAGE

WATER
COLUMBUS RATE

	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
	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 COMPOSITE	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	-127	727	0	82	65	116	485	2 243	31	152	0	0	377	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOUNTS	-44	249	0	28	22	40	166	768	11	52	0	0	129	61	63	153	0	0	0	0	0
COMPOSITE WATER USAGE	1,079 048 344	1,143 641 884	1,101 025 332	1,177,256,256	1,272,466 932	1 250 205 704	1 226 491 860	1,178 168 816	1 179 615 448	1,260,340,356	1,270 911 092	1,272,627 004	1 199 875 776	1 185,138 815	1,119 929 506	1 106,330 118	1,050,353,546	1,112,138 940	1 152 826 950	1 152,826 950	1 152,826 950
90% OF USAGE IS BILLABLE																					
Gallons per day per pop	92 19	95 54	91 98	98 10	105 83	103 61	100 17	90 20	90 23	96 00	96 80	96 93	90 44	88 89	83 58	81 57	77 44	82 00	85 00	85 00	85 00
Percentage Usage received	89%	88%	85%	82%	80%	78%	75%	79%	76%	69%	69%	69%	70%	72%	71%	77%	77%	75%	77%	77%	77%

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	159,950	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	721,546
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 18	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

	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
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
804 927 00 Phase I Huber
Phase II Huber
Hydraulic Water Model
3 696 00 Summit
808 623 00

2013
98 099 53 Huber Water Line
1,663 24 Summit Rd
0.00 Misc bal in CIP fee collected
99,762.77

2014
18 081 00 Misc Water projects
10 442 00 Brice Rd
319 936 00 Huber Water Line
1 000 00 E Broad St Tank
4 377 00 Furth Dr Waterline
373 957 46 carryover
727,793.46

2015
25 572 00 Misc Water projects
212 268 00 Huber Water Line
216 449 00 E Broad Water Tank
438 467 00 Furth
892,756.00

2016
908 00 Brice Road
25 170 00 Taylor Rd
10 477 00 E Broad Water
67 341 00 Furth
7 205 00 2015 Street
280 177 00 Briarcliff
1 621 00 2017 Main St
392,899.00

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

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

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

2020
887 677 2020 CIP
-169 408 debt payment Main St

2021
887 677 2021 CIP
-166 131 debt payment Main St

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

MEMORANDUM

DATE: **October 22, 2018**

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

RE: **2019 Water and Sewer Rates**

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

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

INCREASE

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

Increase

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

Proposed Rates - 2019

- Water: **2.0%**
- Sewer: **3.0%**
- Storm: **1.0%**

Overall % Increase To Residential Bill:
2.49%

➢ **Average Estimated Quarterly Residential Bill $ Increase: $6.89**

➢ **Average Estimated Annual Residential Bill $ Increase: $27.56**

➢ **Low income and senior discounts continue.**

THE CITY OF
COLUMBUS
ANDREW J. GINTHER, MAYOR

DEPARTMENT OF
PUBLIC UTILITIES

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

ORDINANCE REQUEST

DATE:	**November 13, 2018**
TO:	**Public Service and Transportation Committee**
RE:	ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF REYNOLDSBURG, OHIO: Amending Subsection (c) of Section 945.02 "Rate Schedule" OF CHAPTER 945 SEWER CHARGES.

Approval:

Completed Brad McCloud	Completed Jed Hood	Stephen Cicak

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

945.02 Sewer Rate Schedule

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

PAUL HELLMAN
Water/Wastewater Superintendent
CITY OF REYNOLDSBURG
7232 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
(614) 322-4500 voice Ext 4503
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INCREASE

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

Increase

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

SEWER
COLUMBUS RATE

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018 est	2019 est	2020 est	2021 est
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Est.	Est.	Est.	Est.	Est.
POPULATION (LOW GROWTH)	33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOU	40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0
LOW GROWTH WATER USAGE	898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	786,634,860	786,634,860	786,634,860	786,634,860	786,634,860
POPULATION (HIGH GROWTH)	33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOU	40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0
HIGH GROWTH WATER USAGE	898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	786,634,860	786,634,860	786,634,860	786,634,860	786,634,860
POPULATION (COMPOSITE)	33,059	33,544	35,787	35,818	35,970	35,970	36,293	36,347	36,526	36,711	37,158	37,158	37,158	37,158	37,158	37,158
POPULATION INCREASE	116	485	2,243	31	152	0	323	54	179	185	447	0	0	0	0	0
NEW NET RESIDENTIAL ACCOU	40	166	768	11	52	0	111	18	61	63	153	0	0	0	0	0
COMPOSITE WATER USAGE	898,992,776	881,998,216	867,687,480	842,747,664	840,131,160	712,074,308	802,359,404	765,714,136	769,183,360	708,310,372	748,129,404	786,634,860	786,634,860	786,634,860	786,634,860	786,634,860

Gallons (1,000)	Gallons (1,000)	881,998	867,687	842,748	840,131	712,074	802,359	765,714	769,183	708,310	748,129	786,635	786,635	786,635	786,635	786,635
Rate	Rate	4.93	5.43	5.75	5.87	6.23	6.51	6.78	6.92	7.26	7.37	7.67	7.97	8.29	8.62	8.97
Revenue	Revenue	4,351,338	4,708,810	4,847,873	4,929,478	4,439,235	5,227,187	5,191,542	5,253,805	5,143,311	5,513,939	6,029,645	6,270,831	6,521,664	6,782,530	7,053,832
Clean River Chg	Clean River Chg	273,752	301,127	319,195	325,579	345,114	552,071	656,458	659,820	679,615	0	0	0	0	0	0
Charged ERU's	Charged ERU's	16,412	16,412	16,412	16,412	16,412	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571	29,571
Sewer Only	Sewer Only	4,077,586	4,407,682	4,528,678	4,603,899	4,094,121	4,675,116	4,535,084	4,593,985	4,463,696	5,513,939	6,029,645	6,270,831	6,521,664	6,782,530	7,053,832
Sewer Rate	Sewer Rate	4.62	5.08	5.37	5.48	5.75	5.83	5.92	5.97	6.30	7.37	7.67	7.97	8.29	8.62	8.97
Savings 3 people	Savings 3 peopl	33.99	38.00	41.47	42.43	53.07	75.34	93.88	103.26	105.06	0.00	0.00	0.00	0.00	0.00	0.00
1 ERU	1 ERU	16.68	18.35	19.45	19.84	21.03	21.66	21.88	22.31	22.98	0.00	0.00	0.00	0.00	0.00	0.00
Net Savings	Net Savings	17.31	19.65	22.02	22.60	32.04	53.68	72.00	80.95	82.08	0.00	0.00	0.00	0.00	0.00	0.00

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Percentage Usage received	97%	98%	100%	101%	99%	112%	102%	104%	99%	103%	103%

Sewer Fund

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

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Columbus Rate	3.86	4.13	4.54	4.82	4.91	5.21	5.36	5.42	5.53	5.69	5.88	6.06	6.18	6.36	6.55	6.75
	16.68%	7.00%	10.00%	6.00%	2.00%	6.00%	3.00%	1.00%	2.00%	3.00%	3.29%	3.00%	2.00%	3.00%	3.00%	3.00%
Clean River Charge	0.34	1.39	1.53	1.62	1.65	1.75	1.80	1.82	1.86	1.92						
		309%	10.00%	6.00%	2.00%	6.00%	3.00%	1.00%	2.00%	3.00%						
Reynoldsburg Rate	4.49	4.93	5.43	5.75	5.87	6.23	6.51	6.78	6.92	7.26	7.37	7.67	7.97	8.29	8.62	8.97
	15.00%	10.00%	10.00%	6.00%	2.00%	6.25%	4.50%	4.07%	2.00%	5.00%	1.50%	4.00%	4.00%	4.00%	4.00%	4.00%

2008	
Target wall	150,000
Dreier	82,000
	332,000

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

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

2009		
Rosehill Rd	51488	opwc grant
blacklick	148126	
	199614	
2010		
computer		
	86012	
Ohio EPA	304091	942960-3 yr
	390103	
2011		
Ohio EPA	254132	
Misc Sewer	7306	
	261438	

Summit Rd	652		35,267
	336,467		
2014		**2015**	
C/O Sewer Reh:	13,684	Sewer Cleaning	
Brookside	39,969	CIP Fee Rec'd	
Sewer Clng	0	brookside	232,890.00
CIP Fee Rec'd	0	sewer rehab	346,861.00
c/o to next yr			579,751.00
	53,653		
2016		**2017**	
Sewer Cleaning	50,000.00		
CIP Fee Rec'd	381,543.99		
2015 carryover	219,504.00	Rocky Den	218,209.00
	651,047.99		218,209.00
2018		**2019**	
Sewer Cleaning	50,000.00	Sewer Cleaning	50,000.00
CIP Fee Rec'd	393,317.43	CIP Fee Rec'd	393,317.43
carryover 2017	594,419.00		
pole barn	60,000.00		
	1,097,736.43		443,317.43
2020		**2021**	
Sewer Cleaning	50,000.00	Sewer Cleaning	50,000.00
CIP Fee Rec'd	393,317.43	CIP Fee Rec'd	393,317.43
	443,317.43		443,317.43

Proposed Rates - 2019

- Water: **2.0%**
- Sewer: **3.0%**
- Storm: **1.0%**

Overall % Increase To Residential Bill:
2.49%

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

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

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

ORDINANCE REQUEST

DATE:	**November 13, 2018**
TO:	**Public Service and Transportation Committee**
RE:	**A resolution Authorizing the Mayor to apply for WSRLA Water Supply and Revolving Loan Account & (possible Loan Forgiveness) and Accept and enter into an agreement on the behalf of the City of Reynoldsburg for planning of a Asset Management Plan, also to allow the City Attorney and Auditor to excute any documents to apply for and accept WSRLA loan.**

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

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

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

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

Water and Wastewater Department

Paul Hellman
614-322-4500 Phone

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

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

Statement of necessity:

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

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

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

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

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

Engineers, Surveyors, Planners, Scientists

February 20, 2018

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

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

Dear Mr. Sampson,

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

SCOPE OF SERVICES

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

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

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

FEE

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

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

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Ryan Andrews

Ryan M. Andrews, PE
Senior Project Manager

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

Ohio Environmental Protection Agency

WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) NOMINATION FORM

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

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

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

I. SYSTEM INFORMATION		**Date prepared: 5/8/18**
Water System Name: City of Reynoldsburg, Ohio		DUNS#
Project Name: Water System Asset Management Plan		
PWS ID#: 2503203	Population Served: 37,000	County: Franklin / Licking
Water System Owner: City of Reynoldsburg, Ohio		
Applicant (if other than owner): N/A		
Entity Responsible for Loan Repayment (if other than owner): City of Reynoldsburg, Ohio		

II. PROJECT INFORMATION

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

Street: 7232 East Main Street (City Hall)	
Street: N/A – City Wide Program	
Village/Town: Reynoldsburg, Ohio	Zip code + 4: 43068

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

II. PROJECT INFORMATION - Continued

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

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

III. CONTACT INFORMATION

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

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

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

IV. GENERAL AND DETAILED ENGINEERING PLAN APPROVAL INFORMATION

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

V. PROPOSED PROJECT SCHEDULE

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

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

Are you nominating another drinking water project(s) concurrently with this project? ☐ Y ☒ N

If **Y**, do you plan to complete construction of any other(s) concurrently with this project? ☐ Y ☐ N

If **Y**, identify the concurrent project(s):

VI. FUNDING INFORMATION

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

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

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

VII. WATER AND SEWER RATE INFORMATION

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

VIII. REQUIRED ATTACHMENTS

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

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

IX. SIGNATORY AUTHORITY

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

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

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

WATER SUPPLY REVOLVING LOAN ACCOUNT LOAN AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

ARTICLE I - DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III - PAYMENTS BY THE BORROWER

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

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

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

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

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

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

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

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

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

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

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

Section 4.1. The Borrower hereby represents and warrants that:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V - PRIVATE BUSINESS USE RESTRICTIONS

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

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

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

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

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

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

ARTICLE VI - MISCELLANEOUS PROVISIONS

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

(a) In the case of the OWDA, is addressed to or delivered personally to the OWDA at:

Ohio Water Development Authority
Suite 1300
480 South High Street
Columbus, Ohio 43215
Attn: Executive Director

and,

(b) In the case of the Director, is addressed to or delivered personally to the Director at:

Ohio Environmental Protection Agency
Lazarus Government Center
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: Chief, Division of Drinking and Ground Waters

and,

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

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

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

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

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

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

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

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

APPROVED AS TO FORM

By ______________________________

Ohio EPA Counsel

Print Name ______________________________

OHIO ENVIRONMENTAL PROTECTION AGENCY

By ______________________________

Craig W. Butler, Director

Date ______________________________

APPROVED AS TO FORM

By ______________________________

General Counsel

Print Name ______________________________

OHIO WATER DEVELOPMENT AUTHORITY

By ______________________________

Scott Campbell, Executive Director

Date ______________________________

APPROVED AS TO FORM

By ______________________________

Borrower’s Counsel

Print Name ______________________________

BORROWER

By ______________________________

Authorized Representative

Print Name ______________________________

Title ______________________________

Date ______________________________

Ohio Environmental Protection Agency

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

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

1.0 Program Funding Selection

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

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

2.0 Borrower's Information

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

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

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

3.0 Project Name and Description

Project Name: ____________________

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

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

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

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

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

4.0 Funding Type and Proposed Loan Terms

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

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

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

Wastewater Discounts:

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

Water Discounts:

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

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

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

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

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

☐ **Construction Loan**
(Previous incurred project costs for Planning & Design may be included in the construction loan.)
Minimum 5-year term. Maximum 30-year term.
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 13, 2018

TO: Public Service and Transportation Committee

RE: ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE YMCA OF CENTRAL OHIO FOR OPERATION AND MAINTENANCE SERVICES FOR THE REYNOLDSBURG COMMUNITY CENTER.

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

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

Lease
LANDLORD:
City of Reynoldsburg, Ohio
TENANT:
The Young Men's Christian Association of Central Ohio
PREMISES:
7215 E. Main Street
Reynoldsburg, Ohio
DATE:
June 13, 2018

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LEASE AGREEMENT

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

BACKGROUND INFORMATION

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

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

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

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

ARTICLE I
LEASE OF PREMISES

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

SECTION 1.02 **Reservation:** Notwithstanding the grant and demise set forth in Section 1.01 above, Landlord reserves for itself and its invitees the right and non-exclusive easement (a) upon, over, under, across and through the Leased Land, in locations approved by Landlord and Tenant, for the purpose of installing utility lines and facilities serving any addition to the Community Center, and to use, operate, maintain, repair and replace the same for such purposes and (b) the right to connect said addition to the Community Center at the agreed upon locations in accordance with design plans and specifications approved by Landlord and Tenant. Notwithstanding anything contained herein to the contrary, Landlord agrees that such rights and easements reserved by Landlord pursuant to this Section 1.02 shall be used in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operation of the business of Tenant.

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

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

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

(a.) **Capital Contribution/Building and Venue Naming Rights** is a sponsorship in which, in recognition of a substantial capital gift to the Landlord, commensurate with 10% or more of original building/venue construction costs, a donor can be recognized for their gift with a naming opportunity associated with the building/venue. It agreed to by both parties that the Landlord shall have the right to seek and retain 100% of the value of any naming right for the Community Center as a whole, but that the Tenant shall be consulted in advance of any arrangement being struck. It is also agreed that both parties must agree that the naming shall not undermine any pre-existing agreements that the Tenant has in place with other entities that would otherwise create a business risk for the Tenant. With respect to naming rights for specific venues that make up the Premises, the Tenant shall have the right to obtain naming right sponsorships for those venues with the expectation that 50% of the value of those sponsorships shall supplied to the Landlord to offset Landlord debt on the facility. The Tenant shall be responsible for consulting with the Landlord on any venue sponsorship before any deal is struck.

(b.) **Annual Sustaining Contribution/Annual Donor Recognition** is a form of sponsorship in which, in recognition of a gift of annual financial support to the Tenant, an individual or business may be recognized annually by the Tenant in a manner consistent with Tenant practices in other existing facilities, which may or may not include individual donor banners, placards or digital signs professionally designed and produced in accordance with the Y brand and charitable giving guidelines. Both Landlord and Tenant are agreed that this a part of the Tenant's business model and charitable mission.

(c.) **Corporate Strategic Partner/In-Branch Recognition** is a sponsorship in which, in recognition of a substantial multi-year investment in the mission of the YMCA, a small number of major corporate partners are recognized for their support and mission alignment inside all of the facilities owned and/or managed by the Tenant for the length of the multi-year commitment. The Tenant has the right to pursue these arrangements as important components of the Tenant business model and to design recognition programs that do not contradict Section 1.04(a) above.

(d.) **Program, Event or Team Sponsor/Short-term Recognition** is a form of sponsorship in which, in exchange for financial or in-kind support of a Tenant program, event or team, a sponsor is provided visibility for their business logo for a limited period of time dependent upon the length of the program or event. Both the Landlord and the Tenant agree that this is an important aspect of the Tenant's business model and that the Tenant is free to pursue and recognize this type of sponsorship within the facility in a manner that is consistent with practices at similar Tenant owned and/or operated facilities.

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

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

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

ARTICLE II
TERM

SECTION 2.01 Term: The term of this Lease shall be for a period commencing on Tenant's Date of Possession (hereinafter also known as the "Commencement Date"), as hereinafter defined, and ending on the twentieth (20th) anniversary of the last day of the month in which the Commencement Date occurs, unless sooner terminated or extended as hereinafter provided (i.e., if the Commencement Date occurs on October 17, 2019, the term of this Lease shall expire on October 31, 2039). For purposes hereof, the term "Tenant's Date of Possession" shall mean the date upon which (A) Landlord's Work (as hereinafter defined) has been substantially completed, as more fully set forth in Article VI hereof, and possession of the Premises has been tendered to Tenant by Landlord, and (B) a certificate of occupancy (temporary or final) has been issued by applicable governmental authorities pursuant to which Tenant is legally permitted to occupy the Premises without material impediment arising from incomplete or defective construction of Landlord's Work. To the extent that a final or unconditional certificate of occupancy has not been obtained on the Commencement Date, Landlord shall promptly after the Commencement Date complete all requirements therefor and apply for and obtain the same; upon receipt thereof, Landlord shall provide a copy to Tenant.

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

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

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

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

ARTICLE III
RENT

SECTION 3.01 Base Rent:

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

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

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

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

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

ARTICLE IV
TAXES AND UTILITIES

SECTION 4.01 Taxes:

(a) Notwithstanding the following, Landlord and Tenant acknowledge that it is their intent and expectation that the Premises and Common Areas shall be exempt from the payment of Taxes and that each shall, at their own respective cost and expense, take such actions as shall be required in an attempt to maintain such tax-exempt status for the Premises. However, Landlord makes no certification or representation as to the tax exempt status of the Premises upon which the Tenant can or should rely and, in the absence of tax exempt status, Tenant shall make the payments provided for in this Section 4.01.

(b) In addition to the Base Rent set forth in Section 3.01, above, Tenant shall pay, as they become due and payable and before they become delinquent, all Taxes which become due and payable after the Commencement Date throughout the Term of this Lease. For the purposes hereof, the term “Taxes” shall mean (1) any and all taxes and assessments now or thereafter levied upon the Premises and (2) Tenant’s Proportionate Share of any and all taxes and assessments now or hereafter levied upon the Common Area Land and Common Area improvements. For purposes of this Lease, taxes include, without limitation, real estate taxes, personal property taxes, sewer rents, water rents, assessments (special or otherwise), transit taxes, any tax or excise on rentals or any other tax (however described) on account of rental received for use and occupancy of all or any part of the Premises, whether such taxes are imposed by United States, the State of Ohio, the county in which the Premises is located or any local governmental municipality, authority or agency, or any other political subdivision of any of the foregoing.

(c) For the purpose of determining Taxes for any given Lease Year, the amount to be paid for such Lease Year shall be (1) with respect to assessments, the amount of the installments (and any interests) due and payable during such Lease Year, and (2) with respect to all other Taxes, the amount due and payable during such Lease Year without regard to the period for which any such Taxes are payable. Taxes shall not include any income, capital, stock, succession, transfer, gift, estate or inheritance tax.

(d) Landlord shall without delay, transmit to Tenant all notices and statements received by the Landlord of Taxes payable with respect to the Premises. In the event that Taxes with respect to the Premises are separately assessed from all other property, Tenant shall pay such Taxes to the taxing authority on or before the date when due. In the event that Taxes with respect to the Premises are not separately assessed, Landlord shall pay the same on or before the date when due and Tenant shall reimburse Landlord an amount (“Tenant’s Proportionate Share”) equal to: (i) the product of the total portion of the tax bill relating to improvements in the Larger Tax Parcel (herein so called), multiplied by a fraction, the numerator of which is the actual number of square feet of floor area in the Community Center and the denominator of which is the total number of square feet of floor area in all improvements (including Tenant’s improvements) located on the Larger Tax Parcel at the time of the assessment; plus (ii) the product of the total portion of the tax bill relating to the land area in the Larger Tax Parcel, multiplied by a fraction, the numerator of which is the actual number of square feet of land area in the Community Center Land and the denominator of which is the total number of square feet of land area in the Larger Tax Parcel (including the Community Center Land) at the time of the assessment. Promptly following receipt of a copy of any tax bill relating to the Premises, Landlord shall deliver to Tenant a copy thereof, together with Landlord’s computation of the amount thereof owed by Tenant; within thirty (30) days after receipt of such tax bill, Tenant shall pay to Landlord tenant's Proportionate Share thereof. Promptly following payment of any tax bill relating to the Premises, Landlord shall deliver a copy of the paid receipt. In no event shall tenant be liable for any penalties or interest owing on such tax bill if Landlord fails to timely pay the same or fails to deliver the tax bill and computation to Tenant on or before the thirtieth (30th) day prior to the date upon which such penalties and/or interest begin to accrue.

(e) In addition to payment or reimbursement of Taxes with respect to the Premises, Tenant shall reimburse Landlord for Tenant's Proportionate Share of Taxes attributable to the Common Area Land and the Common Area Improvements ("Common Area Taxes"). Promptly following receipt of any Common Area Tax bill, Landlord shall deliver to Tenant a copy thereof, together with a computation of the amount thereof owed by Tenant; within thirty (30) days after receipt of such Common area Tax bill, Tenant shall pay to Landlord Tenant's Proportionate Share thereof. On or before the date when due, Landlord shall pay any such Common Area Tax bill; promptly following payment of any Common Area Tax bill, Landlord shall deliver to Tenant a copy of the paid receipt. In no event shall Tenant be liable for any penalties or interest owing on such a tax bill if Landlord fails to timely pay the same or fails to deliver the tax bill and computation to Tenant on or before the thirtieth (30th) day prior to the date upon which such penalties and/or interest begin to accrue.

(f) Tenant shall have the right to contest or review by legal or other proceedings, or in such other manner as Tenant may deem suitable, any assessed valuation, real estate tax or assessments; provided, that, unless Tenant shall have paid such tax or assessment under protest, Tenant shall furnish to Landlord a surety bond or other security satisfactory to Landlord securing the payment of such contested item or items and all interest, penalty and cost in connection therewith upon the final determination of such contest or review. Landlord shall, if so requested by Tenant, join in any proceedings for contest or review of such Taxes, but the entire cost of such proceedings (including any cost, expense or attorney fees sustained by Landlord in connection therewith, if said attorney shall have been previously approved by Tenant), shall be borne by Tenant. Any amount already paid by Tenant and subsequently recovered as a result of such contest or review shall be for the account of Tenant.

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

ARTICLE V
SECURITY DEPOSIT

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

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

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

(a) Landlord at its sole cost and expense (except as otherwise set forth herein), shall construct, or cause to be constructed, with reasonable diligence, (i) the Community Center, Outdoor Venues and other improvements to the Premises, including but not limited to, utilities, parking fields, drive aisles, access roads, landscaping, exterior lighting, trash enclosures, signage and other exhibit features which are generally depicted on the site plan reflected on **Exhibit "E,"** attached hereto and made a part hereof, and more specifically detailed in the Approved Plan and referred to below (collectively, "Landlord's Work"). Landlord's Work shall be completed in compliance with the GMP plans and specifications of CT Consultants in consultation with Moody-Nolan Architects (the "Architects") and Gilbane Building Company (the "Builder") dated March 26, 2018, entitled City of Reynoldsburg, Reynoldsburg Community Center, Bid Number Gilbane Project # J07883.000, which GMP plans and specifications have been agreed upon and approved by Landlord and Tenant (the "Approved Plans"). The parties acknowledge that the Approved Plans provide for the construction of at least 230 parking spaces on the Common Area Land.

(b) Landlord and Tenant acknowledge and agree that the Community Center Building has been designed, and shall be constructed, as a YMCA community center, with approximately 57,000 square feet of floor space, including (i) approximately 8,500 square feet of floor space for a fitness center, (ii) approximately 8,000 square feet of floor space for a gymnasium, (iii) approximately 1,000 square feet of floor space for multi-purpose uses, (iv) approximately 4,000 square feet of floor space for group exercise classes, (v) an indoor swimming pool with at least four lap lanes, recreational and teaching space, (vi) approximately 2,200 square feet for men's, women's and universal locker facilities, and (vii) additional offices and related amenities (the foregoing shall be generally referred herein as the "design Characteristics" of the Premises). The parties further acknowledge and agree that the Approved Plans comport with the design and construction standards of a YMCA fitness/community center and the foregoing Design Characteristics.

(c) Landlord shall, promptly after the full execution of this Lease, commence to perform Landlord's Work strictly in accordance with the Approved Plans, and shall thereafter diligently prosecute to completion such construction. Construction shall be performed by construction managers and/or general contractors reasonably acceptable to Tenant.

(d) Without the prior written acknowledgement of the Tenant (which consent shall not be unreasonably withheld, conditioned or delayed), Landlord shall not authorize any change order to the Approved Plans which (i) alters the design Characteristics in any material way or (ii) results in a material reduction in the quality and/or functional utility of the Premises.

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

(f) Landlord and Tenant shall each appoint a designated representative to coordinate with each other the approval and construction process. Landlord's initial representative shall be City Services Director, William Sampson, or his designee, and Tenant's initial representative shall be YMCA Vice President of Facilities, Rich Zingale, or his designee. Tenant's representative shall have the right to attend weekly construction meetings with the construction manager and/or contractors and shall have the right, without prior notice (but subject to reasonable safety regulations), to enter the Premises for the purpose of inspecting the quality and progress of Landlord's Work. Tenant agrees that it shall not materially interfere with the progress of Landlord's Work by such entry. No such entry by Tenant shall be deemed an acceptance of the Premises. Tenant may make limited use of such facilities as are available during the course of pre-possession inspections.

(g) Landlord's Work shall be substantially completed when all of the Landlord's Work has been completed in all respects except for Punchlist Items. "Punchlist Items" means a minor finishing detail that would not delay the scheduled or anticipated commencement, performance or completion of Tenant's Work or otherwise affect Tenant's ability to open and operate its business on the Premises.

(h) Tenant's occupancy of the Premises shall not constitute acceptance thereof, but within fifteen (15) days of occupancy of the Premises by Tenant, Landlord and Tenant shall conduct a walk-through inspection of the Premises and based thereon, Tenant shall provide Landlord with a list of Punchlist Items still to be completed by Landlord (hereinafter referred to as the "Punchlist"). The Punchlist may be subsequently amended by Tenant to include items for correction which were not readily discernible upon walkthrough. Landlord shall promptly commence to complete or correct Punchlist items and shall use commercially reasonable efforts to complete the same within thirty (30) days after submission to Landlord of the Punchlist.

(i) Upon substantial completion of Landlord's Work, tenant shall provide fitness and office equipment for the operation of the Premises and shall complete any additional leasehold improvements of the Premises desired by Tenant which have been reasonably approved by Landlord ("Tenant's Work"). The equipment provided by Tenant shall be comparable in quality and amount to the equipment used by Tenant in the operation of other YMCA facilities. Tenant shall cause all of Tenant's work to be done in accordance with the provisions in Section 6.02 hereof, approved plans and specifications therefore and applicable law.

SECTION 6.02 _ Alterations by Tenant:

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

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

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

SECTION 6.03 Alterations by Landlord:
Landlord shall neither make nor permit any other occupant of the Building to make any alteration thereto which would materially interfere with Tenant's use and operation of the Community Center, without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VII
USE OF PREMISES

SECTION 7.01 USE
(a) The Premises shall be occupied and used by Tenant for the operation of a YMCA community center and such other functions and activities as may be conducted from time to time by Tenant at other YMCA facilities. Except as otherwise set forth in this Lease, Tenant shall have the full right to operate

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

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

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

SECTION 7.02 Legal Requirements:

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

SECTION 7.03 Special Membership Rates:

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

SECTION 7.04 Tax-exempt Bond Requirements:
In conducting its business hereunder, Tenant shall not take, or permit to be taken, any action which would jeopardize the tax-exempt status of any bonds issued by Landlord to finance construction and/or acquisition of the Premises.

SECTION 7.05 Exclusive Use:
Landlord agrees that, during the full Term of this Lease, Tenant shall have the exclusive right within the Premises to operate for the purposes permitted by the provisions of Section 7.01 hereof; the Landlord shall not conduct activities on the Premises with members of the general public in competition with activities conducted by the Tenant.

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

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

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

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

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

ARTICLE VIII
INSURANCE, INDEMNITY AND LIABILITY

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

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

SECTION 8.02 **Other Tenant Insurance Coverage:**

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

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

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

(c) Tenant shall not permit to be done any act which will invalidate or be in conflict with the insurance policies covering the Premises or any other insurance referred to in this Lease. Tenant will promptly comply with all rules and regulations to such policies.

SECTION 8.03 Landlord Insurance:

(a) Commencing as of the Commencement Date, and thereafter throughout the Term, the Landlord shall, at Landlord's sole cost and expense, provide and maintain or cause to be provided and maintained a flood insurance policy insuring the Building, naming Landlord as insured (and naming Tenant as an additional insured as their interests appear). The foregoing coverage shall be provided in amounts and in language consistent with the National Flood Insurance Program.

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

(c) Landlord shall not permit to be done any act which will invalidate or be in conflict with the insurance referred to in this Lease. Tenant will promptly comply with all the rules and regulations relating to such policies.

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

(a) Except as otherwise expressly set forth herein, the responsibility for the payment of insurance premiums ("Landlord's Insurance Premiums") for the insurance coverage described in the section 8.03 shall be upon Landlord. Commencing with the Commencement Date, Tenant shall reimburse Landlord, within sixty (60) days after Tenant's receipt of Landlord's statement therefore, for Tenant's Proportionate Share of Landlord's Insurance Premiums. Said statement shall be accompanied by the insurance premium invoice from the insurance carrier and Landlord's computation of Tenant's Proportionate Share of the premiums payable with respect to said insurance coverage (provided that Tenant shall not be required to remit such payment more than thirty (60) days prior to the due date of such invoice).

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

SECTION 8.05 Covenants to Hold Harmless:

(a) Landlord and Tenant each hereby release the other, its officers, directors, employees, and agents from any and all liability or responsibility for any loss or damage to property which is required by the terms of this Lease to be covered by valid and collectible insurance, even if the cause of such loss shall have been the fault or negligence of the other party, or anyone for whom such party may be responsible.

(b) Tenant hereby indemnifies and agrees to save harmless Landlord, its elected officials and employees from and against all claims that arise from or in connection with the possession, use, occupation, management, repairs, maintenance, or control of the Premises, or any portion thereof. Tenant shall, at its own cost and expense, defend any and all actions which may be brought against Landlord and its elected officials and employees and any mortgagee, with respect to the foregoing. Tenant shall pay, satisfy, and discharge any and all judgments, orders and decrees which may be recovered against Landlord, any mortgagee, or master lessor in connection with the foregoing.

(c) Tenant agrees to name Landlord in all participant waiver of liability language commonly in use as a component of Tenant's business operation including membership applications as well as guest pass, day pass, and program/event enrollment forms.

SECTION 8.07 Liability of Landlord to Tenant:

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

ARTICLE IX
ENVIRONMENTAL COVENANTS, REPRESENTATIONS AND WARRANTIES

SECTION 9.01 Tenant's Compliance with Environmental Laws:

Tenant shall comply with all laws, regulations, ordinances and other governmental standards applicable to Tenant's use of the Premises with respect to hazardous waste, hazardous substances and any and all other environmental matters. Furthermore, Tenant shall procure and maintain all licenses and permits required by such applicable laws, ordinances or regulations. Tenant covenants and agrees that it shall not release, emit, or discharge at or from the Premises any hazardous or toxic substances consisting of any hazardous or toxic chemical, waste, byproduct, pollutants, contamination, compound, product or substance, including, without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction thereof), and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which, is prohibited, controlled or regulated by federal, state, regional, county, local governmental, public or private statute, law, regulation ordinance, order, consent decree, judgment, permit, license, code, covenant, deed restrictions, common law, treaty, convention or other requirement, pertaining to protection of the environmental, health or safety of persons, natural resources, conservation, wildlife, waste management, any hazardous material activity, and pollution (including, without limitation, regulation of releases and disposals to air, land, water and groundwater). These requirements include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251, et seq., Clean Air Act of 1966, as amended, 42 U.S.C. 7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. 2601 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 et seq., and any similar or implementing Ohio laws, and all amendments, rules, regulations, guidance documents and publications promulgated thereunder ("Environmental Laws").

SECTION 9.02 Indemnification:

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

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

SECTION 9.03 Landlord's Liability:

Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, no Hazardous Discharges, Environmental Complaints or violations of Environmental Laws applicable to the Premises are in existence of the date hereof. Landlord shall comply with, and shall cause all other occupants of the Project to comply with, all laws, regulations, ordinances and other governmental standards applicable to the use of the Land with respect to hazardous waste, hazardous substances and any and all other environmental matters. Furthermore, Landlord shall procure and maintain all licenses and permits required by such applicable laws, ordinances or regulations. Landlord covenants and agrees that it shall neither release, emit, or discharge at or from the Premises any hazardous or toxic substances, as more fully described in Section 9.01 hereof. Liability under this Section 9.03 shall survive the termination of this Lease for a period of two (2) years, and subject to said two (2) year limitation, shall remain in force beyond (a) the expiration of any applicable statute of limitations; and (b) payment or satisfaction in full of any single claim of the Tenant within the scope of this indemnification.

ARTICLE X
SIGNAGE

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

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

ARTICLE XI
REPAIRS AND MAINTENANCE

SECTION 11.01 Landlord's Obligations - Premises:
Upon completion of all of Landlord's Work (including all Punchlist Items), Landlord shall not be required to maintain or make any improvements, repairs or replacements of any kind or character to the Community Center during the term of this Lease. Landlord shall be under no obligation to inspect the Premises and Tenant shall promptly report to Landlord in writing any defective condition known to Tenant.

SECTION 11.02 Tenant's Obligations - Premises:
Tenant, at its sole cost and expense, shall: (I) maintain, repair and replace all parts of the Premises so as to keep the Premises, and every part thereof, in good order, condition and repair and in a safe and dry tenantable condition, including, but not limited to, roof, exterior walls, windows, plate glass, doors, heating, ventilating and air conditioning systems, downspouts, fire sprinkler systems, dock bumpers, lawn maintenance, pest control and extermination, trash pickup and removal and painting of the Building and exterior doors; (II) install and maintain such fire protection devices as may be required by any governmental body or insurance underwriter for the Building (except for provision of such items as

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

SECTION 11.03 Common Areas:

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

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

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

(c) Separate and apart from the items detailed in section 11.03(b and c), Landlord agrees to care for and maintain, at its sole cost and expense, all public trails and trail amenities that access or cross the Common Area, including any bridges or walkways constructed for connecting the Common Area to adjacent properties owned by the Landlord.

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

ARTICLE XII
DESTRUCTION OF PREMISES

SECTION 12.01 Continuance of Lease:
In the event the Premises shall be partially or totally destroyed by fire or other casualty insured under the provisions of Section 8.01 above, then the damage to the Premises shall be promptly repaired by Landlord (but only to the extent that insurance proceeds therefore are made available to Landlord), and Base Rent, Tenant's Expense Contribution and other charges shall be abated in proportion to the amount of the Premises rendered untenantable until so repaired. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment. Upon completion of repairs and reconstruction by Landlord, Tenant shall repair or replace its merchandise, trade fixtures, furnishings, and equipment in a manner and to at least a condition equal to that which existed prior to such damage or destruction (but only to the extent that insurance proceeds therefore are made available to Tenant).

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

SECTION 12.02 Reconstruction; Rent Abatement:
If all or any portion of the Premises is damaged by fire or other casualty and this Lease is not terminated in accordance with the above provisions, then all insurance proceeds provided for in Section 8.01 shall be made available for payment of the cost of repair, replacing and rebuilding of the Building. Landlord shall use the proceeds from the insurance as set forth herein to repair or rebuild the Premises to its original condition. Tenant shall, using the proceeds from the insurance provided for in Section 8.02, repair, restore, replace, or rebuild any additional improvements installed by Tenant, such that the Premises shall be restored to its condition immediately prior to the occurrence of such casualty. In the event that this Lease is terminated as herein provided, all of the coverage provided for in Section 8.03(a)(i) shall be paid to and retained by Tenant. The Base Rent and other charges which are payable hereunder during the existence of such damage and until such repair or rebuilding is substantially completed, shall be equitably abated. Equitable abatement shall terminate upon the earlier of the date upon which the Tenant commences to use substantially all of the Premises for business with the public or the date upon which Landlord substantially completed its repair or rebuilding work.

ARTICLE XIII
EMINENT DOMAIN

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

ARTICLE XIV

SUBORDINATION

SECTION 14.01 Lease Subordinate:
Provided that the holder of a mortgage or deed of trust who acquires rights in the Premises after the Effective Date executes and delivers to Tenant a non-disturbance agreement in recordable form reasonably satisfactory to Tenant which provides that such holder will honor all of the terms of this Lease so long as no Event of Default exists hereunder, this Lease and all of the rights of Tenant hereunder are and shall be subject and subordinate at all times to the lien of any mortgage or deed of trust which may now or hereafter affect the real property of which Premises form a part and to all

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

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

SECTION 14.02 Attornment:
If, and so long as this Lease is in full force and effect, subject to the provisions of Section 15.01 hereof: (a) this Lease shall remain in full force notwithstanding a default under the mortgage by Landlord; (b) if any such mortgagee shall become possessed of the Premises and assumes the obligations of Landlord hereunder, Tenant shall be obligated to such mortgagee to pay it the rentals and other charges due hereunder and to thereafter comply with all the terms of this Lease; and (c) if any mortgagee or purchaser, at a private or public sale shall become possessed of the Premises and assumes the obligations of Landlord hereunder, Tenant shall, without charge, attorn to such mortgagee or purchaser as its Landlord under this Lease.

SECTION 14.03 Estoppel Certificate:
Within ten (10) days after request therefore, each party agrees to execute and deliver to the other, in recordable form, an estoppel certificate certifying (if such be the case) that this Lease is unmodified and in full force and effect (and if there has been modification, then the same is in full force and effect as modified and stating the modifications); that there are no defenses or offsets against the enforcement thereof or stating those claimed by Tenant; and stating the date to which rentals and other sums due hereunder are paid. Such certificate shall also include such other information as may be reasonably required or requested. The failure by either party to deliver any such certificate within ten (10) days after request therefore shall be deemed to constitute the certification by such party that this Lease is in full force and effect and has not been modified except as may be represented by the other party and that there are no defenses or offsets against enforcement thereof.

ARTICLE XV
EVENTS OF DEFAULT

SECTION 15.01 Events of Default:
The occurrence of any one or more of the following events shall be classified as an "Event of Default" of this Lease by Tenant:

(a) Tenant fails to pay any installment of Base Rent, Expense Contribution and/or additional rent when the same shall be due and payable and the same remains unpaid ninety (90) days after Landlord shall have given written notice thereof to Tenant:

(b) Tenant fails to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of ninety (90) days after notice thereof from Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by

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

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

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

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

SECTION 15.02 Landlord's Remedies:

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

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

(b) Landlord may terminate this Lease or Tenant's right to possession under this Lease as of the date of such default, in which event: (1) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; (2) Landlord may re-enter the Premises and dispose Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; and (3) notwithstanding a termination of this Lease (a) Landlord may declare all rent which would have been due and payable, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination and re-entry, or (b) Landlord may re-let all or part of the Premises for a term different from that which would otherwise have constituted the balance of the term of this Lease and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall immediately be obligated to pay to Landlord as liquidated damages the difference between the rent provided for herein and that provided for in any lease covering subsequent re-letting of the Premises, for the period which would otherwise have constituted the balance of the term of this Lease, together with all of Landlord's costs and expenses for preparing the Premises for re-letting, including all repairs, tenant finish improvements, broker's and attorney's fees, and all loss or damage which Landlord may sustain by reason of such termination, re-entry and re-letting, it being expressly understood and agreed that the liabilities and remedies specified in clauses (a) and (b) hereof shall survive the termination of this Lease; or (4) continue this Lease in full force and effect, but with the right at any time thereafter to elect options (a) or (b) immediately hereinabove. Should Landlord, following default as aforesaid, elect to continue this Lease in full force, Landlord shall use its reasonable efforts to rent the Premises by private negotiations and without advertising, and on the best terms available for the remainder of the term hereof, or for such longer or shorter periods as Landlord shall deem advisable. Tenant acknowledges that Landlord shall have no obligation to rent the Premises prior to Landlord's renting any other available space owned by Landlord in the Building. Tenant shall remain liable for payment of all rentals and other charges and costs imposed on tenant herein, in the amounts, at the times and upon the conditions as herein provided, but Landlord shall credit against such liability of the Tenant all amounts received by Landlord from such re-letting after first reimbursing itself for all costs incurred in curing Tenant's defaults and re-entering, preparing and refinishing the Premises for re-letting, and reletting the Premises;

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

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

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

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

<u>SECTION 15.03 Additional Remedies and Waivers</u>:

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

SECTION 15.04 Mediation:

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

ARTICLE XVI
DEFAULT BY LANDLORD

SECTION 16.01 Landlord's Default:

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

SECTION 16.02 Remedies of Tenant:

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

SECTION 16.03 Mediation:

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

ARTICLE XVII
NON-WAIVER OF DEFAULT

SECTION 17.01 Non-Waiver of Default:

he failure of delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default and breach of the Lease shall be held to be a waiver of any other default and breach. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment of account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies in this Lease.

ARTICLE XVIII
NOTICES

SECTION 18.01 Notices:
No notice or other communication given under this Lease by law shall be effective unless the same is in writing and is delivered in person or mailed by registered or certified mail, return receipt requested, first class, postage prepaid, addressed:

(1) If to Landlord, to the address set forth in the first paragraph hereof, attention: City Services Director

(2) If to the Tenant, to the address set forth in the first paragraph hereof, attention: CEO & President

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

ARTICLE XIX
END OF TERM

SECTION 19.01 Return of Premises:
Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Premises, in good order, broom clean, normal wear and tear, casualty and acts of God excepted, to the Landlord. Upon the expiration or termination of this Lease, Tenant shall execute and acknowledge a lease termination of this Lease, Tenant shall execute and acknowledge a lease termination to Tenant's interest in the Premises, in recordable form, in favor of the Landlord ten (10) days after written notice and demand therefor by Landlord, and failing to do so within said ten (10) day time period, Tenant hereby appoints Landlord its attorney-in-fact, irrevocably, to execute and deliver such lease termination.

SECTION 19.02 Holding Over:
If Tenant shall hold possession of the Premises after the expiration or termination of this Lease, at Landlord's option: (i) Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month at 1.5 times the Base rent in effect during the last lease year immediately preceding such holdover and otherwise subject to all of the terms and conditions of this Lease; or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity, including an action for wrongfully holding over. No payment by Tenant, or receipt by Landlord, of a lesser amount than the correct rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check for payment of rent or any other amounts owed to Landlord be deemed to effect or evidence an accord and satisfaction, and Landlord may

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

ARTICLE XX
COVENANT OF QUIET ENJOYMENT

SECTION 20.01 Covenant of Quiet Enjoyment:
Subject to the provisions of Section 1.02 hereof, Landlord covenants that if and so long as Tenant pays the rent and all other charges provided herein and performs all of its obligations provided for herein, tenant shall at all times during the term hereof peaceably have, hold, and enjoy the Premises, without any interruption or disturbance from Landlord or anyone claiming through or under Landlord, subject to the terms hereof.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

SECTION 21.01 Memorandum of Lease:
If requested by either party, a Memorandum of Lease, containing the information required by Ohio law concerning this Lease shall be prepared, executed by both parties and filed for record in the office of the Recorder of Franklin County, Ohio. This Lease may not be recorded.

SECTION 21.02 Indemnification for Leasing Commissions:
Each party represents and warrants to the other that (except with respect to any broker identified for the other in writing prior to full execution of this Lease) no broker, agent, commissioned salesman, or other person has represented by such party in the negotiations for and procurement of this Lease and of the Premises and that no commissions, fees, or compensation of any kind are due and payable in connection herewith to any broker, agent, commissioned salesman, or other person. Each party hereto agrees to indemnify and hold harmless from any and all claims, suits, or judgments (including, without limitation, reasonable attorney's fees and court costs incurred in connection with any such claims, suits, or judgments) for any fees, commissions or compensation of any kind which arise out of or are in any way connected with a breach of the foregoing representation.

SECTION 21.03 Governing Law:
This Lease is being executed and delivered by Landlord in the State of Ohio and shall be construed and enforced in accordance with the laws of that State.

SECTION 21.04 Severability of Invalid Provisions:
If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

SECTION 21.05 Complete Agreement: Amendments:
This Lease, including all Exhibits, constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or

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

SECTION 21.06 Inability to Perform:
This Lease and the obligation of either party to perform their respective covenants and agreements hereunder shall not be impaired nor shall either party be in default hereunder because a party is unable to fulfill any of its obligations under this Lease, if that party is prevented or delayed from so doing by any accident, breakage, repairs, alterations, improvements, strike or labor troubles, or any outside cause whatsoever beyond the reasonable control of that party, including, but not limited to, energy shortages or governmental preemption in connection with a natural emergency, or by reason of governmental laws or any rule, order or regulation of any department subdivision thereof of any governmental agency, or by reasons of the conditions of supply and demand which have been or are affected by war or other emergency. The foregoing shall in no event, however, apply to the payment of Base Rent and other charges hereunder, which shall be due and payable on the date(s) specified herein notwithstanding any such event.

SECTION 21.07 No Option:
Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

SECTION 21.08 Time of the Essence:
Time is of the essence of this Lease and each and all its provisions.

SECTION 21.09 Authorized Signatory:
Each person executing this Lease on behalf of a party hereto represents that he/she is authorized to do so and that such execution is fully binding on such party.

SECTION 21.10 Paragraph Captions:
Paragraph captions herein are for Landlord's and Tenant's convenience only and neither limit nor amplify the provisions of this Lease.

SECTION 21.11 Jury Trial:
Landlord and Tenant hereby waive trial by jury if any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises and/or any claim of injury or damage.

SECTION 21.12 Financial Statements:
Within a reasonable time after the end of each calendar year during the Term hereof, Tenant shall provide Landlord with an annual report of income and expenses for operation of the Premises.

[Remainder of page intentionally left blank]

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

LANDLORD:

City of Reynoldsburg, Ohio, an Ohio political subdivision

By: ______________________________________

Its: ______________________________________

TENANT:

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

By: ______________________________________

Its: ______________________________________

STATE OF OHIO :
: SS.
COUNTY OF FRANKLIN :

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

____
Notary Public

STATE OF OHIO :
:SS.
COUNTY OF FRANKLIN :

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

____
Notary Public

EXHIBIT "A"

Legal Descriptions (2) of City Land

10.571 ACRES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.571 ACRES
-2-

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

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

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

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

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

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

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

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

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

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

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

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

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

Matthew A. Kirk
Professional Surveyor No. 7865

7 JUNE 16
Date

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

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

0-106-E
SPLIT
10.571 AC
OUT OF
(060)
000954

STATE OF OHIO
MATTHEW A.
PROFESSIONAL SURVEYOR

BY: RJN
DATE 09/03/2016

1.026 ACRES

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

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

thence South 01° 07' 33" East, with the centerline of said Davidson Drive, a distance of 331.40 feet to a point;

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

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

South 01° 07' 33" East, a distance of 98.82 feet to an iron pin set at a point of curvature to the right;

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

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

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

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

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

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

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

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

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

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

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

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 — 7 JUNE 16

Matthew A. Kirk
Professional Surveyor No. 7865

Date

STATE OF OHIO
MATTHEW A. KIRK

ENGINEERING DEPT.
BY JWS
DATE 6/9/16

MAK:gcm
1_026 ac 20160516-VS-BNDY-01.doc

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

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

EXHIBIT "B"

Depiction of City Land

<u>EXHIBIT "C"</u>

Depiction of Community Center Land

<u>EXHIBIT "D"</u>

Description of Common Area Land

<u>EXHIBIT "E"</u>

Site Plan

EXHIBIT "F"

Landlord Office Area

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

CO\5771594.2

Service Department

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

ORDINANCE REQUEST

DATE: November 13, 2018

TO: Public Service and Transportation Committee

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

Approval:

Completed Brad McCloud	Completed Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

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

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

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

is 410.000.0168.5659 Misc. Infrastructure.

EMH&T
Engineers, Surveyors, Planners, Scientists

October 22, 2018

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

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

Dear Mr. Sampson:

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

SCOPE OF SERVICES

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

1. Topographic Survey – Topographic survey will be obtained for the proposed improvements at the intersection of East Main Street and Taylor Road.

    a. Establish right-of-way and horizontal and vertical control for the basis of Design. EMH&T will perform topographic survey necessary for the Roadway Improvements on Taylor Road. Existing features such as roadway, sidewalk, curb ramps, storm sewers, traffic signal equipment, utilities, private landscaping, and any other features which may impact design will be obtained.

    b. Perform topographic survey along the proposed right turn lane from southbound Taylor Road to westbound East Main Street.

2. Roadway Design

    a. Prepare AutoCAD base map and model existing utilities.

    b. EMH&T will establish horizontal and vertical alignments for the proposed right turn lane.

    c. An intersection detail will be prepared outlining the roadway, sidewalk, curb ramp and drainage improvements at the intersection.

    d. EMH&T will prepare construction plans, which will consist of the following:

        i. Title sheet

        ii. General notes, details, and estimate of quantities

        iii. Typical section and pavement section

        iv. Roadway widening plan and profiles

        v. Roadway widening Cross-sections

vi. Storm sewer and/or roadside grading details

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

viii. Traffic control plans

ix. Maintenance of traffic details

x. Sedimentation and erosion control details

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

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

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

3. 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.

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

EMH&T SERVICES FEE SUMMARY

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

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

Respectfully submitted,

Ryan M. Andrews, PE

cc: Keith Kundtz, Street Superintendent

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

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

ORDINANCE REQUEST

DATE:	**November 13, 2018**
TO:	**Public Service and Transportation Committee**
RE:	ORDINANCE TO APPROVE PAYMENT OF SERVICES PERFORMED PRIOR TO THE AUDITOR'S CERTIFICATION OF AVAILABILITY OF FUNDS AND DECLARING AN EMERGENCY.

Approval:

Completed Brad McCloud	Jed Hood	Completed Stephen Cicak

Emergency/Suspension: Emergency

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

Statement of necessity: Then & Now required to be passed w/in 30 days from receipt of the Auditor's certificate.

See attached.

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41 (D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purpose. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of $ 139,188.15 has been appropriated and was available in the treasury at the date of purchase Services through Sept. 30, 2018 and is still available as of 10-24-2018 for the following purchase:

Purchase Order # 2018-1807 Date of Invoice 10-19-2018

Vendor C.T Consultants Description Architectural Services for YMCA

Invoice # 170132-14 Account # 410.000.0148.51659

Stephen M. Cicah

City Auditor

10-24.18

Date

AUDITOR'S CERTIFICATION

"Then and Now"

Section 5705.41 (D) of the Ohio Revised Code states that, when a purchase of goods and services is made prior to the Auditor's certification of available funds, the Auditor shall prepare a certificate stating that funds were available at the time of the purchase and are still available at the time of receipt of the invoice for such purpose. The certificate shall be presented to City Council for its consideration of approval. Resulting legislation shall be passed within 30 days from receipt of the Auditor's certificate.

I do hereby certify that the amount of $ 273,694.12 has been appropriated and was available in the treasury at the date of purchase Services through Aug 31, 2018 and is still available as of 10-24-2018 for the following purchase:

Purchase Order # 2018-1807

Date of Invoice 10-19-2018

Vendor CT Consultants

Description Architectural Services for YMCA

Invoice # 170132-13

Account # 410.000.0148.5659

Stephen M. Cuck

City Auditor

10 24.18

Date

Ship To
City of Reynoldsburg-Service Safety Dept
7232 E. Main Street
REYNOLDSBURG, OH 43068

Bill To
City of Reynoldsburg-Service Safety Dept
7232 E. Main Street
REYNOLDSBURG, OH 43068

Purchase Order

No. 2018-00001807

DATE 10/18/2018

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

VENDOR 458 - CT CONSULTANTS, INC.

REYNOLDSBURG OHIO

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE **1 of 1**
ORIGINATOR: Kalle Gwilliams

Contact
CT CONSULTANTS, INC.
8150 STERLING COURT
ATTN: ACCOUNTING DEPARTMENT
MENTOR, OH 44060

REFERENCE #62-18

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	FA CIP - YMCA Design Costs 410.000.0148.5659 - Miscellaneous Infrastructure 1,942,200.00	1,942,200.0000	$1,942,200.00
10-19-18		170132-13	#	273,694.12
10-19-18		170132-14	#	139,188.15
			TOTAL DUE	$1,942,200.00

APPROVED FOR PAYMENT
ACCOUNT # 410.000.0148.5659
DIRECTOR
DATE 10-21-18

AUDITOR'S CERTIFICATE
I certify that funds for the above encumbrance have been appropriated and are in the treasury free from any obligation.

Stephen M. Cicak

Special Instructions

Attachment: Auditor's Certification (Then & Now for CT Consultants)

your trusted advisor consultants engineers architects planners

RECEIVED
OCT 22 2018
Dept. of Public Service
City of Reynoldsburg, OH

Send payments to: Attn: Lockbox
CT Consultants
8150 Sterling Court
Mentor, OH 44060
phone: 440.951.9000
acct@ctconsultants.com

Fed ID #34-0792089

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

October 19, 2018
Invoice No: 170132 - 13

Project 170132 Reynoldsburg/Architectural Design/YMCA

Architectural Design Services for the YMCA - Purchase Order No. 2017-1678.

Professional Services through August 31, 2018

Phase 01 CMAR Assistance

Fee

Total Fee	190,400.00			
Percent Complete	74.00	Total Earned	140,896.00	
		Previous Fee Billing	133,280.00	
		Current Fee Billing	7,616.00	
		Total Fee		**7,616.00**
			Total this Phase	**$7,616.00**

Phase 04 Civil Engineering

Fee

Total Fee	220,000.00			
Percent Complete	98.00	Total Earned	215,600.00	
		Previous Fee Billing	209,000.00	
		Current Fee Billing	6,600.00	
		Total Fee		**6,600.00**
			Total this Phase	**$6,600.00**

Phase 05 Structural Engineering

Fee

Total Fee	133,100.00			
Percent Complete	97.00	Total Earned	129,107.00	
		Previous Fee Billing	117,128.00	
		Current Fee Billing	11,979.00	
		Total Fee		**11,979.00**
			Total this Phase	**$11,979.00**

Phase 06 Architectural Design

Fee

Total Fee	1,913,750.00		
Percent Complete	65.00	Total Earned	1,243,937.50

Attachment: Auditor's Certification (Then & Now for CT Consultants)

Project	170132	Reynoldsburg/Architectural Design/YMCA	Invoice	13

	Previous Fee Billing	1,014,287.50	
	Current Fee Billing	229,650.00	
	Total Fee		**229,650.00**
		Total this Phase	**$229,650.00**

Phase 08 Construction Administration

Fee

Total Fee	200,000.00			
Percent Complete	13.00	Total Earned	26,000.00	
		Previous Fee Billing	10,000.00	
		Current Fee Billing	16,000.00	
		Total Fee		**16,000.00**
			Total this Phase	**$16,000.00**

Phase 89 Permit Fees

Reimbursable Expenses

Other Direct Costs-Billab	222.75	
Total Reimbursables	**222.75**	**222.75**
Total this Phase		**$222.75**

Phase 99 Reimbursable Expenses

Reimbursable Expenses

Reproductions-Reimbursable	791.80	
Meals, Lodging, Travel - Reimbursable	834.57	
Total Reimbursables	**1,626.37**	**1,626.37**
Total this Phase		**$1,626.37**
Total this Invoice		**$273,694.12**

Authorized By: ______________________________

BRIAN SABLA

2495250

Attachment: Auditor's Certification (Then & Now for CT Consultants)

your trusted advisor consultants engineers architects planners

RECEIVED
OCT 23 2018
Dept. of Public Service
City of Reynoldsburg, OH

Send payments to: Attn: Lockbox
CT Consultants
8150 Sterling Court
Mentor, OH 44060
phone: 440.951.9000
acct@ctconsultants.com

Fed ID #34-0792089

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

October 19, 2018
Invoice No: 170132 - 14

Project 170132 Reynoldsburg/Architectural Design/YMCA

Architectural Design Services for the YMCA - Purchase Order No. 2017-1678.

Professional Services through September 30, 2018

Phase 01 CMAR Assistance

Fee

Total Fee	190,400.00			
Percent Complete	77.00	Total Earned	146,608.00	
		Previous Fee Billing	140,896.00	
		Current Fee Billing	5,712.00	
		Total Fee		**5,712.00**
			Total this Phase	**$5,712.00**

Phase 04 Civil Engineering

Fee

Total Fee	220,000.00			
Percent Complete	98.50	Total Earned	216,700.00	
		Previous Fee Billing	215,600.00	
		Current Fee Billing	1,100.00	
		Total Fee		**1,100.00**
			Total this Phase	**$1,100.00**

Phase 05 Structural Engineering

Fee

Total Fee	133,100.00			
Percent Complete	99.00	Total Earned	131,769.00	
		Previous Fee Billing	129,107.00	
		Current Fee Billing	2,662.00	
		Total Fee		**2,662.00**
			Total this Phase	**$2,662.00**

Phase 06 Architectural Design

Fee

Total Fee	1,913,750.00			
Percent Complete	71.00	Total Earned	1,358,762.50	

Project	170132	Reynoldsburg/Architectural Design/YMCA	Invoice	14

		Previous Fee Billing	1,243,937.50	
		Current Fee Billing	114,825.00	
		Total Fee		**114,825.00**
			Total this Phase	**$114,825.00**

Phase 07 Bidding Assistance

Fee

Total Fee	25,000.00			
Percent Complete	20.00	Total Earned	5,000.00	
		Previous Fee Billing	2,500.00	
		Current Fee Billing	2,500.00	
		Total Fee		**2,500.00**
			Total this Phase	**$2,500.00**

Phase 08 Construction Administration

Fee

Total Fee	200,000.00			
Percent Complete	18.00	Total Earned	36,000.00	
		Previous Fee Billing	26,000.00	
		Current Fee Billing	10,000.00	
		Total Fee		**10,000.00**
			Total this Phase	**$10,000.00**

Phase 89 Permit Fees

Subconsultants

KORDA/NEMETH ENGINEERING INC	220.00	
Total Subconsultants	**220.00**	**220.00**
Total this Phase		**$220.00**

Phase 99 Reimbursable Expenses

Reimbursable Expenses

Reproductions-Reimbursable	1,500.00	
Other Direct Costs-Billab	273.44	
Meals, Lodging, Travel - Reimbursable	395.71	
Total Reimbursables	**2,169.15**	**2,169.15**
Total this Phase		**$2,169.15**

Total this Invoice **$139,188.15**

Attachment: Auditor's Certification (Then & Now for CT Consultants)

Project	170132	Reynoldsburg/Architectural Design/YMCA	Invoice	14

Authorized By: ______________________________

BRIAN SABLA

Planning Commission

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

ORDINANCE REQUEST

DATE:	**November 13, 2018**
TO:	**Public Service and Transportation Committee**
RE:	Ordinance to Amend the Code of Ordinances of the City of Reynoldsburg, Ohio: Amending Section 1183.04 Use Regulations and Development Standards of Chapter 1183 Planned Neighborhood Development District.

Approval:

Skipped Brad McCloud	Skipped Jed Hood	Stephen Cicak

See attached documentation.

1183.04 USE REGULATIONS AND DEVELOPMENT STANDARDS.

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

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

(1) Single family dwellings;

(2) Two-family dwellings;

(3) Multiple family dwellings;

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

(5) Residential care facility;

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

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

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

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

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

(e) Lot and Yard Dimensions, Building Spacing.

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

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

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

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

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

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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.)