



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

CITY COUNCIL
Committee Meeting

7232 East Main Street
Reynoldsburg, OH 43068
www.ci.reynoldsburg.oh.us

Mollie Prasher, Clerk of Council
614-322-6836

Marshall Spalding, Committee Chairman

Monday, September 23, 2019

Council Chambers

OPENING 7:30 PM

INVOCATION – PASTOR KARL HANF

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

RECOGNITION OF SUICIDE PREVENTION WEEK
RECOGNITION OF MARGARET MESSICK

DEVELOPMENT, PARKS AND RECREATION COMMITTEE MEETING

1. CALL TO ORDER - ROLL CALL

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. DEVELOPMENT, PARKS AND RECREATION COMMITTEE – COMMITTEE MEETING – SEPTEMBER 9, 2019

4. LEGISLATION FOR EMERGENCY ADOPTION

A. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT FOR THE LEASE OF REAL PROPERTY, AND DECLARING AN EMERGENCY (FIRST READING 9/9/2019)

B. A RESOLUTION STATING WHAT SERVICES THE CITY OF REYNOLDSBURG WILL PROVIDE TO THE PROPOSED ANNEXATION OF PROPERTY ALONG, AND DECLARING AN EMERGENCY

5. LEGISLATION FOR SECOND READING

A. A RESOLUTION ACCEPTING, APPROVING AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS (FIRST READING 9/9/2019)

B. A RESOLUTION TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE ANNUAL CHAMBER OF COMMERCE SILENT AUCTION TO BE HELD AT THE REYNOLDSBURG SENIOR CENTER (FIRST READING 9/9/2019)

C. AN ORDINANCE EXTENDING AND DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE STATE ROUTE 256 AND TAYLOR ROAD CORRIDORS IN THE CITY OF REYNOLDSBURG TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC SECTION 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS (FIRST READING 9/9/2019)

6. LEGISLATION FOR THIRD READING

A. AN ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO ACCOUNTS IN THE PARKS & RECREATION DEPARTMENT (SECOND READING 9/9/2019)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
 September 9, 2019

Chairman Marshall Spalding called the meeting to order at 7:37 PM

Opening 7:30pm

Announcements

Call to Order - Roll Call

PRESENT: Spalding, Baker, Bryant, Skinner

ABSENT:

Approval of Agenda

Mr. Spalding: The agenda needs to be amended to add an item to the new legislation. That was item D that was not included on the committee agenda but has been included on the City Council agenda. A resolution to waive the provision of section 971.16 of the codified ordinances for the annual Chamber of Commerce silent auction to be held at the Reynoldsburg Senior Center. I move to amend the agenda, do I have a second?

SECONDED BY COUNCILMAN SKINNER< ALL VOTED IN FAVOR BY VOICE.

Approval of Minutes

- a. Development, Parks and Recreation Committee – Committee Meeting – July 22, 2019

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

NEW LEGISLATION/DISCUSSION ITEMS

A RESOLUTION ACCEPTING, APPROVING AND RATIFYING THE SUBMITTED RECOMMENDATIONS OF SEVERAL CITY OF REYNOLDSBURG TAX INCENTIVE REVIEW COUNCILS --- Spalding. Development, Parks and Recreation Committee.

Mr. Bowsher: Thank you Chairman Spalding, President Joseph, other members Council. This resolution before you tonight is just the acceptance of the Brice Road TIFF, Taylor Road TIFF one and two and the Summit Road TIFF to include Taylor Station TIFF. We do this annually for our TIRC. We have the auditors come in as well as our Auditor for the City, myself and other members to review them and make sure that they are still conforming to everything that we want them to, we accept them and then you pass them here for approval to continue on accepting revenue from the TIFF's.

Minutes Acceptance: Minutes of Sep 9, 2019 7:30 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
September 9, 2019

| | | |
|------------------|--|-------------------------------|
| RESULT: | REFERRED TO COUNCIL [UNANIMOUS] | Next: 9/9/2019 7:35 PM |
| MOVER: | Marshall Spalding, Chairman | |
| SECONDER: | Stacie Baker, At-Large Councilmember | |
| AYES: | Spalding, Baker, Bryant, Skinner | |

AN ORDINANCE EXTENDING AND DECLARING THE IMPROVEMENT TO CERTAIN PARCELS ALONG THE STATE ROUTE 256 AND TAYLOR ROAD CORRIDORS IN THE CITY OF REYNOLDSBURG TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC SECTION 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS --- Spalding. Development, Parks and Recreation Committee.

Mr. Bowsher: Thank you Chairman Spalding. This is the renewal of the Taylor Station Road TIFF, it was established in 1998. And actually this year, the general assembly according with their tax bill, they are now allowing an additional 30 years to be added to the TIFF. So this is us testing out the new legislation, allowing for this years which will basically put this at a 51 year TIFF, first of its kind. Which is very exciting when we talk about that we bonded proceeds to make sure that we would update a lot of the infrastructure in the area. And were specifically talking about is the Wal-Mart area around 256 and Taylor. So this will allow us to continue to partner with the school district on this TIFF that's been performing very well. As well continue to develop this space we will continue to have other tax dollars that we can put back into our roads and other infrastructure within the area so this is vastly important and I hope you will approve it.

| | | |
|------------------|--|-------------------------------|
| RESULT: | REFERRED TO COUNCIL [UNANIMOUS] | Next: 9/9/2019 7:35 PM |
| MOVER: | Marshall Spalding, Chairman | |
| SECONDER: | Kristin Bryant, At-Large Councilmember | |
| AYES: | Spalding, Baker, Bryant, Skinner | |

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT FOR THE LEASE OF REAL PROPERTY, AND DECLARING AN EMERGENCY. --- Spalding. Development, Parks and Recreation Committee.

Mr. Bowsher: Thank you Chairman Spalding. This is for the Ohio Health lease in our Community Center YMCA. The lease as it stands will be 15 years, 315 thousand and change per year, total of 4.7 million dollars coming back to the City, help back down some of our bonds. So I just ask that you approve of the Mayor entering the contract.

Mr. Luzader: Thank you Chairman Spalding. And I read all through your legislation and everything else, I just want clarify, they are basically responsible for pretty much all of the maintenance on that part?

Minutes Acceptance: Minutes of Sep 9, 2019 7:30 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
 REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
 September 9, 2019

Mr. Bowsher: They are required to do the maintenance on the inside pieces of that, there are cross section of ventilation and things of that nature that the Y will be responsible of overseeing the maintenance of the entire building. But interior wise, Ohio Health will be responsible for that.

| | | |
|------------------|--|-------------------------------|
| RESULT: | REFERRED TO COUNCIL [UNANIMOUS] | Next: 9/9/2019 7:35 PM |
| MOVER: | Marshall Spalding, Chairman | |
| SECONDER: | Caleb Skinner, Ward 1 Councilmember | |
| AYES: | Spalding, Baker, Bryant, Skinner | |

A RESOLUTION TO WAIVE THE PROVISION OF SECTION 971.16 OF THE CITY'S CODIFIED ORDINANCES FOR THE ANNUAL CHAMBER OF COMMERCE SILENT AUCTION TO BE HELD AT THE REYNOLDSBURG SENIOR CENTER --- Spalding, Development, Parks and Recreation Committee.

Ms. Bauman: Thank you Chairman Spalding, members of the Committee. The members of the Reynoldsburg Area Chamber of Commerce who are putting on the silent auction approached me about utilizing the Senior Center to hold their event, and I said yes they could use the center. However, they would like to sell beer and wine, so we would need you to waive that provision of no alcohol in parks. Since the Senior Center is considered a park or it at least located in the park. The Chamber will take care of applying for their F2 permit through Department of Commerce, paying any fees that associated with that and if you deem that you would like to have a Reynoldsburg Police Officer on site during the event, they can certainly make that happen as well. And Linda Smith and Ryann Reidel are here if you have questions pertaining to this event.

Mr. Spalding: What is the date of this event again?

Ms. Bauman: November 21st.

Mr. Spalding: So we will have time to have three readings and still make it work?

Ms. Bauman: Yes sir, yes.

Mr. Spalding: Just curiosity. Don't want to get too tight on the space there. And I personally am not sure that it is not a bad idea to have a Reynoldsburg Police Officer there. 'Cause I think that will prevent any possibility of liquor violations or so forth. Because we have really not done this before in this manner. And I think it might be simply because its the first time that we do it in such a manor that there really absolutely wont be any issues.

Ms. Bauman: I agree.

Mr. Spalding: Simply a suggestion.

Ms. Bryant: I concur with Mr. Spalding that there should be at least one Officer on site. Although I guess the question would become will there be any fees assessed to the Chamber for having Police

MINUTES COMMITTEE MEETING
REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
September 9, 2019

on site that night? Because there have been a few upcoming events where I have been hearing that they were planning on charging for certain things and not for others.

Ms. Bauman: We would have to have that discussion internally with Chief to find out what everything looks like.

Ms. Bryant: Ok.

Mr. Luzader: Thank you Mr. Spalding. Just one quick question. Will the City's insurance cover anything that may happen because of this or would the Chamber have to carry some additional liability insurance?

Ms. Bauman: The Chamber will be providing with a copy of their insurance listing the City as an additional insured.

Mr. Cotner: How are they going about the serving and will there be training with the servers just like we do with the festival servers and things like that?

Ms. Reidel: Hi I am Ryann Reidel, I am one of the chairs for the silent auction. My agency is actually Reidel Insurance Agency and we actually carry the insurance for the chamber so myself and David Reidel will be reviewing the policy and making endorsements necessary and reviewing what's required with the liquor permit. So we will have to discuss that and do a little bit of research and we can get back to you on that.

Ms. Smith: As far as the serving of the alcohol, one of the volunteers on the committee is the owner of a bar and grill in Canal and she is going to be the one serving the alcohol that night.

Mr. Cotner: And who, is that going to be sold then by the Chamber providing the tickets? How will the consumption be and monitoring that? <INAUDIBLE>

Ms. Reidel: It will be cash, cash bar. And then basically any quote profits will just be paying for the liquor permit most likely. So were not really getting the liquor permit to have beer and wine as a profit, its just to offer it to guests while they are there.

Mr. Luzader: One other question and this might be for Linda. I am assuming your going to have bottles and cans and probably the little sealed wine glasses kind of like they had at the Tomato Festival?

Ms. Reidel: Yes, than you for asking that. Yes that is correct, they will be pre measures so there wont be over consumption.

Mr. Luzader: Thank you.

MINUTES COMMITTEE MEETING
 REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
 September 9, 2019

| | | |
|------------------|--|-------------------------------|
| RESULT: | REFERRED TO COUNCIL [UNANIMOUS] | Next: 9/9/2019 7:35 PM |
| MOVER: | Marshall Spalding, Chairman | |
| SECONDER: | Stacie Baker, At-Large Councilmember | |
| AYES: | Spalding, Baker, Bryant, Skinner | |

LEGISLATION FOR SECOND READING

AN ORDINANCE APPROPRIATING FUNDS FROM UNAPPROPRIATED GENERAL FUND TO AN ACCOUNT IN THE PARKS & RECREATION DEPARTMENT --- Spalding. Development, Parks and Recreation Committee.

| | | |
|------------------|--|-------------------------------|
| RESULT: | REFERRED TO COUNCIL [UNANIMOUS] | Next: 9/9/2019 7:35 PM |
| MOVER: | Marshall Spalding, Chairman | |
| SECONDER: | Kristin Bryant, At-Large Councilmember | |
| AYES: | Spalding, Baker, Bryant, Skinner | |

LEGISLATION FOR THIRD READING

88-19

ORDINANCE TO AUTHORIZE THE BOUNDARY LINE ADJUSTMENT WITH THE CITY OF COLUMBUS, BRICE ROAD --- Spalding. Development, Parks and Recreation Committee.

| | | |
|------------------|--|-------------------------------|
| RESULT: | REFERRED TO COUNCIL [UNANIMOUS] | Next: 9/9/2019 7:35 PM |
| MOVER: | Marshall Spalding, Chairman | |
| SECONDER: | Stacie Baker, At-Large Councilmember | |
| AYES: | Spalding, Baker, Bryant, Skinner | |

AN ORDINANCE TO AUTHORIZE THE MAYOR TO PURCHASE ONE (1) 2019 FREIGHTLINER 300 W.B. DIESEL WITH AIR BRAKES FOR THE PARKS AND RECREATION DEPARTMENT AND APPROPRIATING FUNDS FROM THE UNAPPROPRIATED 285 FUND--ENDOWMENTS TO A FUND IN THE PARKS & RECREATION DEPARTMENT --- Spalding. Development, Parks and Recreation Committee.

| | | |
|------------------|--|-------------------------------|
| RESULT: | REFERRED TO COUNCIL [UNANIMOUS] | Next: 9/9/2019 7:35 PM |
| MOVER: | Marshall Spalding, Chairman | |
| SECONDER: | Caleb Skinner, Ward 1 Councilmember | |
| AYES: | Spalding, Baker, Bryant, Skinner | |

AN ORDINANCE AUTHORIZING THE ALLOCATION OF FUNDS TO THE REYNOLDSBURG DEVELOPMENT ALLIANCE (RDA) A COMMUNITY IMPROVEMENT CORPORATION (CIC) --- Spalding. Development Department.

Minutes Acceptance: Minutes of Sep 9, 2019 7:30 PM (Approval of Minutes)

MINUTES COMMITTEE MEETING
REYNOLDSBURG DEVELOPMENT, PARKS AND RECREATION COMMITTEE
September 9, 2019

| | | |
|------------------|--|-------------------------------|
| RESULT: | REFERRED TO COUNCIL [UNANIMOUS] | Next: 9/9/2019 7:35 PM |
| MOVER: | Marshall Spalding, Chairman | |
| SECONDER: | Kristin Bryant, At-Large Councilmember | |
| AYES: | Spalding, Baker, Bryant, Skinner | |

Minutes Acceptance: Minutes of Sep 9, 2019 7:30 PM (Approval of Minutes)

Development Department

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

ORDINANCE REQUEST

DATE: September 23, 2019

TO: Development, Parks and Recreation Committee

RE: Contract with Ohio Health for Lease of Community Center Partner Space

Approval:

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

Emergency/Suspension: Emergency

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

EMERGENCY: Due to construction timeline.

Contract will be finished prior to final reading.

WHEREAS, the City of Reynoldsburg desires to establish a lease agreement with OhioHealth Corporation for use of a portion of the Reynoldsburg Community Center Partner Spce; and

WHEREAS, Council has determined that the lease agreement shall be for a period beginning on occupancy and ending fifteen years from that date with options to extend the term of the lease; and

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

Development Department

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a lease agreement with OhioHealth Corporation for use of the Partner Space in the Reynoldsburg Community Center.

The agreement and all associated exhibits are attached as Exhibit "A" and shall be incorporated by reference herein.

SECTION 2. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is entered into this _____ of _____ 2019, by and between The City of Reynoldsburg, Ohio (hereinafter referred to as “Landlord”), and OhioHealth Corporation, an Ohio not-for-profit corporation exempt under IRC (501) (C) (3) (hereinafter referred to as “Tenant”).

BASIC LEASE PROVISIONS:

The following provisions (“Basic Lease Provisions”), and the terms and conditions in Attachment I attached hereto and incorporated herein, are included in and a part of this Lease:

- I. *“Building”* - as used in this Lease means the approximately 13,000 square foot building to be constructed at 7215 E. Main Street, of which the Demised Premises shall be a part and the remainder of which shall be leased to the YMCA.
- II. *“Demised Premises”* - as used in this Lease means the approximately 13,000 rentable square feet located on the first floor of the Building, which figure shall more accurately measured and agreed upon by Landlord and Tenant upon substantial completion of Landlord’s Work (as defined in Exhibit D hereto) as set forth in Section 1 of this Lease. The final square footage of the Demised Premises and the Building shall be memorialized in the Confirmation of Lease Term attached hereto as Exhibit C and shall conclusively replace any initial estimates contained in these Basic Lease Provisions for all purposes under this Lease. The anticipated location and size of the Demised Premises is outlined in Exhibit A, and a final as-built depiction shall also be attached to the Confirmation of Lease Term. The Demised Premises shall also include the non-exclusive right to use the common areas of the Building, such as hallways, entrances and public restrooms, as well as the right to use common areas of the real property upon which the Building sits (the “Property”), including without limitation parking lots, sidewalks and access drives. The common areas of the Building and the Property may be modified from time to time by the Landlord provided the same does not unreasonably or materially interfere with Tenant’s intended use of the Demised Premises or place any additional burden (financial or otherwise) upon the Tenant.
- III. *“Term”* - as used in this Lease means the term of this Lease that begins on the Commencement Date and ends fifteen (15) years later. Notwithstanding the foregoing, if the Commencement Date is a day of the month other than the first day of the month, then the term shall be extended to include the number of days from the Commencement Date until the first day of the month following the Commencement Date. The last day of the Term shall be the “Lease Termination

Date” Provided however, the original Term may be renewed beyond the original Lease Termination Date pursuant to Tenant’s exercise of its option to renew as provided in Section XII of the Basic Lease Provisions of the Lease, if any.

- IV. **“Commencement Date”** – means the earlier of (i) the date upon which Tenant and opens for business, and (ii) one hundred fifty (150) days after the Delivery Date. **“Delivery Date”** – means the date on which Landlord delivers the Demised Premises to Tenant with Landlord’s Work (as set forth in Exhibit D hereto) completed. Landlord anticipates tendering delivery of the Demised Premises on the date nine (9) months after the date hereof. If Landlord has not delivered the Demised Premises to Tenant on or before the date one (1) year after the date hereof, Tenant shall have the right, in its sole discretion, to terminate this Lease.

- V. **“Annual Rental”** - as used in this Lease means the total basic rental fees to be paid by Tenant to Landlord under this Lease, in accordance with the following schedule:

| LEASE YEAR (I.E. A LEASE YEAR IS EACH SUCCESSIVE 12-MONTH PERIOD AFTER THE COMMENCEMENT DATE, EXCEPT THAT IF THE COMMENCEMENT DATE IS OTHER THAN THE FIRST DAY OF A CALENDAR MONTH, THE 1 ST LEASE YEAR SHALL COMMENCE ON THE FIRST DAY OF THE CALENDAR MONTH FOLLOWING THE COMMENCEMENT DATE, AND EXPIRE 12 MONTHS THEREAFTER) | RENTABLE SQUARE FOOTAGE OF THE DEMISED PREMISES RENTABLE SQUARE FEET IS THE TENANT’S USABLE AREA PLUS THE TENANT’S PERCENTAGE SHARE OF THE BUILDING’S COMMON AREAS, ALL AS SOLELY DETERMINED AND CALCULATED BY THE LANDLORD. | BASE RENTAL RATE PER RENTABLE SQUARE FOOT PER YEAR (\$\$) | CAPITAL RESERVE RATE PER RENTABLE SQUARE FOOT PER YEAR (\$\$) | OPERATING COST BUDGET PER RENTABLE SQUARE FOOTAGE PER YEAR (AFTER THE END OF THE FIRST CALENDAR YEAR DURING THE TERM, THE OPERATING COST BUDGET MAY BE ADJUSTED EACH YEAR BY LANDLORD PURSUANT TO PARAGRAPH 3 (B) (1) OF ATTACHMENT I) (\$\$) | TOTAL ANNUAL RENTAL FOR DEMISED PREMISES (I.E. THE BASE RENTAL RATE PLUS CAPITAL RESERVE RATE PLUS OPERATING COST BUDGET TIMES RENTABLE SQUARE FEET IN THE DEMISED PREMISES) (\$\$) | MONTHLY INSTALLMENT OF ANNUAL RENTAL DUE ON THE FIRST DAY OF EACH CALENDAR MONTH IN ADVANCE, PER SECTION 3 (A) (\$\$) |
|---|--|--|--|--|--|--|
| 1-15 | 13,000 | \$15.29 | \$1.00 | \$8 (est.) | \$315,770 (est) | \$26,314.17 (est) |

- VI. **“Tenant’s Prorata Share”** - as used in this Lease means 18.6 percent (%), representing the estimate of the rentable square feet of the Demised Premises in relation to the rentable square feet of the Building, as mutually agreed upon by Landlord and Tenant. Landlord and Tenant acknowledge that the foregoing is based on pre-construction estimates and will be modified accordingly once final figures have been measured and memorialized in the Confirmation of Lease Term.

- VII. **“Address for Rent”** - as used in this Lease means:

YMCA
 1470 Davidson Drive,
 Reynoldsburg, Ohio 43068

- VIII. *“Designated Purpose”* - as used in this Lease means medical office use and any other use consistent with zoning for the Demised Premises.
- IX. *“Tenant Improvements”* - as used in this Lease means the improvements Tenant shall make to the Demised Premises upon substantial completion of Landlord’s Work, which shall be performed in accordance with the terms of Exhibit D. The Tenant Improvements shall be made by Tenant’s chosen contractors and at Tenant’s sole cost.
- X. *“Additional Rental”* - as used in this Lease means any amounts due Landlord under the Lease other than the Annual Rental. Unless agreed to by Landlord or provided otherwise in the Lease, Additional Rental shall be due and payable as expressly stated herein or, if no timeframe is provided, no later than thirty (30) days from written notice of same.
- XI. *Landlord Disclosure of No Physician Ownership.* Landlord represents to Tenant that, as of the execution date of this Lease by Landlord, no part of Landlord is owned or controlled by a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry, or a chiropractor or a person who has, as an immediate family member, a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry, or a chiropractor (collectively, a "Stark Triggering Party"). For purposes of this Lease, an "immediate family member" is defined as a husband or wife, birth or adoptive parent, child, sibling, stepparent, stepchild, stepbrother stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, or grandchild, or spouse of a grandparent or grandchild. If at any time during the term of this Lease, the Landlord becomes owned or controlled, in whole or in part by a Stark Triggering Party, then Landlord agrees to give written notice thereof to Tenant.
- XII. *Option to Renew this Lease:* At the end of the original term of this Lease, Tenant shall have the option to renew this Lease for 3 additional terms of 5 years each, provided that Tenant is not then in default hereunder beyond any applicable cure periods and has given Landlord written notice of its election to exercise the option at least ninety (90) days prior to the expiration of the original Term of this Lease or any successive renewal term, as applicable. The aforementioned renewal shall be upon the same terms and conditions of this Lease, except that the Annual Rent shall be at fair market value (or the midpoint of a range of fair market value) as determined by a commercial appraiser mutually acceptable to both Landlord and Tenant.

XIII. "Exclusive Use" - Landlord agrees that as a material consideration on the part of Tenant entering into the lease, Landlord will not sell the Property or lease space in the Building to, or otherwise permit the use of the Property by (i) the Ohio State Wexner Medical Center or Mt Carmel Health System, Inc. or any party or entity that controls, is controlled by or is under common control with either of the foregoing, regardless of their specific use; (ii) any other hospital system that is directly competitive with OhioHealth, regardless of their specific use; or (iii) any party or entity that would engage in uses directly competitive to the Designated Purpose described above. For purposes of this Section XIII, the phrase "directly competitive" shall have the following meaning: Activities and/or opportunities relating to the development, ownership, operation and/or management of healthcare payors or insurers, hospitals, acute care facilities, outpatient clinics or ambulatory centers within OhioHealth's service area.

LANDLORD AND TENANT AGREE TO THE ABOVE BASIC LEASE PROVISIONS AND TO THE TERMS AND CONDITIONS SET FORTH IN ATTACHMENT I ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE AS THOUGH FULLY REWRITTEN, ALL OF WHICH CONSTITUTE THIS LEASE AGREEMENT.

In the event of any conflict between the terms of the foregoing Basic Lease Provisions and the terms of Attachment I, the terms of the foregoing Basic Lease Provisions will prevail.

(The rest of this page is left intentionally blank.)

SIGNATURES:

IN WITNESS WHEREOF, the respective parties hereto have executed this Lease by and through their duly authorized representatives.

LANDLORD:
City of Reynoldsburg

By: _____

Name: _____

Title: _____

TENANT:
OhioHealth Corporation

By: _____

Name: _____

Title: _____

Attachment: Lease Agreement (OhioHealth - Reynoldsburg YMCA) - #11126177 v9 (Ohio Health Lease)

ATTACHMENT I TO LEASE AGREEMENT

1. Lease of Demised Premises. Landlord, subject to the terms and conditions hereof, leases to Tenant, and Tenant leases from Landlord, the Demised Premises, to be used by Tenant for the Designated Purpose and for no other use or purpose. All the outside walls of the Demised Premises, and any space in the Demised Premises used for shafts, stacks, pipes, conduits, ducts, electric or other utilities, sinks, or other Building facilities, and the use thereof, as well as access thereto through the Demised Premises for the purposes of operation, maintenance, decoration and repair, are hereby expressly reserved to Landlord.

Either party may remeasure the Demised Premises at any time prior to the earlier of (i) the end of the first one hundred eighty (180) days following the Commencement Date, and (ii) the execution of a Confirmation of Lease Term. If such a remeasurement reveals an increase or decrease in square footage of more than two percent (2%) from the square footage set forth in the Basic Lease Provisions, then, if either party objects to such remeasurement such party may request, at such requesting party's sole cost and expense, a second remeasurement be performed by an independent third party architect reasonably and mutually acceptable to Landlord and Tenant, whose remeasurement shall be conclusive as to both Landlord and Tenant. If any such second remeasurement (or, if no second remeasurement was conducted, any first remeasurement) indicates a square footage amount different than that specified in the Basic Lease Provisions, the parties agree any item of Rent based upon the square footage of the Demised Premises will be adjusted to reflect such corrected square footage amount. If either party so requests, such adjustments will be reflected in a lease amendment executed by both Landlord and Tenant.

2. Term. Tenant takes from Landlord the Demised Premises upon the terms and conditions herein contained, to have and to hold the same for the Term of the Lease, commencing upon the Commencement Date, unless sooner terminated as herein provided. The rent provided for in Section 3 (A) hereof, and all Additional Rental provided for in this Lease, shall commence on the Commencement Date.
3. Rent.
 - A. Annual Rental. Tenant agrees to pay to Landlord for the Demised Premises, without notice, the Annual Rental, payable in equal monthly installments in advance on the first day of each calendar month beginning on the Commencement Date. There shall be no abatement, set off, deduction or counterclaim whatsoever against any rent payable to the Landlord under this Lease, including, without limitation, the Annual Rental or any Additional Rental. If the Commencement Date is not the first day of a month, a prorated monthly installment of Annual Rental shall be paid at the then current rate for the fractional month during which the Lease Commencement

Date occurs. All payments due from Tenant under this Lease shall be sent to the Address for Rent by the due date thereof.

B. Additional Rental; Operating Expenses.

(1) In addition to the Annual Rental set forth above, Tenant shall also pay Tenant's Pro Rata Share of Landlord's costs and expenses incurred in carrying out the maintenance, management and operation of the Building (such costs, expenses and obligations being hereinafter referred to as "Operating Expenses"). Operating Expenses shall include all of the following reasonable costs:

- (a) all expenses incurred by Landlord in connection with carrying out its obligations described in Article 4 herein;
- (b) real estate taxes, assessments and other governmental levies and charges on or against the Building by applicable federal, state or local governmental entities, general and special, incurred by Landlord, including without limitation real and personal property taxes, sewer rents and water rents but excluding any rental tax, income tax and estate tax assessed against the Landlord; provided, however that Landlord and Tenant agree and acknowledge that they will use best efforts (but shall not be required) to establish and maintain the Property as tax-exempt for purposes of real estate taxes and assessments.
- (c) insurance premiums, costs and administrative expenses paid or incurred by Landlord in connection with insuring the building, including the amount of any insurance deductible, not to exceed \$50,000.
- (d) Property management fees charged by a third party managing the Building; provided, however, that the same shall not exceed three percent (3%) of total Operating Expenses.
- (e) the cost of all reasonably necessary utility services to Common Areas of the Building and Property;

Estimated annual Operating Expenses shall be divided and paid on a monthly basis as set forth below and shall be reconciled at year end. Operating Expenses shall not include (i) any replacements of structural elements of the building, roof or outer walls, or major components of the HVAC and mechanical systems, (ii) administrative fees or charges for any services provided by Landlord's employees unless the same are employed

full time and dedicate all of their employment to servicing the Building; (iii) any pass-through of ground rents, mortgages or other financing instruments; (iv) Landlord's legal fees or other charges incurred by Landlord as a result of lawsuits or disputes; (v) any amounts paid solely for the benefit of another tenant, such as tenant improvement allowances; (vi) maintenance of the exterior structure of the Building, including curtain-wall window systems, all vertical enclosure materials (such as masonry, metal panels, and EFIS), all roofing systems including gutters, flashings, and any components of a proposed roof garden, and main entrance doors and hardware used by both Tenant and visitors to the YMCA (vii) any other costs incurred by Landlord that are inconsistent with typical practice among owners of Class A medical office buildings in Columbus, Ohio. Notwithstanding anything in this Lease to the contrary, Capital Improvements shall not be included in calculating Tenant's Prorata Share of Operating Expenses but shall be funded separately by the Capital Reserve Fee as set forth in Section 3(C) of this Lease. "Capital Improvements" shall be defined as any repair or replacement of or to structural elements, the roof, parking lot, HVAC, any part of the Building outside the Demised Premises constructed or improved as part of Landlord's Work, or building mechanical systems, or any other improvement or replacement, the cost of which generally accepted accounting principles would require to be amortized over its useful life.

- (2) From the Commencement Date of this Lease through the remainder of the calendar year in which such Commencement Date occurs, Tenant shall pay to Landlord, as an estimate of Tenant's Pro Rata Share of Operating Expenses, an amount equal to the "Operating Cost Budget" as shown in Section V of the Basic Lease Provisions, multiplied by the rentable square feet of the Demised Premises (as set forth in the definition of "Demised Premises" and as maybe modified pursuant to the terms of this Lease), divided by 12, in equal monthly installments, in advance, due as a part of the Annual Rental payments. Notwithstanding anything in this Lease to the contrary, the Operating Cost Budget may be adjusted each calendar year by Landlord during the Term hereof. No later than ninety (90) days after the beginning of each calendar year during the Term of this Lease, Landlord shall prepare for Tenant an estimate of the total Operating Expenses for the Building for said calendar year and the Tenant's Operating Cost Budget for the rentable square footage encompassing the Demised Premises for said calendar year (which may be different than the Operating Cost Budget amount set forth in Section V of the Basic Lease Provisions). Tenant shall and does hereby agree to pay to Landlord, such Operating Cost Budget, multiplied by the rentable square feet of the Demised Premises (as set forth in the definition of "Demised Premises" and as may be modified pursuant to the terms of this Lease), divided by 12, in equal monthly installments, in advance, due as a part of the Annual Rental payments.

- (3) Tenant's Prorata Share of Operating Expenses shall be considered as Additional Rental, to the extent that they are not included with and paid as a part of the Annual Rental due hereunder, as specified in Section 3 (B) (2) above. Within sixty (60) days following the end of each calendar year during the Term, Landlord shall provide Tenant with a statement showing, in reasonable detail, Tenant's Pro Rata Share of actual Operating Expenses incurred during the previous calendar year, and the total amount of such Operating Expenses paid by Tenant during said year pursuant to Section 3 (B) (2) above (the "Operating Expense Reconciliation"). In the event the Operating Expense Reconciliation statement reveals an overpayment of Tenant's actual Operating Expenses, Landlord shall credit Tenant's overpayment amount against Tenant's future monthly installment(s) of Annual Rental payments due, or, at Landlord's discretion, any other amounts then owed by Tenant. If the overpayment is for the last calendar year during the Term, and the Lease has been terminated, and Tenant does not then owe any other amounts hereunder to Landlord, then such overpayment will be promptly paid to the Tenant (and such obligation to pay Tenant shall survive termination/expiration of this Lease). In the event such Operating Expense Reconciliation statement shows an underpayment of Tenant's actual Operating Expenses, Tenant shall pay to Landlord an amount equal to Tenant's underpayment within forty-five (45) days after the date of delivery of such statement to Tenant.
- (4) Landlord shall maintain its books and records with sound accounting practices. Tenant or its representatives shall have the right to inspect Landlord's books of account and records, at reasonable times and in a reasonable manner, during the one-year period following the delivery of the Operating Expense Reconciliation statement for a calendar year, in order to verify the amounts thereof. If Tenant shall in good faith dispute any item or items included in the determination of Tenant's Pro Rata Share of actual Operating Expenses for a particular calendar year, and such dispute is not resolved by the parties hereto within thirty (30) days after Tenant's inspection of Landlord's books of account and records, then either party may, within 60 days thereafter, request that a firm of independent certified public accountants mutually selected by Landlord and Tenant render an opinion as to whether or not the disputed item or items may properly be included in the determination of Tenant's Pro Rata Share of actual Operating Expenses for such year, and the opinion of such firm on the matter shall be conclusive and binding upon the parties hereto. The fees and expenses incurred in obtaining such an opinion shall be borne by the party adversely affected thereby, and if more than one item is disputed and the opinion adversely affects both

parties, the fees and expenses shall be accordingly apportioned. If Tenant shall not dispute any item or items included in the Operating Expense Reconciliation for a particular calendar year within one year after delivery of the Landlord's books of account and records, Tenant shall be deemed to have approved such statement and waived all rights to challenge such amount. If Landlord fails to include in the Operating Expense Reconciliation for any given calendar year any expenses actually incurred by Landlord during that calendar year, Landlord shall be deemed to have waived any right to recover the same from Tenant at a later date.

5. Tenant shall pay when due, directly to the provider, the costs of all maintenance, repair, replacement and utility services required of Tenant under Article 4 herein.

C. Capital Reserve Fee

- (1) Tenant shall pay to Landlord, as part of Annual Rental, a capital reserve fee ("Capital Reserve Fee") in the amount set forth in Section V of the Basic Lease Provisions. Upon Tenant's request not more than once in any calendar year, Landlord shall provide Tenant with an accounting of all expenditures of the Capital Reserve Fee during the past one (1) year (each such year, an "Audited Year"). If Tenant believes that Landlord has not consistently used the entirety of the Capital Reserve Fee for repair and replacement of Capital Improvements throughout the Audited Year, Tenant and Landlord shall determine appropriate building maintenance and improvements to which any unused Capital Reserve Fee shall be applied, with Landlord retaining final reasonable discretion with regard to the application thereof. Tenant shall have no obligation to contribute to Capital Improvements beyond its responsibility to pay the Capital Reserve Fee.
- (2) All other amounts and rights of reimbursement due Landlord under this Lease shall be considered as Additional Rental.

4. Maintenance and Repair

- A. Landlord Obligations. From and after the Commencement Date, Landlord agrees that it shall maintain and operate the Building and the Property as a Class A medical office building, which shall include without limitation the maintenance, repair and replacement of the following (i) Building exterior, roof, roof membrane, foundation, gutters, masonry, exterior walls, windows and signage, including any necessary washing and cleaning; (ii) interior common areas of the Building, including flooring, ceiling and walls; (iii) all aspects of the access points between suites and the common areas,

including doors, frames and glass; (iv) all utility and plumbing infrastructure, including without limitation electricity, gas, water, sanitary sewer, storm sewer, telecommunications and related pipes, valves, wires, conduit and similar improvements, from the public source through the Common Areas and up to and including the applicable the submeter for the Premises; (iv) maintenance, repair and replacement of all HVAC systems serving the Building and Common Areas (except any maintenance or repair of the HVAC unit(s) exclusively serving the Premises, which shall be the responsibility of Tenant as described in subsection B below); (v) all exterior lighting and interior lighting for the Common Areas; (vi) parking lot and sidewalk maintenance and repair, which includes snow removal, sweeping, repaving, restriping and other ordinary maintenance; (vii) exterior landscaping; (viii) pest control other than within the Demised Premises; (ix) fire alarm and suppression systems, including without limitation hydrants, alarms, sprinklers, extinguishers, detectors and all components related thereto, together with regular testing of same (collectively "Landlord's Maintenance Obligations").

- B. Tenant's Obligations Tenant shall keep the interior of the Demised Premises in good order and repair at Tenant's sole expense, including without limitation (i) interior floors, ceilings, walls, doors and window treatments; (ii) maintenance and repair (but not replacement) of any HVAC systems exclusively serving the Demised Premises; (iii) interior lighting; (iv) electricity and plumbing infrastructure located within the Demised Premises, but not including any applicable submeter and those portions of the utility infrastructure located within the Demised Premises but upstream of the submeter; (v) janitorial and waste removal services within the Demised Premises; (vi) pest control within the Demised Premises; and (vii) all other general interior maintenance ordinarily expected of a Tenant in a Class-A commercial office space. Notwithstanding the foregoing, in no event shall Tenant be obligated to make any repairs or replacements within the Demised Premises or otherwise attributable to Tenant above if the same would otherwise constitute a Capital Improvement, which Capital Improvements shall be the responsibility of Landlord and the costs thereof attributed to Tenant pursuant to Section 3.C(1) herein.
- C. Services Will be Free From Interruption. The Landlord warrants that the obligations of Landlord above or elsewhere mentioned in this Lease will be free from interruptions except to the extent caused by war, insurrection, civil commotion, riots, acts of God or the enemy or Government action, lockouts, strikes, picketing whether legal or illegal, failure caused by utility companies or any other cause or causes beyond the reasonable control of Landlord.

Any interruption of service not previously excused shall be deemed a default by the Landlord; provided, however, that Landlord shall not be liable for any loss or damage or expense which Tenant may sustain or incur if either the quantity or character of electrical service or other utility is changed or made unavailable to Tenant, or becomes unsuitable for its requirement by reason of the actions or requirements of the public utility company supplying utility service to the Building, or for any other reason. Notwithstanding the foregoing, if the Demised Premises and/or the Building does not have utility or any other service for a period of thirty (30) consecutive days or longer, regardless of whether such interruption was otherwise excused by the terms of this paragraph, and subject for the provisions for casualty in Section 8 and condemnation in Section 13, Tenant may terminate this Lease by delivering written notice to Landlord, within 30 days of the expiration of this period.

- D. Limits on Use of Services. Tenant shall not install any machinery, equipment or device, nor perform any activity on the Demised Premises that creates a need or demand for, or use of any service provided by Landlord (including, without limitation, heating, air-conditioning, janitorial, water or electrical current) above that which is required for a reasonable tenant to normally conduct the Designated Purpose in the Demised Premises. Tenant shall pay, as Additional Rental, any costs or expenses incurred by Landlord as a result of any such excessive need, demand or use. Landlord is not required, but reserves the right to separately meter Tenant's usage of water, heating, air-conditioning or electrical current, which meter(s) shall be installed and maintained at Landlord's expense.
5. Certain Rights Reserved to the Landlord. The Landlord reserves the following rights:
- A. Reserved.
- B. Signs. To install and maintain a sign, or signs, on the exterior and/or interior of the Building.
- C. Pass Keys. To constantly have pass keys to the Demised Premises, which the Tenant will provide to the Landlord for emergency and other permitted access into the Demised Premises. The Landlord shall not put any of Tenant's locks to the Demised Premises on Landlord's master key without Tenant's written consent.
- D. Access to Demised Premises. To enter upon the Demised Premises to take any and all measures, including inspections of, or repairs, alterations, additions and improvements to the Demised Premises or the Building, as may be deemed necessary or desirable by Landlord for the safety, protection

or preservation of the Demised Premises or the Building or the Landlord's interest, or as may be deemed necessary or desirable by Landlord in the operation of the Building, including the right to show the Demised Premises to prospective tenants, purchasers or others. Except for such access to the Demised Premises that is regularly scheduled (e.g., access to the Demised Premises for planned Tenant Improvements, janitorial services, etc.), all such access must be with at least 1 business day's prior verbal and written notice given to Tenant at the Demised Premises, and such access to occur at times and in such a manner which does not unreasonably interfere with Tenant's business. Access to the Demised Premises by Landlord shall be permitted at all times and without notice to Tenant only if necessary to conduct emergency inspections or repairs, in which case notice shall be given to Tenant of such access as soon as possible. Landlord will be responsible for any and all injuries or damages on account of any access to the Demised Premises permitted under this Section 5 (D). Any permitted access by the Landlord upon the Demised Premises shall be done peaceably and in compliance with laws, and Landlord may exercise any, or all of, the foregoing rights hereby reserved, without Landlord's actions being deemed an eviction or disturbance of the Tenant's use or possession.

- E. Property Manager. Tenant acknowledges that Landlord intends to have the YMCA (as the other prime tenant of the Building) act as the property manager pursuant to a separate agreement with the YMCA. Tenant consents to this relationship, provided (i) such relationship shall not under any circumstances relieve Landlord from its responsibilities under this Lease, including without limitation those set forth in Section 4.A. herein, such that the property manager's failure to perform any obligations shall be a default on the part of Landlord as described in this Lease; and (ii) in the event the YMCA is unable to perform all of Landlord's obligations in a timely and commercially reasonable fashion, Tenant shall give Landlord notice of same and Landlord shall either cause the YMCA to promptly comply with its obligations or replace the YMCA with an experienced commercial property manager.

6. Other Tenant Obligations. Tenant agrees it shall:

- A. Building Rules. To the extent not inconsistent with the terms of this Lease, observe the building rules and regulations and such new or amended reasonable rules and regulations as from time to time may be put in effect by Landlord (at its discretion and with at least thirty (30) days prior written notice to Tenant) for the general safety, comfort and convenience of Landlord, occupants, and tenants of the Building, provided Tenant receives written notice of such reasonable new or amended rules and regulations, and the same apply to all tenants of the Building. Landlord shall enforce any rules and regulations against other tenants in the Building.

- B. Hazardous Substances. Tenant shall not cause or permit any “Hazardous Substance” (as hereinafter defined) to be used, stored, generated, or disposed of on or in the Demised Premises by Tenant, without first obtaining Landlord’s written consent, not to be unreasonably withheld. Subject to the other terms and conditions of this Lease, Tenant’s use, storage, generation or disposal of Hazardous Substances which are customary in, and necessary for the operation of a typical office-based medical practice in Franklin, County, Ohio is hereby permitted so long as such use, storage, generation and disposal is in strict compliance with all pertinent state, federal or local laws governing Hazardous Substances. If any Hazardous Substances are used, stored, generated, or disposed of on or in the Demised Premises by Tenant, or if the Demised Premises or the Building become contaminated in any manner for which Tenant is responsible, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Landlord’s property and reasonable attorneys’ and consultants’ fees) arising during or after the Term as a result of that use, storage, generation, disposal or contamination. As used herein, “Hazardous Substance” means any substance that is toxic, infectious, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Ohio, or the United States Government. “Hazardous Substance” includes, without limitation, asbestos, PCP’s, petroleum, and any material or substances that are defined as “hazardous waste”, “extremely hazardous waste”, or a “hazardous substance” pursuant to state, federal, or local governmental law.
- C. Remove Goods Upon Termination. Upon the termination of this Lease in any manner whatsoever, remove Tenant’s moveable goods and effects, and trade fixtures, and those of any other persons claiming under Tenant and quit and deliver up possession of the Demised Premises to Landlord peaceably and quietly, in as good order and condition as the same is on the Commencement Date, or may hereafter have been improved by Landlord or Tenant, reasonable use and wear thereof, damage by fire or casualty, and any repairs which are Landlord’s responsibility herein excepted. Goods and effects not removed by Tenant at the termination of this Lease shall be considered abandoned and Landlord may dispose of the same as it deems expedient, and offset any proceeds against amounts owed to Landlord by Tenant, but Tenant shall promptly, upon demand, reimburse Landlord for any expenses incurred by Landlord in connection therewith. All alterations, installations, additions, fixtures, improvements and floor covering made and installed by Tenant, other than trade fixtures, furniture and moveable fixtures, shall remain Landlord’s property, and Tenant shall be responsible for the cost and maintenance thereof, normal wear and tear and damage by fire and casualty excepted.

- D. No Signs Without Consent. Not place signs, advertisements or notices on the outside walls, windows or roof of the Building or the Demised Premises, except on doors of the Demised Premises and on the wall adjacent to Tenant's front door or near the elevator which opens into the Demised Premises and as otherwise agreed to with the Landlord, with letter, size, color, style and text approved by Landlord.
- E. Alterations. Not make or install any alteration, installation, addition, improvement, floor covering or fixture in or to the Demised Premises in excess of \$25,000 in value, whether deemed to be structural or nonstructural, without the prior written approval of Landlord, which approval shall not be unreasonably withheld. With Landlord's approval, Landlord shall indicate if the Alterations must be removed at termination, and the Demised Premises restored to its condition prior to the Alteration. Notwithstanding the \$25,000 limitation above, no structural or exterior alteration or change may be made by Tenant without Landlord consent.
- F. Discharge Mechanics Liens. At its own expense, cause to be discharged or bonded within 30 days of the filing thereof, any mechanic's lien filed against the Demised Premises or the Building, for work claimed to have been furnished to or on behalf of Tenant.
- G. Floor Load, Noise and Vibrations. Not place a load upon any floor of the Demised Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord certifies that the office floors, excluding restrooms, will carry a minimum of seventy-five (75) pounds per square foot live load which includes allowance for partition load. Landlord reserves the right to prescribe the weight and position of all safes and heavy installation which Tenant wishes to place in the Demised Premises, so as properly to distribute the weight thereof.
- Business machines and any other equipment or items belonging to Tenant, or services provided in the Demised Premises which cause vibration, noise, electromagnetism or other similar phenomena that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Building, shall be prohibited, or, if appropriate, placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration, and Tenant shall take such corrective measures as are necessary to eliminate noise, electromagnetism and other similar phenomena which are disruptive of the conduct of business of the Landlord or other tenants.
- H. Care of Demised Premises. At its own expense, comply with all laws, orders, ordinances and regulations of federal, state, county and municipal authorities

and with any direction made pursuant to law of any public officer or officers which shall, with non-compliance, impose any violation, order or duty upon Landlord or Tenant, arising from Tenant's use of the Demised Premises or from conditions which have been created by or at the instance of Tenant or required by reason of a default of any of Tenant's covenants or agreements hereunder; provided, however, that any Capital Improvements (including without limitation compliance with the ADA) shall be the sole responsibility of Landlord.

- I. Invalidate or Increase Insurance. Not do or permit to be done any act or thing upon the Demised Premises which will invalidate or be in conflict with the terms of Landlord's fire, boiler, sprinkler and general liability or property insurance; and Tenant shall, at its own expense, comply with all rules, regulations and requirements of the National Board of Fire Underwriters or any state or other similar body having jurisdiction and shall not knowingly do or permit anything to be done upon the Demised Premises, or bring or keep anything therein, or use the Demised Premises in a manner in violation of said rules, regulations or requirements.

7. Assignment, Subletting and Recapture.

- A. Generally. Tenant will not sell, assign, sublease, mortgage or transfer this Lease, or allow any sale, assignment, sublease, mortgage or transfer of the Demised Premises, or any lien upon the Tenant's interest by operation of law or otherwise, without the prior written consent of the Landlord, except that Tenant may freely assign this Lease or sublet all or part of the Demised Premises, upon written notice to Landlord, to any person or entity under common control with Tenant.
- B. Tenant's Request to Sublease. Should Tenant desire to sublet, assign, mortgage or transfer its interest in the Demised Premises or any part thereof, other than as permitted under Section 7 (A) above, Tenant shall, by written notice, so advise Landlord of its request and the desired effective date, which shall not be less than thirty (30) days after the date of Tenant's notice and in such event, Landlord, by giving written notice to Tenant within the aforesaid thirty (30) day period, either consent to, or decline to consent to, such requested sublease, assignment, mortgage or transfer, and failure to provide such consent within the thirty (30) day time period shall be deemed to constitute Landlord's approval of same. Any sublease, assignment, mortgage or transfer by Tenant hereunder shall not release or discharge Tenant of or from any liability, whether past, present or future, under this Lease, and Tenant shall continue fully and primarily liable thereunder and act as a guarantor of the sublessee's, assignee's, mortgagee's or transferee's (collectively "Demised Premises Transferees") performance during the Term of this Lease. The Demised Premises Transferee shall agree to comply with

and be bound by all the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution, an executed copy of each sublease, assignment, mortgage or transfer, and an agreement of compliance of each Demised Premises Transferee, the form of which shall be prior approved in writing by the Landlord. All rent or other additional payments in excess of Tenant's Annual Rental or Additional Rental payments due hereunder may be retained by Tenant.

8. Casualty. In case of damage to the Demised Premises or the Building by fire or other casualty, Tenant shall give immediate written notice to Landlord, who shall, subject to the terms of the Ground Lease, thereupon cause the damage to be repaired with reasonable speed, at the expense of Landlord, subject to delays which may arise by reason of adjustment of loss under insurance policies and for delays beyond the reasonable control of Landlord, and to the extent that the Demised Premises are rendered untenable, the Annual Rental and applicable Additional Rental shall proportionately abate. Subject to *force Majeure*, if such repairs are not commenced within thirty (30) days of the date of damage, then Tenant may terminate this Lease effective as of the date of damage without further liability to Landlord for the payment of Annual Rental or applicable Additional Rental accruing under this Lease after the date of casualty, provided that Tenant must give notice to Landlord of their intent to terminate this lease, and Landlord may, at their discretion, have an additional thirty (30) day cure period. In the event the damage shall be so extensive that Landlord shall decide not to repair or rebuild, this Lease shall, at the option of Landlord or Tenant, be terminated as of the date of such damage by written notice from one party to the other, given within thirty (30) days after the date of such damage, and the rent shall be adjusted to the date of such termination and Tenant shall thereupon promptly vacate the Demised Premises.
9. Insurance; Waiver of Claims and Subrogation; Indemnity.
- A. Landlord's Obligations Commencing as of the Commencement Date, and thereafter throughout the term, Landlord shall, at Landlord's initial cost and expense, provide and maintain or cause to be provided and maintained a property insurance policy insuring all common area improvements situated on the common area land for all the hazards and perils normally covered by the Causes of Loss-Special Form. The foregoing property coverage shall be provided in amounts sufficient to provide one hundred percent (100%) of the full replacement cost of all such Common Area improvements. 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 commercial general liability policy, naming Landlord as insured (and naming Tenant as an additional insured as their interests may appear, such additional insured's coverage under Landlord's commercial liability policy to be primary), protecting Landlord and

any additional insureds (including Tenant) against claims against bodily injury (including death) and property damage occurring upon, in or about the common areas. Such insurance shall afford protection to the limits of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) with respect to property damage for fire liability. In addition to the foregoing, Landlord shall maintain five million dollars (\$5,000,000) "umbrella" coverage applicable to the common area. 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 the Landlord as insured and Tenant as an additional insured as their interests appear. Tenant shall reimburse Landlord in the amount of Tenant's Pro Rata Share of Operating Expenses for Landlord's expenses in procuring and maintaining the policies of insurance required hereunder.

- B. Tenant to Provide General Liability Coverage. Tenant, at its expense, shall maintain during the term of this Lease one or more policies of comprehensive general liability insurance that shall insure against any liability or claim for bodily injury, wrongful death or property damage, and that, together with any umbrella policy or other excess liability coverage, shall afford insurance coverage of not less than \$2,000,000 combined single limits. Each such policy shall name Landlord and any designee of Landlord as an additional insured, and shall provide that it may not be canceled or permitted to lapse or the coverage thereunder decreased except upon not less than 30 days' prior written notice to Landlord and any designee of Landlord. Each such policy shall be issued by one or more insurance companies that are licensed to write such insurance in the State of Ohio, with a rating of A or better in "Best's Insurance Guide. Upon the Commencement Date and also not later than thirty (30) days prior to the expiration date of each such policy, Tenant shall furnish to Landlord one or more certificates of insurance evidencing such coverage. If Tenant should fail to procure or maintain such insurance or to furnish to Landlord any such certificate of insurance when due, then Landlord shall have the right (but not the obligation), at its option, to obtain such insurance for the account of Tenant; and the cost thereof shall be paid to Landlord as Additional Rental upon the receipt by Tenant of an invoice.
- C. Landlord Not Liable for Tenant Property. Tenant agrees that Landlord and its Building manager and their respective officers, directors, agents, employees, contractors, sublessees, licensees, or invitees shall not be liable to Tenant for any damage to or loss of personal property located in the Demised Premises, or for injuries to persons unless and to the extent such damage, loss or injury is the result of the negligence, intentional misconduct of this Lease by Landlord, or by its Building manager, and their respective officers, directors, agents, employees, contractors, sublessees, licensees, or invitees.

- D. Self Insurance. Anything in this Lease to the contrary notwithstanding, Tenant may self-insure all or a part of the insurance required of Tenant hereunder pursuant to a bona-fide program of self-insurance or through a captive insurance agency provided Tenant maintains a net worth of at least \$100 million. In such case, in lieu of any certificate of insurance coverage required of Tenant under the foregoing provisions of Section 9, Tenant shall provide, upon periodic written request from Landlord, written evidence of such self-insurance coverage in the form of a letter describing same that has been signed by an officer of Tenant.
- E. Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant and all parties claiming by, through or under each of them, hereby waive any and all rights of recover, claim, action or cause of action, against the other, and such other's agents, officers, or employees, for any loss or damage that may occur to the Demised Premises, or any improvements thereto, or to the Building, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause to the extent actually insured against under the terms of the insurance policies referred to in this Section 9, regardless of cause or origin, including negligence, intentional misconduct or breach of this Lease by the other party hereto, its agents, officers or employees, and each covenants that no insurer shall hold any right of subrogation against such other party.
- F. Indemnity. Landlord hereby agrees to indemnify and hold Tenant harmless from all liability, loss and expense resulting from (i) Landlord's breach of its obligations under this Lease; or (ii) the negligence or willful misconduct of Landlord or its employees, agents or contractors; provided, however, that the foregoing obligations of Landlord shall not apply to the extent any of the liability, loss or expense is the direct result of the negligence or willful misconduct of Tenant or its employees, agents or contractors. Tenant hereby agrees to indemnify and hold Landlord harmless from all liability, loss and expense resulting from (i) Tenant's breach of its obligations under this Lease; or (ii) the negligence or willful misconduct of Tenant or its employees, agents or contractors; provided, however, that the foregoing obligations of Tenant shall not apply to the extent any of the liability, loss or expense is the direct result of the negligence or willful misconduct of Landlord or its employees, agents or contractors.
10. Default. All rights and remedies of the Landlord herein enumerated shall be cumulative, and one shall not exclude any other right or remedy allowed under this Lease, at law or in equity.
- A. Generally. The following shall be events of Tenant's default hereunder:

- (1) Bankruptcy. If any voluntary or involuntary petition, or similar pleading under any section or sections of the bankruptcy act shall be filed by or against the Tenant, or any voluntary or involuntary proceedings in any court or tribunal shall be instituted to declare the Tenant insolvent or unable to pay the Tenant's debts, and in the case of any involuntary petition or proceeding, if the petition or proceeding is not dismissed within 90 days from the date it is filed, the Landlord may elect, but is not required to elect, to forthwith terminate this Lease (with notice of such election, entry or other action by the Landlord), and notwithstanding any other provision of this Lease, the Landlord shall forthwith upon such termination be entitled to recover damages in the amount equal to the then present value of all rent due hereunder for the residue of the stated term hereof, as an unsecured creditor, which present value shall be determined using a discount rate as determined by the bankruptcy court.

- (2) Failure to Pay Rent; Other Defaults. Each of the following shall constitute an "Event of Default.": If the Tenant: (a) fails to make full payment of Annual Rental, Additional Rental or any other scheduled payment within five (5) days following the due date or any other additional rent payment required to be paid by Tenant under this Lease within ten (10) days following receipt of written notice from Landlord, provided that the first time this occurs during any one (1) year period of the Lease term, it shall not be considered a default if payment is made within ten (10) days of Tenant's receipt of written notice from Landlord, or (b) if the Tenant defaults in the prompt and full performance of any other provision of this Lease, and if the Tenant does not cure the default of said other provision within thirty (30) days after receipt by Tenant of written demand by Landlord that the default be cured and if such default cannot be cured within such thirty (30) day period, Tenant shall not be in default as long as Tenant commences to cure the default within thirty (30) days and diligently works to cure the default (unless the default involves a hazardous condition, which shall be cured forthwith upon the Landlord's demand), or (c) if the leasehold interest of the Tenant be levied upon under execution or be attached by process of law, or (d) if the Tenant makes an assignment for the benefit of creditors, or (e) if a receiver be appointed for any property of the Tenant or Tenant admits in writing its inability to pay its debts when due, or (f) if the Tenant abandons the Demised Premises, then, and in any such event (defined in Sections 10(A)(2)(a) through (f)), the Landlord may, if the Landlord so elects, either forthwith terminate this Lease and the Tenant's right to possession of the Demised Premises, or without terminating this Lease, forthwith terminate the Tenant's right to possession of the Demised Premises.

- B. Tenant to Surrender Possession of Demised Premises. Upon any termination of the Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession without termination of the Lease, the Tenant shall surrender possession and vacate the Demised Premises immediately and deliver possession thereof to the Landlord, in the same condition as when the Term began (normal wear and tear, damage by fire or other casualty and Landlord's repair obligations, excepted), and Tenant hereby grants to the Landlord full and free license to enter into and upon the Demised Premises in such event, with process of law, and to repossess the Demised Premises and to expel or remove the Tenant and any others within the Demised Premises, and to remove any and all property therefrom in compliance with applicable law as may be necessary, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, and relet the Demised Premises. The right to reclaim possession of the Demised Premises shall be Landlord's sole remedy for Tenant's default except as otherwise expressly provided in this Lease.
- C. Landlord's Default. Landlord shall be in default hereunder if Landlord fails to promptly and fully perform any of its obligations under this Lease and such failure continues for thirty (30) days after Tenant's delivery of written notice of same; provided, however, that if such default cannot be cured within such thirty (30) day period, Landlord shall not be in default as long as Landlord commences to cure the default within thirty (30) days and diligently works to cure the default (unless the default involves a hazardous condition, which shall be cured forthwith upon the Tenant's demand). In the event of Landlord's default, Tenant shall be entitled to any and all rights and remedies available to a tenant at law or in equity, including without limitation the right to set off any amounts owed Tenant against Annual Rental or Additional Rental owed hereunder.
11. Notices. All bills, statements, notices or communications which Landlord may desire or be required to give to Tenant shall be deemed sufficiently given, delivered or rendered, if in writing and either delivered to Tenant if sent by registered or certified mail, or by a nationally recognized overnight delivery service addressed to Tenant at the Demised Premises, effective on the date of personal delivery or, if mailed, two calendar days after the date deposited in the mail as herein provided. Any notice by Tenant to Landlord must be served by registered or certified mail to the proper party at the addresses below. Such notice to Landlord shall be effective two days after the date deposited in the mail as herein provided. All payments of rent due hereunder from Tenant shall be received by the due date thereof and sent to the Address for Rent. The Landlord may change the address for its notice or the Address for Rent upon written notice to Tenant in conformance with this section.

if to TENANT:

if to LANDLORD:

OhioHealth Corporation
 Attn: System Vice President,
 Real Estate & Construction
 3430 OhioHealth Parkway
 Columbus, Ohio 43202

YMCA
 1470 Davidson Drive
 Reynoldsburg, Ohio 43068

with copy to:
 Senior Vice President & General Counsel
 OhioHealth Corporation
 3430 OhioHealth Parkway
 Columbus, Ohio 43202

with copy to:
 City of Reynoldsburg
 Attn: City Attorney
 7232 E. Main Street
 Reynoldsburg, Ohio 43068

12. Holding Over, Attornment and Landlord's Title:

- A. Generally. Should Tenant continue to occupy the Demised Premises after the expiration of the Term or any renewal or renewals thereof, then Tenant shall have a one-time option to extend the term of this lease for an additional four months at an Annual Rental equal to one hundred and ten percent (110%) of that of the prior term, subject to Tenant providing notice of same to Landlord at least ninety (90) days prior to the expiration of such term. Notwithstanding the above, if Landlord and Tenant are negotiating a new Lease, then Tenant shall not be considered a holdover Tenant for rental purposes, unless otherwise specified by Landlord, and Tenant shall continue to pay rent in the same amount as was being paid at the time the Lease expired.
- B. Subordination of this Lease and Tenant's Rights. This Lease and all rights of Tenant hereunder are subject and subordinate to all current ground or underlying leases and ground leases, and to any current mortgage or mortgages, blanket or otherwise, fee or leasehold, under which the Landlord is a party or obligor (collectively "Prior Encumbrances"), which now affect the real property of which the Demised Premises form a part, and to any and all renewals, modifications, consolidations and extensions of such Prior Encumbrances; provided, however, that Landlord will provide to Tenant upon execution of this Lease a commercially reasonable nondisturbance agreement from the holder of any such Prior Encumbrances. Tenant shall, upon demand, at any time or times execute, acknowledge and deliver to Landlord without expense to Landlord, any and all reasonable instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to any future ground or underlying leases and ground leases, and to any future mortgage or mortgages, blanket or otherwise, fee or leasehold, under which the Landlord is a party or obligor; provided, however, that such instruments shall contain a commercially reasonable

nondisturbance agreement. Tenant covenants and agrees, in the event any proceedings are brought for the foreclosure of any such mortgage, to attorn to the purchaser upon any such foreclosure sale, if so requested to do by such purchaser and to recognize such purchaser as the Landlord under this Lease provided such purchaser does not disturb this Lease.

Tenant and Landlord further agree, however, that if so requested by any mortgagee of Landlord that this Lease be made superior to the mortgage of said mortgagee, that they will execute such documents as may be required by such mortgagee to effect the superiority of this Lease to such mortgagee.

13. Condemnation. If the whole, or the substantially whole, of the Building or of the Demised Premises or the common areas shall be lawfully condemned or taken in any manner for any public or quasi-public use or purpose, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of taking of possession for such use or purpose. If less than the whole, or substantially the whole, of the Building or of the Demised Premises or the common areas shall be so condemned or taken, then Landlord or Tenant (whether or not the Demised Premises be affected) may, at its option, terminate this Lease and the term and estate hereby granted as of the date of the taking of possession for such use or purpose, by notifying the other party in writing of such termination. Upon any such taking or condemnation and the continuing in force of this Lease as to any part of the Demised Premises, the Annual Rental shall be diminished by an amount representing the part of the said Annual Rental properly applicable to the portion of the Demised Premises, appurtenant common areas or amenities, which may be so condemned or taken, and Landlord shall, at its expense, proceed with reasonable diligence to repair, alter, and restore the remaining part of the Building and the Demised Premises to substantially their former condition to the extent that the same may be feasible. Landlord shall be solely entitled to the proceeds of any such condemnation or taking, except and to the extent of any amounts Tenant can prove it is eligible for.
14. Quiet Enjoyment. Landlord covenants that upon Tenant's paying the Annual Rental, Additional Rental and all other rent and payments due hereunder, and observing and performing all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Demised Premises free from interruption by Landlord, subject, nevertheless, to the terms and conditions of this Lease. Landlord further covenants that it shall take appropriate steps to ensure that the Building contains such sound and noise suppression improvements as may be necessary to prevent any noise generated by neighboring tenants (including without limitation that generated by the YMCA gymnasium) from being heard within the Demised Premises.
15. Limitation on Tenant's Right to Terminate. In the event of any act or omission by Landlord which would give Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant will not exercise any such right until: (A) it has given

written notice of such act or omission to the Landlord (and the holder of any first mortgage affecting the Building or the land upon which it is erected, whose name and address shall have been furnished to Tenant in writing, by delivering such notice of such act or omission addressed to such holder at the last address so furnished); and (B) a period of not less than sixty (60) days for remedying such act or omission shall have elapsed following such giving of notice, provided the Landlord or any such holder, following the giving of such notice, may have an additional thirty (30) days after the original thirty (30) day period if Landlord or any such holder is diligently attempting to remedy such act or omission, and the same has not been so remedied by the end of the original thirty (30) day period.

Landlord's liability to Tenant, or any third party who may be seeking damages from Landlord through Tenant in connection with this Lease, for any default, act or omission for which Landlord is liable in connection with this Lease, is limited to Landlord's interest in the Building, and Tenant, and any third party who may be seeking damages from Landlord through Tenant, is precluded from, and hereby releases Landlord from any liability for damages in excess of the value of Landlord's interest in the Building.

16. Estoppel Certificate. Tenant agrees at any time, and from time to time, upon not less than twenty-one (21) days prior notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating the modification), and the dates to which the Annual Rental, Additional Rental and other charges have been paid, and stating whether or not to the best knowledge of the signer of such certificate, Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser or lessee of the Building, or of the Building and the land upon which it is erected, any mortgagee or prospective mortgagee thereof, or any prospective assignee of any mortgage thereof. Tenant also agrees to execute and deliver from time to time such reasonable estoppel certificates as an institutional lender may require with respect to this Lease.
17. "Tenant" Defined: The word "Tenant", wherever used in this Lease, shall be construed to mean "Tenant" in all cases where there is more than one Tenant, and the necessary grammatical changes required to make the provisions hereof apply to corporations, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns, provided that this Lease shall not inure to the benefit of any assignee, heir, legal representative, transferee, mortgagee or successor of Tenant, except upon the express written consent or election of Landlord. If there is more than one

person or entity who is the Tenant, then each such person and/or entity shall be jointly and severally liable under the terms of this Lease.

18. Law of Ohio to Govern. This Lease shall be governed by the Laws of the State of Ohio. This Lease contains the entire agreement between the parties, and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought. Exclusive venue with respect to any actions initiated by either party against the other shall be the appropriate federal, state or local court located in Columbus, Franklin County, Ohio.
19. Short-form Lease: The parties hereto mutually agree that this Lease shall not be recorded, but upon the written request of either one to the other, a short form of this Lease in recordable form for filing and recording in the office of the Recorder of Franklin County, Ohio, which short form of Lease shall be in conformance with 5301.251, Ohio Revised Code, shall be promptly executed, acknowledged and delivered by both parties. Such Short-Form Lease may be recorded by either party.
20. Miscellaneous. The headings and titles herein are for the convenience of the reader and shall not be used to interpret this Agreement. The invalidity or unenforceability of any term or provision herein shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement. Each schedule, attachment and exhibit referred to in this Lease is hereby incorporated into this Lease as though fully rewritten.
21. Corporate Authority; Partnership Authority. Landlord and Tenant each represents and warrants that it has full authority to enter into this Lease on the terms and conditions hereof.
22. Survival. All representations and warranties of Landlord and Tenant shall survive the termination of this Lease.
23. Time is of the Essence. Time is of the essence with respect to each parties performance of its obligations or rights under this Lease.
24. Waivers. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.
25. Parking. Tenant shall have the non-exclusive right to use (for itself and its invitees) up to five (5) parking spaces for every one-thousand (1,000) square feet of the Demised Premises, such parking to be located in the shared parking lot immediately adjacent to the Demised Premises and as otherwise agreed upon by Landlord and

Tenant. Tenant shall also have the exclusive use of an appropriate number of handicap parking spaces as required by local zoning code or other similar ordinances, again to be placed in a location mutually acceptable to Landlord and Tenant. Parking will include associate parking, as well as dedicated parking for patients in close proximity to the Demised Premises, as depicted on Exhibit E hereto.

26. Access. Tenant shall have its own dedicated entrance to the Building for all patient and associate activities, which access shall be controlled solely by Tenant. Tenant shall also have direct access to the adjacent YMCA facilities to supplement services provided by Tenant, which access shall be controlled by Landlord. Services provided to Tenant and its invitees by the YMCA, if any, shall be set forth in a separate agreement between Tenant and the YMCA.
27. Tenant's Signage. Landlord shall, at Landlord's sole cost, construct, install and maintain the following signage on behalf of Tenant: (i) appropriate directional signage at the main entrance of the development and off of Main Street; and (ii) exterior signage on the façade of the building in form and substance easily visible to all potential patients and visitors and otherwise acceptable to Tenant. All signage installed pursuant to this section 27 shall in all events comply with applicable governmental requirements as well as OhioHealth signage guidelines.
28. Broker. Tenant acknowledges that it has not retained any broker to represent Tenant in connection with the negotiation of this Lease. Landlord and Tenant each expressly agree and covenant to hold the other party harmless and to defend such other party from any claims, threatened or asserted, by any broker, finder or agent claiming under or through such covenanting party in connection with the negotiation and execution of this Lease.

ATTACHMENTS, SCHEDULES AND EXHIBITS TO BE MADE A PART HEREOF:

- Exhibit A – Depiction of the Demised Premises
- Exhibit B – Reserved
- Exhibit C – Confirmation of Lease Term
- Exhibit D – Initial Construction and Tenant Improvements
- Exhibit E – Parking
- Exhibit F – Heating and Cooling Standards
- Exhibit G – Additional obligations

EXHIBIT A - TENANT'S FLOOR PLAN

Attachment: Lease Agreement (OhioHealth - Reynoldsburg YMCA) - #11126177 v9 (Ohio Health Lease)

EXHIBIT B - RESERVED

Attachment: Lease Agreement (OhioHealth - Reynoldsburg YMCA) - #11126177 v9 (Ohio Health Lease)

B-1

EXHIBIT C - CONFIRMATION OF LEASE TERM

Pursuant to Section IV and V of the Basic Lease Provisions of the Lease Agreement ("Lease") entered into as of _____, by and between the City of Reynoldsburg, Ohio, as Landlord, and OhioHealth Corporation as Tenant, and for the purpose of memorializing the exact dates of commencement and termination of the Lease and the exact periodic rental payments, Landlord and Tenant hereby confirm and agree that:

1. The Commencement Date under the Lease is _____;
2. The Annual Rental for the First Lease Year under the Lease is \$ _____, with the first monthly installment of such Annual Rental being due _____, 201__ in the amount of \$ _____, and the following monthly installments of such Annual Rental being due on the first day of each successive calendar month thereafter, beginning _____, 201__, in the amount of \$ _____.
3. The final square footage of the Demised Premises is _____ and the final square footage of the Building is _____. Tenant's Prorata Share for purposes of Item VI of the Basic Lease Provisions is _____.
4. The Demised Premises, as constructed, is depicted on Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Confirmation of Lease Term as of the _____ day of _____, 201__.

LANDLORD:

The City of Reynoldsburg, Ohio

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

OhioHealth Corporation

By: _____

Name: _____

Title: _____

Date: _____

Attachment: Lease Agreement (OhioHealth - Reynoldsburg YMCA) - #11126177 v9 (Ohio Health Lease)

ACKNOWLEDGEMENTS

STATE OF OHIO }
 }ss:
COUNTY OF FRANKLIN }

BE IT REMEMBERED, that on the _____ day of _____, 201__, before me as Notary Public in and for said State, personally appeared _____, the _____ of the Landlord in the aforementioned Lease, who acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

Notary Public

STATE OF OHIO }
 }ss:
COUNTY OF FRANKLIN }

BE IT REMEMBERED, that on the _____ day of _____, 201__, before me as Notary Public in and for said State, personally appeared _____, the _____ of the Tenant in the aforementioned Lease, who acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.

Notary Public

Attachment: Lease Agreement (OhioHealth - Reynoldsburg YMCA) - #11126177 v9 (Ohio Health Lease)

EXHIBIT D - CONSTRUCTION AND TENANT IMPROVEMENTS

Exhibit A - Reynoldsburg Community Center - Work Letter
 Division of work between "City of Reynoldsburg" and OhioHealth
 June 14, 2018

| Item | Shell Building | Tenant Improvement |
|----------------------------|--|---|
| Site | <p>a. All site related hardscape, landscaping, amenities, lighting, walkway, and trash enclosures (if required) are in accordance with conceptual building plan, elevations and site plans.</p> <p>b. Site lighting fixtures, poles and building up lighting</p> <p>c. Parking area and quantities as defined by the LOI.</p> | <p>a. No requirement.</p> <p>b. No requirement.</p> <p>c. No requirement.</p> |
| Envelope | <p>a. Stud framing, insulation and drywall on the interior side of the exterior walls (drywall to be mud, tape and ready for paint).</p> <p>b. Roof installation complete including associated roof drains, insulation, copings, etc.</p> <p>c. Curtainwall and/or metal panel per the documents along with all associated sheathing, caulking, waterproofing, etc., for a complete watertight installation.</p> | <p>a. No requirement.</p> <p>b. No requirement.</p> <p>c. No requirement.</p> |
| Interior Partitions | <p>a. No requirement.</p> <p>b. No requirement</p> | <p>a. Construct gypsum board partitions to the underside of the ceiling grid or to deck as required by the Tenant's space plan and code. Finish as desired.</p> <p>b. Tenant shall provide sound batt and drywall as required for tenant space.</p> |
| Core/Common Area Walls | <p>a. Furnish and install gypsum board at core/common area walls. Tape, sand and painted.</p> <p>b. Construct gypsum board partitions required for core services such as stairwells, telephone/electric rooms, toilet rooms, janitor closets and mechanical shafts (as/if required pending design evolution). Tape, sanded and painted.</p> | <p>a. No requirement</p> <p>b. No requirement</p> |
| Floor Covering | <p>a. Provide smooth troweled concrete slabs, ready for finish. Installation to be coordinated with Tenant plumbing installation.</p> <p>b. No requirement</p> | <p>a. Furnish and install floor coverings and base as desired by tenant.</p> <p>b. Provide other tenant specific floor finishes (access flooring, etc.) as desired by tenant.</p> |
| Doors, Frames and Hardware | a. Furnish, install and finish at base building rooms. | a. Furnish, install and finish at TI rooms. |

| Item | Shell Building | Tenant Improvement |
|----------------------------------|--|--|
| Window Blinds | a. No requirement | a. Other special window coverings as required by Tenant. Any power or rough-in requirements to be communicated for Core build-out. |
| Fire Extinguishers | a. Furnish and install two extinguishers with cabinets. | a. Furnish and install additional fire extinguishers and cabinets as required by code and space layout. |
| Signage | a. Furnish and install tenant identification signage to match building standard and in accordance with OhioHealth standards, general identification/directional signage at toilet rooms, exit stairwells, egress pathways and mechanical rooms. b. Monument sign per OhioHealth standards, materials to be similar to building façade. | a. Furnish and install tenant specific signage within space and as desired by code. |
| Roof | a. Single ply mechanically fastened system. | a. All penetrations shall be coordinated/completed by the shell/LL roofing subcontractor and per manufacturer requirements. |
| Plumbing | a. Furnish and install complete plumbing in core toilet rooms. (Need to understand final scope and if there will be common toilet rooms). b. Furnish and install electric water cooler(s) adjacent to restrooms. c. Utilities of sufficient size to be stubbed into tenant area including sanitary, water and gas. d. No requirement. | a. No requirement b. No requirement. c. Extend services as required by Tenant space plan. d. Furnish and install convenience sinks, water supply to coffee/ vending areas, private toilet rooms, hot water heaters, etc. as required by the Tenant. |
| Fire Protection Sprinkler System | a. Furnish and install complete fire suppression system upright sprinkler heads within the bar joist space throughout the tenant space at approximately one head per 196 square feet. (designed and sized to accommodate maximum density requirements for build out of the shell space) | a. Relocate, add or turn down sprinkler heads for proper coverage as dictated by the Tenant's space plan and code requirements. |
| HVAC | a. Package RTU system will be provided; Heating and cooling requirements shall be in accordance with local codes and ASHRAE. Units will be of sufficient size for a medical office building and include gas preheat. | a. Install separate air conditioning units for non-standard loads as/if required. |

| Item | Shell Building | Tenant Improvement |
|------------|---|--|
| | <p>b. Furnish and install primary trunk ducts from air handlers to space to provide code minimum heating/cooling.</p> <p>c. Furnish and install base building temperature control and energy management systems.</p> <p>d. Provide exhaust systems for base building spaces as required.</p> | <p>b. Furnish and install fire/smoke dampers at rated tenant walls. Extend or rework existing secondary supply and return ductwork to accommodate Tenant space plan. Furnish and install additional VAV boxes as needed, furnish and install secondary ductwork, diffusers, fire dampers, etc., for interior and exterior zones.</p> <p>c. Tenant shall coordinate and provide connection points with shell energy management systems.</p> <p>d. Furnish and install exhaust systems for conference rooms, etc. desired by Tenant.</p> |
| Electrical | <p>a. Furnish and install 277/480 volt power and 120/208 volt panel of sufficient amperage for a medical office building of this size.</p> <p>b. No requirement.</p> <p>c. Furnish and install telephone riser conduits to the telephone/ electric rooms (pending final design).</p> <p>d. No requirement.</p> <p>e. Furnish and install fire alarm system as required by code.</p> <p>f. If a generator is available for the facility, provide power and lighting sufficient to be able provide services.</p> <p>g. Furnish and install of light switches to meet current code in base building rooms.</p> <p>h. Shell security and access control systems at exterior doors</p> | <p>a. Furnish and install convenience outlets as desired.</p> <p>b. Furnish and install floor outlets as required.</p> <p>c. Furnish and install wiring distribution including terminal room if required by Tenant's telephone and low voltage systems.</p> <p>d. All added or future VAV boxes to provided and wired by Tenant.</p> <p>e. Furnish and install additional fire alarm devices as required by Tenant's space plan. Tenant to provide connection points to shell fire alarm system.</p> <p>g. Light switches to meet current code.</p> <p>h. Tenant to coordinate with shell building controls.</p> |
| Lighting | <p>a. Furnish and install 277 volt lighting power panels: 6 watts per USF to be provided for power and lighting.</p> <p>b. No requirement.</p> <p>c. Furnish and install exit lights at stairwells and exterior doors.</p> <p>d. Furnish and install lighting in shell and common area building rooms.</p> | <p>a. Furnish and install light fixtures as required by the space plan. Furnish and install light switches.</p> <p>b. Furnish and install accent lighting and other special lighting as required by Tenant.</p> <p>c. Furnish and install additional exit lights as dictated by the space plan.</p> <p>d. No requirement.</p> |

EXHIBIT F - HEATING AND COOLING STANDARDS

1. During the Building's Regular Business Hours, between 78°F and 70°F as follows: 78°F or less dry bulb and 50% relative humidity when outside temperatures are 110°F dry bulb and 100°F wet bulb and at least 70°F dry bulb if outside temperatures are 0°F dry bulb.
2. HVAC service may be reduced only if mandatory law is issued by public authorities.
3. Temperature fluctuations between spaces in the Premises shall be determined by requested set points on respective zones (determined by Tenant-requested zone control).
4. Tenant may install supplemental HVAC systems at its discretion and subject to Landlord approval. Supplemental cooling is provided by a condenser loop for 24 hour cooling capabilities at a reasonable additional charge.

EXHIBIT G

| SERVICE CATEGORY | SCOPE OF SERVICE | TENANT | LANDLORD | YMCA | NOTES |
|--------------------------------|---|--------|----------|------|-------|
| REPAIRS AND MAINTENANCE | Building – Exterior (roof, structure, foundation, gutters, masonry, exterior walls, windows, etc.) | | X | X | |
| | Building – Interior common areas (flooring, ceiling, walls, etc.) | | X | X | |
| | Building – Interior suite (flooring, ceiling, walls, window treatments, etc.) | X | | | |
| | Door maintenance, exterior, non-dedicated to suite, between suite & YMCA | | X | X | |
| | Door maintenance, exterior and dedicated to suite | X | | | |
| | Door maintenance, interior to suite | X | | | |
| | Electrical, remainder of the building (main panel and wiring to the subpanel) | | X | X | |
| | Electrical, dedicated to the suite (subpanel and downstream) | X | | | |
| | Heating and cooling serving the remainder of building (initial installation of unit - building project) | | X | X | |
| | Heating and Cooling dedicated to the suite (maintenance, repairs and filter changes) | X | | | |
| | Lighting – exterior and remainder of building for interior | | X | X | |
| | Lighting – interior to the suite | X | | | |
| | General Maintenance – keyboard trays, wheelchairs, task chairs, etc. | X | | | |
| | Plumbing - Fixtures and drains, not dedicated to the suite | | X | X | |
| | Plumbing - Fixtures and drains within the suite | X | | | |
| | Roof garden maintenance and repairs | | X | X | |
| | Parking lot management – repairs, sweeping, trash pick-up | | X | X | |
| | Sidewalks – repairs and cleaning | | X | X | |
| | Signage - exterior (coordination/installation) | | X | X | |
| PURCHASED SERVICES | Janitorial services and supplies within suite | X | | | |
| | Landscaping | | X | X | |
| | Parking lot sweeping | | X | X | |
| | Pest control – exterior & remainder of building | | X | X | |
| | Pest control – within suite, reactive | X | | | |
| | Pest control – preventive maintenance | | X | X | |
| | Snow removal | | X | X | |
| | Plants – interior of suite | X | | | |
| | Walk-off mat rental within suite, including dedicated exterior door | X | | | |
| | Waste removal within suite | X | | | |
| | Window washing – interior | X | | | |

Attachment: Lease Agreement (OhioHealth - Reynoldsburg YMCA) - #11126177 v9 (Ohio Health Lease)

| | | | | | |
|--------------------------|---|---|---|---|-----------|
| | Window washing – exterior | | X | X | |
| | Cable TV within suite | X | | | |
| | Muzak Services within suite | X | | | |
| | Medication / Specimen refrigerators & ice machines | X | | | |
| REGULATORY/SAFETY | Backflow inspections | | X | X | |
| | Emergency exit/egress lighting (monthly and annual) | | X | X | |
| | Fire alarm system | | X | X | |
| | Fire & weather drills for the building | | X | X | |
| | Fire & weather drills, isolated to the suite's requirements | X | | | |
| | Fire Hydrants | | X | X | |
| | Fire Doors | | X | X | |
| | Fire Department connection | | X | X | |
| | Fire/Smoke alarm dampers | | X | X | |
| | Sprinkler inspections | | X | X | |
| | Fire extinguishers (monthly and annual) | | X | X | |
| UTILITIES | Electric | | | | Provider: |
| | | | | | Account # |
| | Gas | | | | Provider: |
| | | | | | Account # |
| | Water/sewer | | | | Provider: |
| | | | | | Account # |

TENANT USE ONLY:
 Appliances (including refrigerator, ice maker, microwave, etc.)
 Miscellaneous equipment (including exam tables, wheelchairs, etc.)
 Cable TV
 Muzak
 Plants, interior
 Signage - interior (coordination/installation)

OTHER:

TENANT USE ONLY:
 Appliances (including refrigerator, ice maker, microwave, etc.)
 Miscellaneous equipment (including exam tables, wheelchairs, etc.)
 Cable TV
 Muzak
 Plants, interior
 Signage - interior (coordination/installation)

Attachment: Lease Agreement (OhioHealth - Reynoldsburg YMCA) - #11126177 v9 (Ohio Health Lease)

Development Department

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

RESOLUTION REQUEST

DATE: **September 23, 2019**

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

RE: **Resolution Outlining City Services Provided for an Annexation
Petition**

Approval:

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

Emergency/Suspension: Emergency

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

Statement of necessity:

This Resolution is not only being requested as an emergency, but as a one read emergency. The City received a copy of a petition for annexation for 1676 Lancaster Avenue on September 11, 2019. The ORC requires that the City provide a resolution of services provided within 20 days. Franklin County Commissioners are requiring submission of this resolution by October 1st.

WHEREAS, Richard E. and Dorothy L. Barth are the owners of approximately 0.9 acres of land located at 1676 Lancaster Road and are requesting annexation into the City of Reynoldsburg; and

WHEREAS, Ohio Revised Code §709.03(D) requires that a municipal corporation shall, by ordinance or resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory sought to be annexed and an approximate date by which it will provide them; and

Development Department

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

WHEREAS, the Council of the City of Reynoldsburg finds that the general good of the territory sought to be annexed will be served by its annexation to the City of Reynoldsburg and that the territory is not unreasonably large to be annexed; and

WHEREAS, the Council for the City of Reynoldsburg has determined that the property encompassed within the annexation petition can easily become and be made a part of the community of the City of Reynoldsburg, and that said annexation at the earliest possible date is in the best interest of the City of Reynoldsburg.

NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO, THAT:

Section 1. The City of Reynoldsburg will provide to the territory sought to be annexed all services that are currently available to the remainder of the City, specifically including the following:

- A. The services of a full-time administrative staff including the City Attorney, City Auditor Utility Clerks, Clerk of Court, and Income Tax Commissioner.
- B. The services of a full-time Building Department, who performs technical and professional work related to the development and implementation of land use policies and is responsible for enforcing zoning regulations by issuing zoning permits and certificates of occupancy for new construction, additions, exterior modifications, demolitions, excavations, home occupations, signs in the City, and zoning inspections.
- C. The services of a full-time Reynoldsburg Police Department including road and traffic patrol, radar details, complaint investigations, accident investigations, and incident investigations with a response time of approximately five minutes.

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

- D. Fire and emergency medical services will not change upon annexation and will continue to be provided through the Truro Township Fire Department, which currently services the territory with fire protection and emergency medical services.
- E. The services of the City's Service Department including roadway maintenance and repairs, mowing of public rights-of-way, snow plowing, and sign and guardrail maintenance.
- F. The City has also franchised with a private refuse hauler that provides refuse and recycling pick-up billed on the water/sewer bills. Refuse services are currently provided by Rumpke of Ohio, Inc.
- G. In addition, the properties included in the annexation territory will be enhanced due to the following Village amenities:
1. The following parks and public facilities:
 - a. Parks - JFK Park, Old Rodebaugh Park, New Rodebaugh Park, Civic Park, Huber Park, Pine Quarry Park and Livingston Garden
 - b. The Livingston House and Park
 - c. Reynoldsburg Senior Center
 - d. Reynoldsburg Community Center

Section 2. Wastewater collection and treatment and water treatment and distribution. The City has the capacity and will be able to provide services at such time as lines are extended into the territory. The extension of water and sewer lines may be subject to special assessments or other public financing alternatives for the financing of the construction of the water and sewer mains. The City's services are as follows:

Development Department

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

- A. A 16” water main extension serves this property. The water main runs parallel with Lancaster Avenue.

- B. A 8” sanitary sewer line serves this property. The sanitary sewer line runs parallel with Lancaster Avenue.

Section 3. Except where noted, the services listed above will be provided to the territory immediately upon the effective date of the annexation. Nothing in this Resolution shall preclude the City from providing additional services as needed and as available.

Section 4. In the event the property is annexed and becomes subject to the City of Reynoldsburg zoning and city permit uses, if the City determines there are clearly incompatible uses permitted under Franklin County regulations in effect at the time of the filing of the petition, then the City of Reynoldsburg will require the owner or owners of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within Franklin County. The term “buffer” includes open space, landscaping, fences, walls and other structured elements such as streets, street rights-of-way, bicycle trails, pedestrian pathways, and sidewalks.

Section 5. The Clerk of Council of the City of Reynoldsburg is hereby directed to forward a certified copy of this Resolution to the Board of County Commissioners of Franklin County

Section 6. That this ordinance is deemed to be an emergency measure necessary for the financial needs of the City's government; wherefore upon adoption by Council this ordinance shall be in effect immediately upon signature by the Mayor.



Franklin County Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

614-525-3095
mybrowne@franklincountyoh.gov
cer

Application for
Annexation Petition

RECEIVED
SEP 11 2019
Franklin County Planning Department
Franklin County, OH

Property Information

Site Address: 1676 LANCASTER AVE. Reynoldsburg
Parcel ID(S): _____ Total Acreage: _____
From Township: TRURO To Municipality: Reynoldsburg
From County: TRURO To County: _____

Property Owner Information *In the event of multiple owners, please attach separate sheet

Name: Richard E. + Dorothy L. Barth
Address: 1676 LANCASTER AVE.
Reynoldsburg OH 43068
Phone #: 614 866 0142 Fax #: _____
E-mail: _____

Attorney/Authorized Agent Information

Name: RICHARD E. BARTH
Address: 1676 LANCASTER AVE
Reynoldsburg OH 43068
Phone #: 614 327 8162 Fax #: _____
E-mail: _____

Staff Use Only
Case # ANX-21-19
Hearing Date: 10/15/19
Date Filed: 9/11/19
Fee Paid: \$250.00
Receipt #: _____
Received By: Math Brown
Not Filing Deadline (5 days): 9/16/19
Svc Statement Deadline (20 days): 10/1/19

Document Submission
The following documents must accompany this application on letter-sized 8 1/2" x 11" paper:
 Legal description of the property
 Fee Payment (checks only)
 Map/plot of property
 List of adjacent properties

Petitioners Signature

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.

Richard E. Barth 9-11-19 Dorothy L. Barth 9-11-19
Property Owner Date Property Owner Date

Attorney or Authorized Agent _____ Date _____ Attorney or Authorized Agent _____ Date _____

Attachment: Annexation Services Exhibit (Annexation of 1676 Lancaster Avenue)

RECEIVED
SEP 11 2019
Franklin County Planning Department
Franklin County, OH

PETITION FOR ANNEXATION
OF 0.9 ACRES MORE OR LESS
TO THE CITY OF REYNOLDSBURG, OHIO
FROM THE TOWNSHIP OF TRURO

ANX-21-19

TO THE BOARD OF COUNTY COMMISSIONERS
OF FRANKLIN COUNTY, OHIO

The undersigned Petitioner in the premises, and being ALL of the OWNERS of real estate in the territory described, consisting of 0.9 acres, more or less in the Township of Truro which area is contiguous and adjacent to the City of Reynoldsburg, does hereby pray that said territory be annexed to the City of Reynoldsburg, according to the statutes of the State of Ohio.

A full and accurate description and a plat of said territory so prayed to be annexed are attached hereto and made part hereof. Attached is a list of the owners of property adjacent to the territory proposed for annexation or adjacent to a road that is adjacent to that territory and located directly across the road from that territory.

The need for sewer and water service is the reason for annexation.

In support of said Petition, your Petitioners state that there is within the territory so prayed to be annexed, two owners of real estate.

I, Richard Barth, will act as agent for the undersigned Petitioners to make any amendment and/or deletion which in the owners absolute and complete discretion is necessary or proper under the circumstances then existing, and in particular to make such amendment in order to correct any discrepancy or mistake noted by the Franklin County Engineer in his examination of an amended plat and description to the Board of Commissioners on, before, or after the date set for hearing on this Petition.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR THIS SPECIAL ANNEXATION PROCEDURE.


Richard E. Barth

Date: 9-11 —, 2019


Dorothy L. Barth

Date: 9-11 —, 2019

Attachment: Annexation Services Exhibit (Annexation of 1676 Lancaster Avenue)

SITE ENGINEERING

— Incorporated —

Civil Engineers & Surveyors

7453 East Main Street
Reynoldsburg, OH 43068
phone: 614-759-9900
fax: 614-759-9902
email: siteeng@ameritech.net

**ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE**
IRNELL R. ROBERTSON, P.E., P.S. PROPOSED ANNEXATION OF 0.9+/- ACRES
FRANKLIN COUNTY ENGINEER. FROM: TRURO TOWNSHIP
TO: CITY OF REYNOLDSBURG
By MAH Date 5/21/19

Situated in the State of Ohio, County of Franklin, Township of Truro, Half Section 29, Section 18, Township 16, Range 20, Refugee Lands, being 0.9 acres of land, more or less, and being all of that 1 acre tract described in a deed to Richard E. Barth and Dorothy L. Barth (Auditor's Tax Parcel Number 263-000832) of record in Official Record 33692 F06 (all references are to the records in the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

BEGINNING, at the intersection of the easterly right-of-way line of Lancaster Road with the northerly line of said 1 acre tract, the southerly line of that 0.5 acre tract described in a deed to Michelle & Juan Carlos Castro of record in Instrument 201904180044492, being in the existing City of Reynoldsburg Corporation Line, as established in Ordinance Number 102-04, and recorded in Instrument 200509060183129 and an angle point in the existing City of Reynoldsburg Corporation Line, as established in Ordinance Number 69-08, and recorded in Instrument 201103210038066;

Thence in a easterly direction, a distance of approximately 339 feet, along the northerly line of said 1 acre tract and southerly line of said 0.5 acre tract, and being along said existing City of Reynoldsburg Corporation Line, (Ord. 69-08) to the northeasterly corner of said 1 acre tract, being at an angle point in the existing City of Reynoldsburg Corporation Line, as established in Ordinance Number 405, and recorded in Misc. Record 92, Page 195;

Thence in a southerly direction, a distance of approximately 175 feet, along the easterly line of said 1 acre tract, a westerly line of that 0.892 acre tract described in a deed to The Church Of Chris of record in Instrument 200608250169821 and a westerly line of that 1.099 acre tract described in a deed to Paul DiYanni of record in Instrument 201905020050888 and along said existing City of Reynoldsburg Corporation Line, (Ord. 405) to a point on the northerly line of that 0.475 acre tract described in a deed to Kimberly Deen Ruiz of record in Instrument 201704120049607;

Thence in a westerly direction, a distance of approximately 337 feet, along the southerly line of said 1 acre tract and the northerly line of said 0.475 acre tract, being an existing City of Reynoldsburg Corporation Line as established by Ordinance Number 12-05, and recorded in Instrument 200504180071308 to the easterly right-of-way line of said Lancaster Avenue;

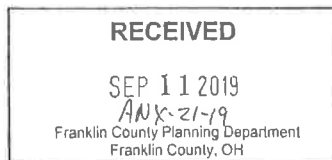
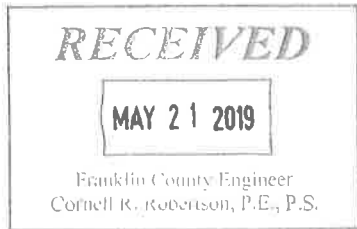
Thence in an northerly direction, a distance of approximately 72 feet, along the easterly right-of-way line of said Lancaster Avenue, and being along said existing City of Reynoldsburg Corporation Line, (Ord. 102-04) to the Point of Beginning, containing 0.9 acres of land, more or less.

The above description was prepared in the office of Site Engineering, Inc. 7453 East Main Street Reynoldsburg, Ohio 43068, by Mark A. Hazel, P.S. #7039 in April 2019, from the best available County Records. This information was not derived from an actual field survey. The above description is not valid for the transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

SITE ENGINEERING, INC.

By Mark A. Hazel, P.S.
Mark A. Hazel
Professional Surveyor No. 7039

5-10-19
Date



Attachment: Annexation Services Exhibit (Annexation of 1676 Lancaster Avenue)

PROPOSED ANNEXATION OF 0.9± ACRES FROM: TRURO TOWNSHIP TO: CITY OF REYNOLDSBURG

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, TOWNSHIP OF TRURO, HALF SECTION 29,
SECTION 18, TOWNSHIP 16, RANGE 20, REFUGEE LANDS.

LEGEND

EXISTING CITY OF REYNOLDSBURG CORP. LINE

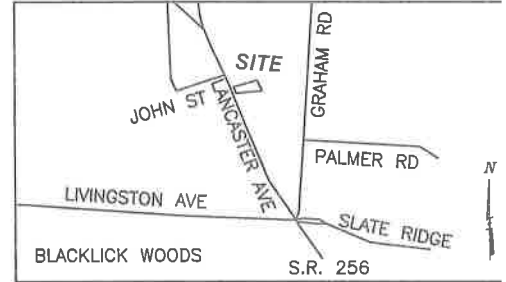
PROPOSED CITY OF REYNOLDSBURG CORP. LINE

AREA TO BE ANNEXED 

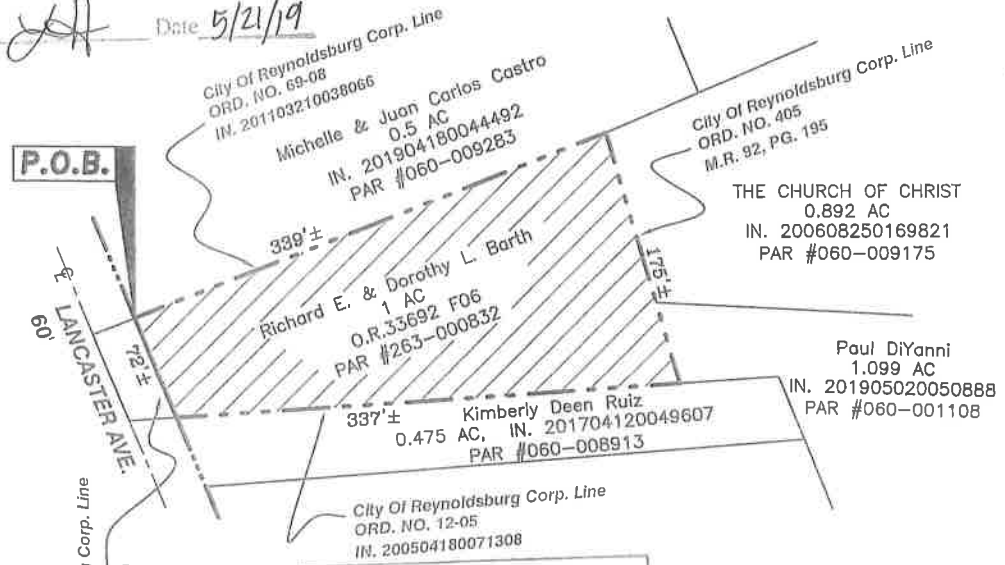
ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE

CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By  Date 5/21/19



LOCATION MAP
NO SCALE

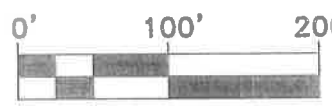


P.O.B.

RECEIVED

MAY 21 2019

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.



THIS EXHIBIT WAS PREPARED FROM RECORD INFORMATION FROM THE FRANKLIN COUNTY ENGINEER,
RECORDER AND AUDITOR, AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY.

THE TOTAL PERIMETER OF THE ANNEXATION AREA IS 922 FEET, OF WHICH 922 FEET IS
CONTIGUOUS WITH THE CITY OF REYNOLDSBURG, GIVING 100% CONTIGUITY.

PREPARED BY:
SITE ENGINEERING, INC.
7453 EAST MAIN STREET
REYNOLDSBURG, OHIO 43068
PHONE: (614) 759-9900

RECEIVED
SEP 11 2019
ANX-21-19
Franklin County Planning Department
Franklin County, OH

Mark A Hazel, p.s. 5-10-19

Professional Surveyor #7039



FILE #4040

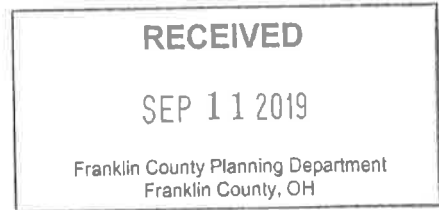
Attachment: Annexation Services Exhibit (Annexation of 1676 Lancaster Avenue)

ADJACENT PROPERTIES
OF
PROPOSED ANNEXATION OF PROPERTY OF:
RICHARD E. AND DOROTHY L. BARTH
PARCEL ID 263-000832

LIST:

Michelle & Juan Carlos Castro
Parcel ID 060-009283
1690 Lancaster Ave.
Reynoldsburg, OH 43068

North Side



The Church of Christ
Parcel ID 060-009175
1649 Graham Rd.
Reynoldsburg, OH 43068

East Side

ANX-21-19

Paul Diyanni
Parcel ID 060-001108
1681 Graham Rd.
Reynoldsburg, OH 43068

East Side

Kimberly Deen Ruiz
Parcel ID 060-008913
1686 Lancaster Ave.
Reynoldsburg, OH 43068

South Side

Redwood
Parcel ID 060-008539
1713 Blacklick Creek Dr.
Reynoldsburg, OH 43068

West Side

Attachment: Annexation Services Exhibit (Annexation of 1676 Lancaster Avenue)

R CITY OF REYNOLDSBURG *Mayor Brad McCloud*

April 3, 2019

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: 1676 Lancaster Avenue Annexation

To Whom It May Concern:

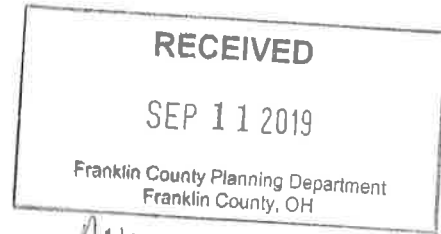
The City of Reynoldsburg, Ohio certifies that the property located at 1676 Lancaster Avenue, Reynoldsburg, OH 43068 (parcel ID #263-000832-00) has sufficient infrastructure and availability of utility service. Furthermore, the City will not contest annexation of this property into Reynoldsburg.

If you have any questions or comments, please feel free to contact me directly at 614-322-6831,

Thank you,



Andrew Bowsher
Development Director



ANX-21-19

Attachment: Annexation Services Exhibit (Annexation of 1676 Lancaster Avenue)

**AFFIDAVIT OF RECEIPT
OF
ANNEXATION DOCUMENTATION
FOR THE PROPERTY OF:
RICHARD E. AND DOROTHY L. BARTH
PARCEL ID 263-000832**

**State of Ohio
County of Franklin**

I, Richard Barth presented Annexation documentation for 1676 Lancaster Avenue, Reynoldsburg, Ohio 43068, to the City of Reynoldsburg Development Department.

DATED this the 11 day of Sept., 2019

Richard E. Barth
Signature of Affiant

[Signature]
Signature of Reynoldsburg Development
Department

SWORN to subscribed before me, this 11 day September, 2019



Kalle L. Williams
KALLE L. GWILLIAMS
NOTARY PUBLIC - OHIO
FRANKLIN COUNTY
NOTARY PUBLIC
MY COMMISSION EXPIRES 05/13/2023

My Commission Expires:
5/13/23

Attachment: Annexation Services Exhibit (Annexation of 1676 Lancaster Avenue)

Development Department

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

RESOLUTION REQUEST

DATE: September 23, 2019
TO: Development, Parks and Recreation Committee
RE: Renewal of Multiple City TIFs

Approval:

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

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

WHEREAS, the City of Reynoldsburg, Ohio has the statutory authority to create various zones that provide economic development incentives, which include Community Reinvestment Areas and Tax Increment Financing Districts; and

WHEREAS, upon their creation of such zones, the City may consider entering into agreements with private sector entities engages in economic development, which divert or abate tax revenues as an incentive to encourage particular economic projects to occur; and

WHEREAS, in the creation of these zones, ORC 5709.85 provides that a Tax Incentive Review Council (TIRC) shall be as required to review these agreements between the City and the private sector entities to establish compliance to the terms of the agreements; and

WHEREAS, that each TIRC is mandated to review and make a formal recommendation as to the compliance of the terms of each agreement within its zone on an annual basis for the preceding year that concluded on December 31st; and

WHEREAS, the recommendation of each TIRC is required to be acted on by Council within 60-

Development Department

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

days of receiving the recommendation.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, OHIO OF FRANKLIN, LICKING, AND FAIRFIELD COUNTIES, OHIO:

SECTION 1. That the Tax Incentive Review Councils required to review agreements as of December 31, 2019 have done so and have forwarded their recommendations to City Council.

SECTION 2. That Council hereby accepts, approves, and ratifies the TIRCs' recommendations from the following TIRCs listed below:

- a. Brice Road and Main Street TIF - accept report and continue agreement
- b. Taylor Square TIF - accept report with TIF ending at the end of 2019
- c. Taylor Road TIF #1 - accept report and continue agreement
- d. Taylor Road TIF #2 - accept report and continue agreement
- e. Kroger TIF - accept report (TIF ended in 2017)
- f. Summit Road TIF - accept report and continue agreement

SECTION 3. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

CITY OF REYNOLDSBURG

MINUTES

2019 LICKING COUNTY TIRC WEDNESDAY, JULY 17, 2019

**PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. Michael Smith, Licking County Auditor

Michael Smith called the meeting to order at 3:03 pm

Present: Michael Smith, Brad Mercer, Joni Crawford, James Hood, Tammira Miller, Stephen Cicak, Andrew Bowsher, and Melissa Butler

2. Approval of 2018 Minutes

James Hood made a motion to approve the Minutes, seconded by Andrew Bowsher; eight affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Kroger TIF

Ms. Crawford: I didn't print that one because we didn't get any money from that, it's done.

Mr. Hood: Do we need to do anything or by operation does it fall off? Since the time of the TIF has expired and we don't expect to get anymore, what do we need to do?

Ms. Crawford: 2018 is the last year for this TIF and it will be dissolved once the balance is zero. We have appropriated almost all the funds for the turn lane at Taylor.

Mr. Hood: Do we need to ask Council to zero the account out?

Ms. Crawford: I will double check but I think we are ok.

No action required

4. Taylor Road TIF #1

Ms. Crawford: We made **** last year, but haven't spent any. Wasn't some apartments going on there?

Mr. Bowsher: The apartments in this area were denied. I would assume something will be proposed in that area in the next few years. As of right now it's just the \$189,396.

James Hood made a motion to accept the report of Taylor Road TIF#1 and continue the TIF, seconded by Andrew Bowsher; eight affirmative votes, no negative votes; the Motion carried.

5. Taylor Road TIF #2

Mr. Bowsher: This is the second portion of Taylor Rd. nothing has been built on this, that's why it's minimal. That's why you're only seeing 16,000. This will end in 2033.

James Hood made a motion to accept the report of Taylor Road TIF #2, seconded by Andrew Bowsher; eight affirmative votes, no negative votes; the Motion carried.

6. Summit Road TIF

Mr. Bowsher: The funds haven't increased a lot. This includes the Inn at Summit Trail and potential development south of the high school, but no movement yet.

Andrew Bowsher made a motion to accept the report of the Summit Road TIF, seconded by James Hood; eight affirmative votes, no negative votes; the Motion carried.

7. Comments and Closing

Michael Smith adjourned the meeting at 3:11 pm

**Summit Rd #1
Fund 973**

| | 1st half 2018 | 2nd half 2018 |
|----------------------------------|------------------|------------------|
| Total Net TIF Collections | | |
| Summit Rd #1 | 11,707.78 | 16,345.67 |
| Summit Rd #1 10% Rollback | 0.00 | |
| Maple Woods Farms | 0.00 | |
| Maple Woods Farms-10% Rollback | 0.00 | |
| Gross Collection | 11,707.78 | 16,345.67 |
| Less: | | |
| Aud/Treas Fees | 575.34 | 608.03 |
| Delinquent Tax Collection (5%) | | |
| Net Distribution | 11,132.44 | 15,737.64 |

| Fund 973 Summit Rd #1 Tif | 1st half 2018 | 2nd half 2018 |
|----------------------------------|------------------|------------------|
| Fund 973 Beginning Balance | 5,237.01 | 16,369.45 |
| Total Collected | 11,132.44 | 15,737.64 |
| Debt Service | | |
| Fund 973 Ending Balance | 16,369.45 | 32,107.09 |

Licking

Taylor Rd Tif #1
Fund 974

| | 1st half | 2nd half |
|----------------------------------|-----------|----------|
| Total Net TIF Collections | 2018 | 2018 |
| Taylor Chase | 10,440.13 | 6,603.48 |
| | 0.00 | 0.00 |
| Gross Collection | 10,440.13 | 6,603.48 |
| Less: | | |
| Aud/Treas Fees | 119.55 | 80.40 |
| Delinquent Tax Collection (5%) | | |
| Net Distribution | 10,320.58 | 6,523.08 |

| Fund 974 Taylor Rd-1 Tif | 1st half | 2nd half |
|---------------------------------|------------|------------|
| | 2018 | 2018 |
| Fund 974 Beginning Balance | 172,553.11 | 182,873.69 |
| Total Collected | 10,320.58 | 6,523.08 |
| Debt Service | | |
| Fund 974 Ending Balance | 182,873.69 | 189,396.77 |

Taylor Rd Tif #2
Fund 975

| | 1st half 2018 | 2nd half 2018 |
|----------------------------------|------------------|------------------|
| Total Net TIF Collections | | |
| Park National Bank | 0.00 | 0.00 |
| Glen O Bard | 617.47 | 617.47 |
| | 0.00 | 0.00 |
| Gross Collection | 617.47 | 617.47 |
| Less: | | |
| Aud/Treas Fees | 7.81 | 8.06 |
| Delinquent Tax Collection (5%) | | |
| Net Distribution | 609.66 | 609.41 |

| Fund 975 Taylor Rd-2 Tif | 1st half 2018 | 2nd half 2018 |
|---------------------------------|------------------|------------------|
| Fund 975 Beginning Balance | 15,175.10 | 15,784.76 |
| Total Collected | 609.66 | 609.41 |
| Debt Service | | |
| Fund 975 Ending Balance | 15,784.76 | 16,394.17 |

CITY OF REYNOLDSBURG

MINUTES

2019 FRANKLIN COUNTY; BRICE ROAD TIRC WEDNESDAY, JULY 18, 2019

**PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. Jo Ellen Cline, Franklin County Auditor's Office

Jo Ellen called the meeting to order at 4:02 pm.

Present: Jo Ellen Cline, Kelly Washington, Tammira Miller, Jason Nicodemus, Pat Mahaffey, Joni Crawford, Stephen Cicak, Jed Hood, Andrew Bowsher and Melissa Butler

2. Approval of 2018 Minutes

Stephen Cicak made a motion to approve the Minutes, seconded by Jed Hood; nine affirmative votes, one abstain, no negative votes; Minutes stand approved as submitted

3. Brice Road TIF

Mr. Bowsher: This was done as a debt service for infrastructure on Brice Rd. to include streetscapes as well as lighting. This is still in good standing and will continue to be paid until 12/01/2023. Home Depot and Walgreens are involved with this TIF.

Mr. Bowsher discussed the addition of two new TIF's along Main St., Brice Rd., and Broad St. that will be active as parcels become redeveloped.

Stephen Cicak made a motion to accept the report of the Brice Road TIF, seconded by Andrew Bowsher; ten affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Ms. Cline adjourned the meeting at 4:07 pm

5

Net TIF Collections

| | 1st Half 2018 | 2nd Half 2018 |
|-------------------------|------------------|-------------------|
| Depot Settlement | 0.00 | 134,715.69 |
| Home Depot 10% Rollback | 0.00 | 0.00 |
| Walgreens Settlement | 74,671.18 | 75,621.19 |
| Walgreens 10% Rollback | 0.00 | 0.00 |
| Gross Collection | 74,671.18 | 210,336.88 |

Less:

| | | |
|---------------------------------|---------------|---------------|
| Aud/Treas Fees | 844.00 | 2,363.07 |
| Delinquent Tax Collection (5%) | 73,827.18 | 207,973.81 |
| Net Distribution | 60.24% | 60.24% |

Effective Class II % to School

| | | |
|--|--------|--------|
| | 60.24% | 60.24% |
|--|--------|--------|

Subaccounts

| | | |
|----------------------------|------------------|-------------------|
| School Revenue Account | 44,473.49 | 125,283.42 |
| Public Improvement Account | 29,353.69 | 82,690.39 |
| | 73,827.18 | 207,973.81 |

Distribution to Schools

| | 1st Half 2018 | 2nd Half 2018 |
|---|------------------|------------------|
| Beginning Balance Owed to Schools | -0.01 | 0.00 |
| Funds Deposited in School Revenue Account | 44,473.49 | 125,283.42 |
| Paid To Schools | 44,473.49 | 125,283.42 |
| Ending Balance Owed to Schools | 0.00 | 0.00 |

Fund 971 (Brice - Main TIF)

| | 1st Half 2018 | 2nd Half 2018 |
|----------------------------------|------------------|------------------|
| Fund 971 Beginning Balance | 17,845.62 | 42,936.76 |
| Total Collected | 73,827.18 | 207,973.81 |
| Debt Service paid for 2003 Bonds | 4,262.75 | 89,262.75 |
| Paid To Schools | 44,473.49 | 125,283.42 |
| Fund 971 Ending Balance | <u>42,936.56</u> | <u>36,364.40</u> |

FRANKLIN
City

CITY OF REYNOLDSBURG

MINUTES

**2019 FAIRFIELD COUNTY; TAYLOR SQ. TIRC
WEDNESDAY, JULY 17, 2019**

**PLACE: 2nd FLOOR, MAIN CONFERENCE ROOM
7232 E. MAIN ST, REYNOLDBURG, OH 43068**

1. Jon Slater, Fairfield County Deputy Auditor

Mr. Slater called the meeting to order at 3:32pm

Present: Jon Slater, Ed Laramee, Holly Mattei, Tammira Miller, James Hood, Joni Crawford, Stephen Cicak, Loudan Klein, Rick Szabrak, Andrew Bowsher, and Melissa Butler

2. Approval of 2018 Minutes

James Hood made a motion to approve the Minutes, seconded by Richard Szabrak; eleven affirmative votes, no negative votes; Minutes stand approved as submitted.

3. Taylor Square TIF

Mr. Bowsher: This is the last year of this TIF. Some of the updates in the area are the Starbucks going in between Walgreens and Fifth Third Bank and two additional outparcels in front of the Wal-Mart are being negotiated. We did meet with Drury Inn and they seem to have found a potential tenant for their out parcel and will be looking for additional tax abatements in the future. This is the last year of the TIF.

Andrew Bowsher made a motion to accept the report of the Taylor Square TIF, seconded by Loudan Klein; eleven affirmative votes, no negative votes; the Motion carried.

4. Comments and Closing

Mr. Slater adjourned the meeting at 3:46 pm.

Development Department

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

RESOLUTION REQUEST

DATE: September 23, 2019
TO: Development, Parks and Recreation Committee
RE: Special Exemption for Alcohol in Park for Chamber Event

Approval:

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

Requesting authorization to waive the provision for Section 971.16 of the ORC for the Annual Chamber of Commerce Silent Auction to be held at the Reynoldsburg Senior Center. The Reynoldsburg Area Chamber of Commerce will apply for the permit from the Ohio Department of Commerce. The Reynoldsburg Area Chamber of Commerce will also have a Reynoldsburg Police Officer on the premises for the duration of the event. The date is scheduled for November 21, 2019.

WHEREAS, the 2019 annual Chamber of Commerce Silent Auction will be held on Thursday, November 21, 2019; and

WHEREAS, the Reynoldsburg Chamber of Commerce wishes to apply for an F-2 Liquor Permit from the Ohio Department of Commerce, which would allow non-profit organizations to sell beer, wine and spirituous liquor by the drink for an event; and

WHEREAS, Section 971.16 of the Reynoldsburg Codified Ordinances states: “No person in a park shall sell or offer for sale any intoxicating liquor or alcoholic beverage” and “No person in a park shall consume, possess or display the presence of any alcoholic beverage in a park.”

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING AND FAIRFIELD COUNTIES, OHIO A MAJORITY OF ITS MEMBERS CONCURRING:

SECTION 1. That the provisions of Section 971.16 of the Codified Ordinances that no person in a park shall sell or offer for sale any intoxicating liquor or alcoholic beverage AND that no person in a park shall consume, possess or display the presence of any alcoholic beverage in a park is hereby waived for this event on November 21, 2019.

SECTION 2. That upon adoption by Council this Resolution shall be in effect thirty days following signature by the Mayor.

Development Department

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

ORDINANCE REQUEST

DATE: September 23, 2019
TO: Development, Parks and Recreation Committee
RE: RENEWAL OF TAYLOR ROAD TIF

Approval:

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

WHEREAS, Ohio Revised Code (ORC) Sections 5709.40, 5709.42, and 5709.43 (collectively, the TIF Act) authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, the City desires to implement a tax increment financing program on the Parcels (as defined in Section 1 pursuant to the TIF Act to enable the City to make public infrastructure improvements that will directly benefit the Parcels; and

WHEREAS, notice of this proposed ordinance has been delivered to the Board of Education of the Reynoldsburg City School District and the Eastland Joint Vocational School District in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83; and

Development Department

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING, AND FAIRFIELD COUNTIES, OHIO:

SECTION 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit A (as currently or subsequently configured, the Parcels, with each individual parcel a Parcel).

SECTION 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B (the Public Infrastructure Improvements) and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels.

SECTION 3. Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the Improvement as defined in ORC Section 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement to that Parcel first appears on the tax list and duplicate were it not for the exemption granted by this ordinance and ending on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act. The exemption provided by this ordinance is subordinate to any exemption for a Parcel granted pursuant to ORC Sections 3735.65 et. seq. or 5709.61 et. seq., and is senior to any exemption for a Parcel granted pursuant to ORC 5709.40(C).

SECTION 4. Service Payments. As provided in ORC Section 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Franklin County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, Service Payments). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 319.302, 321.24, 323.152 and 323.156, as the same may be amended

Development Department

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

from time to time, or any successor provisions thereto as the same may be amended from time to time (Property Tax Rollback Payments), will be deposited and distributed in accordance with Section 6.

SECTION 5. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC Section 5709.43, the 30 year extension of the Taylor Square TIF Municipal Public Improvement Tax Increment Equivalent Fund (TIF Fund), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC Section 5709.43.

SECTION 6. Distributions; Payment of Costs. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

- a. To each of the Reynoldsburg City School District and the Eastland Joint Vocational School District, an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this ordinance.
- b. To the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions. The City shall make any distributions to the extent not made by the County Treasurer.

Development Department

Andrew Bowsher

7232 E. Main Street

Reynoldsburg OHIO 43068

614-322-6831 Phone

SECTION 7. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Service Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the City Attorney, the City Auditor and the Director of Development, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 8. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

SECTION 9. That upon adoption by Council this ordinance shall be in effect thirty days following signature by the Mayor.

ORDINANCE NO. -19

PASSED: _____

DECLARING THE EXTENSION AND IMPROVEMENT TO CERTAIN PARCELS ALONG THE ROUTE 256 AND TAYLOR ROAD CORRIDORS IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; AND AUTHORIZING SCHOOL COMPENSATION PAYMENTS.

WHEREAS, Ohio Revised Code (“ORC”) 5709.40, 5709.42, and 5709.43 (collectively, the “TIF Act”) authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, the City desires to implement a tax increment financing program on the Parcels (as defined in Section 1) pursuant to the TIF Act to enable the City to make public infrastructure improvements that will directly benefit the Parcels; and

WHEREAS, notice of this proposed ordinance has been delivered to the Board of Education of the Reynoldsburg City School District and the Eastland Joint Vocational School District in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, FRANKLIN, LICKING, AND FAIRFIELD COUNTIES, OHIO:

SECTION 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit A (as currently or subsequently configured, the “Parcels”, with each individual parcel a “Parcel”).

SECTION 2. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B (the “Public Infrastructure Improvements”) and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels.

SECTION 3. Exemption. This Council hereby finds and determines that 100% of the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the “Improvement” as defined in ORC 5709.40(A)) is hereby declared to be a public purpose and will be exempt from taxation for a period commencing on the date an Improvement to that Parcel first appears on the tax list and duplicate were it not for the exemption granted by this ordinance and ending on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act. The exemption provided by this

ordinance is subordinate to any exemption for a Parcel granted pursuant to ORC 3735.65 et. seq. or ORC 5709.61 et. seq., and is senior to any exemption for a Parcel granted pursuant to ORC 5709.40(C).

SECTION 4. Service Payments. As provided in ORC 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Franklin County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3, including any penalties and interest (collectively, the “*Service Payments*”). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the “*Property Tax Rollback Payments*”), will be deposited and distributed in accordance with Section 6.

SECTION 5. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC 5709.43, the 30 year extension of the Taylor Square TIF Municipal Public Improvement Tax Increment Equivalent Fund (the “*TIF Fund*”), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC 5709.43.

SECTION 6. Distributions; Payment of Costs. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

a. To each of the Reynoldsburg City School District and the Eastland Joint Vocational School District, an amount equal to the amount the school district would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this ordinance.

b. To the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions. The City shall make any distributions to the extent not made by the County Treasurer.

SECTION 7. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Attorney, the City Auditor, and the Development Director, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Service Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the City Attorney, the City Auditor and the Director of Development, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 8. Open Meetings. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC 121.22.

SECTION 9. Effective Date. This ordinance is effective on the earliest date permitted by law.

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 ___ day of _____ and as recorded in the Record of Proceedings of said Council.

April L. Beggerow, Clerk of Council

Filed with Mayor: _____

Published: _____

EXHIBIT B
PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any “public infrastructure improvement” defined under ORC 5709.40(A)(7) and that directly benefits the Parcels and specifically include, but are not limited to, any of the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including, without limitation, construction of traffic control signals at serving the Taylor Square Shopping Center.
- **Water/Sewer.** Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto.
- **Environmental/Health.** Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.
- **Utilities.** Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in “Roadways” above.
- **Stormwater.** Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.
- **Demolition.** Demolition, including demolition on private property when determined to be necessary for public health, safety and welfare.
- **Parks.** Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto.
- **Streetscape/Landscape.** Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including,

but not limited to streetscape improvements in conjunction with and along the roadway improvements described in “Roadways” above.

- **Real Estate.** Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research.
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

Parks & Recreation Dept.

Donna Bauman
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6879 Phone

ORDINANCE REQUEST

DATE: September 23, 2019
TO: Development, Parks and Recreation Committee
RE: Parks & Recreation Reappropriation of Funds

Approval:

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

WHEREAS, the Reynoldsburg Tomato Festival received many generous donations from local individuals and local business; and

WHEREAS, this ordinance lists the following businesses as financial contributors of that event:

| | |
|----------------------------|-------------|
| TS Tech | \$ 2,000.00 |
| Dynalab | \$ 2,500.00 |
| Squire Patton Boggs | \$ 500.00 |
| PNC Bank | \$ 2,500.00 |
| AAA | \$ 500.00 |
| Matt Breakey Insurance Co. | \$ 100.00 |

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

SECTION 1. That an amount of \$8,100.00 be appropriated from the unappropriated General

Parks & Recreation Dept.

Donna Bauman
7232 E. Main Street
Reynoldsburg OHIO 43068
614-322-6879 Phone

Fund.

SECTION 2. That an amount of \$2,000.00 be appropriated from General Fund and appropriated to account 110.340.5259 Parks and Recreation Operating Materials and Supplies

SECTION 3. That an amount of \$6,100.00 be appropriated from General Fund and appropriated to account 110.344.5339 Community Events Miscellaneous Contract Services

SECTION 4. That upon adoption by Council, this ordinance shall be in effect thirty days following signature by the Mayor.

Requesting sponsorship monies be appropriated into the following accounts in the Parks and Recreation Department:

| | | |
|--------------|------------|---------------------|
| 110.340.5259 | \$2,000.00 | TS Tech |
| 110.344.5339 | \$2,500.00 | Dynalab |
| 110.344.5339 | \$ 500.00 | Squire Patton Boggs |

****ADDITIONAL SPONSORSHIP MONIES RECEIVED AFTER 7/22/19*****

| | | |
|--------------|---------|-----------------------|
| 110.344.5339 | \$2,500 | PNC Bank |
| 110.344.5339 | \$ 500 | AAA |
| 110.344.5339 | \$ 100 | Matt Breakey Ins. Co. |