



City Council Agenda

Monday, June 7, 2021 at 7:30 pm

6550 N. High Street, Worthington, Ohio 43085

Virtual Meeting Information

Link through: worthington.org

Our Government – Live Stream

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Visitor Comments

Approval of the Minutes

5. Approval of Minutes - May 10, 2021

Recommendation: Approve as presented

Public Hearings on Legislation

6. Ordinance No. 16-2021 Amend Code Section 529.07(c)(7) DORA (Open Container)

Amending Section 529.07(c)(7) of the Worthington Codified Ordinances to Be Consistent with State Law Regarding Opened Containers of Beer and Intoxicating Liquor Within the Designated Outdoor Refreshment Area

Executive Summary: This Ordinance amends the Codified Ordinances to align the language regarding open containers of alcoholic beverages in the Designated Outdoor Refreshment Area to be consistent with the proposed changes for the DORA.

Recommendation: This Ordinance was tabled and needs a motion to remove it from the table. Staff recommends this Ordinance be considered after City Council consideration of Resolution No. 23-2021. The Ordinance changes are only needed if City Council approves the Resolution which revises the City's DORA provisions. If the Resolution is approved, staff recommends a motion to amend the Ordinance to insert preferred 'Exhibit C' in Resolution 23-2021 and approval of the Ordinance as amended.

7. Ordinance No. 18-2021 Development Agreement High North

Amending Ordinance No. 44-2020 (As Amended) to Adjust the Annual Budget by Providing for Appropriations from the General Fund Unappropriated Balance, Authorizing the City Manager to Enter into a Development Agreement with DRP Worthington, LP, and Determining to Proceed with Certain Public Improvements.

Executive Summary: This Ordinance requests authorization to amend Ordinance No. 44-2020 to adjust the annual budget by providing for appropriations from the General Fund Unappropriated Balance, and authorizes the City Manager to enter into a Development Agreement with DRP Worthington, LP, to support the redevelopment of the Shops at Worthington Place into High North, a mixed-use project located at 150 W. Wilson Bridge Road.

Recommendation: Approve as presented. City Council unanimously approved this Ordinance at its May 17, 2021 meeting. Re-approval is needed due to a procedural error in the public noticing process. No substantive changes have been made to this memo or the attachments.

8. Ordinance No. 19-2021 Adopt Code Replacement Pages

An Ordinance to revise the Codified Ordinances by adopting current Replacement Pages

Executive Summary: This Ordinance approves replacement pages for the Codified Ordinances of the City to incorporate changes to City Code and State Law since the last update occurred.

Recommendation: Approve as presented

9. Ordinance No. 20-2021 Appropriation - McCord Park

Amending Ordinance No. 44-2020 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs of the McCord Park Renovations and all Related Expenses and Determining to Proceed with said Project. (Project No. 716-21)

Executive Summary: This Ordinance provides an appropriation for the McCord Park Renovations - Phase I and authorizes a contract with Builderscape, Inc. for the work.

Recommendation: Approve as presented

10. Ordinance No. 21-2021 Appropriation - Police Building

Amending Ordinance No. 44-2020 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs of Police Building Modifications and all Related Expenses and Determining to Proceed with said Project. (Project No. 695-19)

Executive Summary: This Ordinance provides an appropriation of for the Police Building Modifications Project and authorizes a contract with R.W. Setterlin Construction for the work

Recommendation: Approve as presented

11. Ordinance No. 22-2021 Appropriation - Street Maintenance Program

Amending Ordinance No. 44-2020 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs of the 2021 Street Improvement Program and all Related Expenses and Determining to Proceed with said Project. (Project No. 717-21)

Executive Summary: This Ordinance appropriates funds for the 2021 Street Improvement Program

Recommendation: Motion to Amend to insert the amount of the appropriation (\$975,000) and the name of the contractor (Strawser Paving Company); Approve as Amended

New Legislation to Be Introduced

12. Resolution No. 23-2021 Amending the City's Designated Outdoor Refreshment Area

Amending the City's Designated Outdoor Refreshment Area for Downtown Worthington

Executive Summary: This Resolution amends the City's Designated Outdoor Refreshment Area for Downtown Worthington to expand the days and times the DORA is available and to slightly expand the area included in the DORA. Under the Resolution, City Council will review the results in the fall to determine whether to continue with the revised provisions.

Recommendation: Introduce and approve as presented. Staff recommends this Resolution be considered before Ordinance No. 16-2021 which is related to the proposed changes to the DORA.

Please see the staff memorandum for Ordinance No. 16-2021 for additional information.

13. Resolution No. 24-2021 Designating to the McConnell Arts Center Board of Trustees

Designating Beth Kowalczyk to Represent the City of Worthington on the Peggy R. McConnell Arts Center Board of Trustees.

Executive Summary: This Resolution would designate Beth Kowalczyk as the City Council representative to the McConnell Arts Center Board of Trustees.

Recommendation: Introduce and approve as presented

14. Ordinance No. 24-2021 Colonial Hills Waterline Replacement Design

Amending Ordinance No. 44-2020 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs of the Colonial & Andover Waterline Improvement Design and all Related Expenses and Determining to Proceed with said Project. (Project No. 718-21)

Executive Summary: This Ordinance appropriates funds for the design of the Colonial Hills Waterline Replacement project and allows the City Manager to enter into a Professional Services Agreement with Strand Associates for the design and construction services.

Recommendation: Introduce for Public Hearing on June 21, 2021

15. Ordinance No. 25-2021 Authorizing the Issuance of Bonds - Refunding and New Additions for Police Building and 2020 Sewer Lining

Authorizing the Issuance of Bonds in the Amount of Not to Exceed \$6,580,000 for the Purpose of (I) Designing, Engineering, Constructing and Reconstructing Various Sewer Improvements, with Related Site Improvements

and All Necessary Appurtenances Thereto, (II) Purchasing and Installing Energy Conservation Measures for the Community Center, (III) Designing, Replacing, Constructing and Installing a Waterline on East Wilson Bridge Road, with Related Site Improvements and All Necessary Appurtenances Thereto, (IV) Replacing or Improving the Roofs of the Fire Station and the Community Center, and All Necessary Appurtenances Thereto, and (V) Designing, Constructing, Furnishing, and Equipping a Police Building with Related Site Improvements and Appurtenances Thereto, and Retiring Notes Previously Issued for Such Purpose; And Approving Related Matters

Executive Summary: This Ordinance authorizes the issuance of various purpose bonds in an amount not to exceed \$6,580,000 to retire previously issued Bond Anticipation Notes and fund the 2020 Sewer Improvement Project and additional Police Building Improvements.

Recommendation: Introduce for Public Hearing on June 21, 2021

16. Ordinance No. 26-2021 Authorizing the Issuance of Bonds - Northeast Gateway Local Contribution

Authorizing the Issuance of Bonds in the Amount of Not to Exceed \$1,560,000 for the Purpose of Designing, Engineering, and Constructing Improvements in the Northeast Gateway, Including Road and Traffic Improvements; Acquiring a Right of Way in Connection Therewith; And Constructing Related Site Improvements and Appurtenances Thereto; And Approving Related Matters

Executive Summary: This Ordinance authorizes the issuance of various purpose bonds in an amount not to exceed \$1,560,000 to reimburse the City for expenses related to the design, engineering, and construction of the Northeast Gateway project.

Recommendation: Introduce for Public Hearing on June 21, 2021

17. Ordinance No. 27-2021 Authorizing the Issuance of Bonds - Rush Run Improvements

Authorizing the Issuance of Bonds in the Amount of Not to Exceed \$540,000 for the Purpose of Designing, Engineering, and Constructing Storm Water Improvements at Rush Run, with Related Site Improvements and Appurtenances Thereto; And Approving Related Matters

Executive Summary: This Ordinance authorizes the issuance of various purpose bonds in an amount not to exceed \$540,000 to fund the Rush Run Phase 1 project which was completed in order to begin the Northeast Gateway project.

Recommendation: Introduce for Public Hearing on June 21, 2021

18. Ordinance No. 28-2021 Authorizing the Issuance of Bonds - McCord Park Renovations

Authorizing the Issuance of Bonds in the Amount of Not to Exceed \$2,175,000 for the Purpose of Designing, Renovating, Constructing, and Reconstructing Improvements at McCord Park, with Related Site Improvements and Appurtenances Thereto; And Approving Related Matters

Executive Summary: This Ordinance authorizes the issuance of various purpose bonds in an amount not to exceed \$2,175,000 for the design, renovation, construction and reconstruction of improvements at McCord Park.

Recommendation: Introduce for Public Hearing on June 21, 2021

19. Discussion Item(s)

a. Discussion Regarding the Return to In-Person Meetings

Reports of Council Members

Other

Executive Session

Adjournment

20. Motion to Adjourn

Contact: D. Kay Thress, Clerk of Council (Kay.Thress@worthington.org (614) 436-3100) | Agenda
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City Council Agenda

Minutes

Monday, May 10, 2021 at 7:30 pm

6550 N. High Street, Worthington, Ohio 43085

Virtual Meeting Information

Link through: [worthington.org](https://www.worthington.org)

Our Government – Live Stream

1. Call to Order

Minutes:

Worthington City Council met remotely in Regular Session on Monday, May 10, 2021, via Microsoft Teams videoconference. President Michael called the meeting to order at or about 7:30 p.m.

2. Roll Call

Minutes:

Members Present: Peter Bucher, Rachael Dorothy, Beth Kowalczyk, David Robinson, Doug Smith and Bonnie Michael

Member(s) Absent: Scott Myers

Also Present: City Manager Matt Greeson, Assistant City Manager Robyn Stewart, Assistant City Manager Economic Development Director David McCorkle, Law Director Tom Lindsey, Director of Finance Scott Bartter, Director of Service & Engineering Dan Whited, Director of Planning & Building Lee Brown, Director of Parks & Recreation Darren Hurley, IT Director Gene Oliver, Communications Director Anne Brown, Chief of Police Robert Ware, Chief of Fire & EMS Mark Zambito, Clerk of Council D. Kay Thress

3. Pledge of Allegiance

Minutes:

President Michael invited all to stand and join in reciting the Pledge of Allegiance to the flag.

Special Presentation

4. Resolution No. 21-2021 Recognition - Kathryn Paugh

Expressing the Appreciation and Best Wishes of the Worthington City Council to Kathryn Paugh for her Outstanding Service to the Worthington Area Chamber of Commerce and Contributions to the Worthington

Minutes:

Introduced by Mr. Bucher

MOTION: Ms. Kowalczyk moved, seconded by Mr. Smith to adopt Resolution No. 21-2021.

The motion carried unanimously by a voice vote.

President Michael read the text of Resolution No. 21-2021. She thanked Ms. Paugh for all she has done and has always been deeply involved in the community, connecting with people, and making things better.

Ms. Paugh expressed her appreciation for everyone in attendance. It has been her honor to lead the Chamber, to work with everyone, and wear the occasional moniker as "Ms. Worthington". She is deeply honored.

Mr. Greeson said that in the life of a staff member in Worthington, there are some constants over the years, first is that Finance will deposit your paycheck every two weeks, second is that the first three Monday nights of every month we'll have a Council meeting, and the third is that Kathryn Paugh will answer your call and be willing to help you with any civic project you wish to undertake. He has been witness to her going far above and beyond not only connecting people, but working to build organizations, collaborations, and relationships in this community. Each initiative along the way has benefitted from Ms. Paugh's keen insights, exceptional organizational skills, and ability to shape and harness the written word to make every event a little more special. He cannot wait to see what she does next.

Mr. Robinson thanked Ms. Paugh for the warmth and hospitality she has always showed him at Chamber meetings. He wished her best of luck in her future endeavors.

Ms. Dorothy thanked Ms. Paugh for making events so special, noting her attention to detail. Every event was special and memorable.

Ms. Saunders explained how she shared a letter to membership that described how she met Ms. Paugh and how she was excited to be a part of the Chamber and Ms. Paugh's world. She is so thrilled to have had the opportunity to learn from Ms. Paugh and have her as a mentor. She wished Ms. Paugh the best and that they will work to carry on her vision of the Chamber going forwards.

New Legislation to Be Introduced

5. Resolution No. 22-2021 ReBOOT Grant to American Legion Post 239

Approving Funding from the ReBOOT Worthington Grant Program to Support the American Legion Post 239.

Minutes:

Introduced by Ms. Dorothy

MOTION: Mr. Robinson moved, seconded by Mr. Bucher to adopt Resolution No. 22-2021

Mr. Greeson described how at the last meeting, Council directed staff to craft legislation in order to consider issuing up to a \$14,000 grant that is roughly the amount encumbered in the Economic Development Fund for the purposes of the

ReBOOT grant program. We have prepared that resolution and staff is ready to answer any questions Council may have. One of the things noted in the staff memorandum is the recommendation that we include a similar requirement that we have with other not-for-profit and civic organizations that we support, requiring a year-end report documenting how funds were used along with a short explanation of the proposed use of funds before distribution. The purpose is for accountability and audit purposes consistent with good financial practices of local government. The American Legion does many important things in our community and it should be an easy requirement to fulfill.

Ms. Dorothy expressed that she is in favor of having the reporting requirements.

Mr. Robinson agreed that the reporting would be appropriate and not difficult to provide. He appreciates staff putting this legislation together. He only became aware of the contributions of the Post through the discussion that was had last month regarding the liquor license request and subsequent visits he had with Commander Luksik. Considering that the Post has not had prior City funding, and was not aware of the ReBOOT program, and the impact that COVID has had on them, this would be money very well spent and he is fully in support.

Mr. Bucher echoed support for the reporting requirements.

President Michael commented that she supports the Legion and the work that they do. However, this is one-time money and is something that should not be counted on in future years. We received a number of letters from individuals saying how much they support the Legion, and she mentioned that the Legion does not have a lot of sources to raise funds. She would suggest that those who have had family members that served in the military, to join the Legion and help bring in some extra business so they can have ongoing income coming in.

Ms. Kowalczyk added that in terms of sustainability, there is no reason the Legion could not apply for community grants, though it may not be as much as there is through this particular grant. She suggests they take a look at that application next year to see if it fits with their mission.

The motion carried unanimously by a voice vote.

6. Ordinance No. 18-2021 Development Agreement High North

Authorizing the City Manager to Enter into a Development Agreement with DRP Worthington, LP.

Minutes:

Mr. Greeson explained that this is the High North Development Agreement and many of the details are spelled out in the memo. The agreement itself is in final legal review and will be attached to the agenda of the upcoming meeting and public hearing. There is a substitute ordinance to be introduced this evening, which Mr. Lindsey will overview. Next Monday night there will be a full and detailed presentation on all aspects of this.

Mr. Lindsey explained how there are some offsite public improvements that the developer will be doing, including enhancements to the High Street corridor, pedestrian pathway by the Wilson Bridge intersection, and then City monument and

landscaping that will be done. We have added language to clarify the appropriation needed for that piece of the work that the developers will do on behalf of the City. We have added our normal language regarding determining to proceed with public improvements to meet the Charter language. We also clarified that during the period of construction, the City Manager may need to grant temporary construction easements as to allow them to get the work done, and would not need to come back to Council for temporary easements for work done in the City's right-of-way. The City Manager would also have authority to take any administrative actions necessary consistent with the ordinance and the development agreement. It does not include authorization or approval of the financial incentives that will come later once the developer has secured the necessary leases to move forward.

Introduced by Mr. Smith.

The Clerk was instructed to give notice of a public hearing on said ordinances in accordance with the provisions of the City Charter unless otherwise directed.

Reports of City Officials

7. Policy Item(s)

a. American Legion Post 239 Liquor Permit Request

Minutes:

Mr. Greeson summarized how Council asked for a 30-day extension to decide whether to object to the Division of Liquor Control on the issuance of D-2 and D-3 liquor permits being requested by the American Legion Post. We requested that and it was granted. This is the last meeting before the 30-days are up, and Council needs to discuss what action to take.

Mr. Lindsey explained how he asked attorney Marc Myers to join us on the call tonight and how he is a long time practitioner in liquor law. We are here to support the discussion by Council tonight.

President Michael asked if in light of the ReBOOT funding whether the Legion is still interested in moving forward with the liquor permits. Mr. Lindsey said he is unsure, however Mr. Robinson has had discussion with the Legion in recent weeks, and Mr. Myers has had discussions with the attorney who is assisting them with their liquor permit process.

Mr. Robinson said he cannot speak for the Post in any way, but two understandings that he has from conversation with Commander Luksik, is that their motivation for seeking the permits originally is entirely financial. He had wondered whether there were other motivation such as giving visibility to the Post, but as far as he understands that is not the case. They would rather not staff events with volunteers. Whether tonight or into the future, he would very much like to discuss the possibility of recurring grants for the Post. A second factor that relates to whether they want to pursue the licenses, according to the Commander, they are still entertaining the possibility of continuing to seek the

permits even if additional funding is granted, with the idea they would subsequently sell the permits. Personally, he hopes to discourage the Post from pursuing that course of action if in fact their financial future can be secured through other means. He does not know what they would say tonight, but the ReBOOT funding is a one-time, generous grant, but he does not think that alone will cause them to abandon their pursuit of liquor licenses.

Mr. Myers explained how with his conversations with the attorney working with the Post, his impression was that the main purpose was not necessarily to obtain the permits to sell or cash them in, but the Commander envisioned the Post being able to hold special events, and they would be able to raise money. That was the core purpose more than the idea of getting the permits with the purpose of selling them. President Michael asked about if they were to get the liquor permits, there would still need to be a conditional use permit to restrict time, place, and dates. She asked if they are still moving forward with permit or want to withdraw. Mr. Robinson brought up a text he just received from Commander Luksik that his description previously was correct as to the understanding of the Post's sentiment and thinking. President Michael asked if that means they want to withdraw or move forward. Mr. Robinson said it is an awkward position, the Commander can listen but cannot call in. He said that the D-2 and D-3 permits alone are not particularly useful, and the Post being able to use or sell them is contingent on getting a D-1 permit. He asked for Mr. Myers to speak to the issues related to the probability and timing possibility of them getting a D-1 license. Mr. Myers explained that they are in opening status for the D-2 which is for wine, and the D-3 which is spiritous liquor. However, it is not in opening status for the D-1 since the liquor permits are issued on a quota basis. The quota is one permit for every 2,000 people or part there of. The population of Worthington is listed at 14,725 which makes the quota for the permits eight. Currently there are seven D-1 issued, so there is one opening, but two people on file. Number one is Yappy Greek and the Legion Post is number two, and they are the odd man out. They will not be getting the D-1 until or unless they come up for an opening. The only way they will come up for an opening is if the Yappy Greek does not qualify or withdraws their application, the other way would be if the population of the City increased by 1,275 people ratcheting the quota up, the final way would be if one of the current permit owners lost their permit, creating an opening. The only way the Post would get a permit quickly would be to buy an existing permit, or try to buy a D-1 from outside Worthington and TREX it in with the upfront support of the City Council. Mr. Robinson asked about the probability of a current owner not renewing their permits and the timing of that. Mr. Myers replied that with the timing, that would not be solidified until early October since the renewal is due July 1 and there is a 30-day grace period and a 30-day appeal period. Assuming a permit holder went through that process, the Division would wipe it out of the register, putting the Legion into process. Mr. Robinson asked if that ever happens. Mr. Myers replied that it

typically happens in much larger cities with a larger pool of permits. In a town like Worthington, unless there is a D-1 permit holder who is in big financial trouble, it is unlikely to happen. Savvy permit holders know that the permits have value to stay in Worthington or be TREXED out. The odds are pretty small. The other way would be if someone lost the permit through revocation which is also unlikely. With the population, he does not know how much it will grow with the population figures.

President Michael texted Commander Luksik and he informed her that they still want the licenses. So, they would still like to move forward with the understanding that there be a conditional use permit and the City would have definite impact on their hours of operation and what they can and cannot do. Mr. Myers expressed that is consistent with what he was told, that the Post did not want to withdraw their application.

Mr. Lindsey noted that even if Council were to vote to request a hearing, the chances of the City being able to establish grounds that would result in the non-issuance of the permits would be very slim. There is no prior history of any problems, or separate grounds that the Liquor Commission would be considering, they do not concern themselves with local zoning. Council may want to consider not objecting, and letting the process move forward, knowing that if they want to hold those special events, the Post will need to seek a rezoning of the property and then seek the conditional use. Through that process, the City will be able to hear from the residents and work out a solution that would work for all parties. Mr. Myers said that the law specifically cites that zoning is not to be considered by the Division of Liquor control, that is 100% a local issue. The Division of Liquor Control will not issue the D-2 and D-3 permits to the Post until or after it cancels the D-4 permit. The Post cannot hold all of those permits at the same time. Until the Post comes into opening status for the D-1 or obtains a permit by some other means, if they want the D-2 or D-3 fairly quickly, they would have to give up the privilege of selling beer. Mr. Robinson asked how long they would be able to hold on to the D-2 and D-3 permits in safe keeping. Mr. Myers replied that it cannot be put in safe keeping until issued, and right now they do not have those permits, they have a pending application. In order to have the D-2 and D-3 issued, they must give up their D-4, since the privileges are duplicative. Mr. Robinson asked if there were a status for the Post whereby the D-2 and D-3 would be in some sense approved and in waiting, where they would have ownership pending the receipt of a D-1. Mr. Myers responded that there are no guarantees they will get the D-2 and D-3, they are in pending status. The Division will not do much about it and could be in pending status for a couple of years unless someone gets in line behind and their license is prejudicing that subsequent applicant, the Division will turn up the heat to get the permits issued. Mr. Robinson said that he imagines there is a process where the Post could inform the Division of Liquor Control that they are withdrawing their applications and would take effect immediately. Mr. Myers said that is

correct, all they would have to do is file a request that would initiate a refund of the D-2 and D-3 permit fees that have been paid.

President Michael explained it is her understanding that the Legion would like to pursue these permits, only for special events and we all know for anything to go forward, they would have to go through the rezoning and conditional use.

Mr. Robinson asked when the rezoning potentially takes place, whether the regulation of the hours of possible operation would be determined through the rezoning process, or would there be subsequent action that would regulate the specifics. Mr. Lindsey replied that it would most likely not be part of the rezoning itself, assuming they would rezone to the same zoning classification as Memorial Hall. It is possible they would seek a PUD rezoning, which allows for a lot of details to be a part of the actual rezoning process itself. The anticipated approach would be to rezone to the Memorial Hall classification and then do a conditional use, which the conditional use process would include the additional controls. However, it could be done through a PUD process as well. Mr. Robinson asked if the conditional use terms could be changed by a subsequent council. Mr. Lindsey replied that there is a notion of having a conditional use granted for only a period of time, and make the property owner seek an additional conditional use each year for a period of time, and then grant a longer one. Those are options we could explore with the Post if and when they seek that rezoning.

Mr. Smith asked if his understanding is correct that if the Post gets their D-2 and D-3, they are giving up their D-4 and would not be able to sell beer at all, even to their members. Mr. Myers said that is correct, the D-4 allows the sale of beer, wine, and hard liquor to members only. In order to have the other permits, they would need to cancel the D-4 and would lose the privilege of selling beer. Mr. Smith asked if they do not end up getting the D-1 in a timely manner, can they revoke their D-2 and D-3, and get their D-4 back or would they have to restart the process of getting that permit back. Mr. Myers replied that they could cancel the D-4, get the D-2 and D-3 issued, and then try to market the D-2 and D-3, and apply for a new D-4 since there are plenty of those permits available in Worthington. Mr. Lindsey clarified about the issue of safe keeping, mentioned by Mr. Robinson, and that is a process that occurs but not in this instance. As long as nobody else is seeking a D-2 or D-3 in Worthington, the Post could be in a suspended application hold period where they would not issue those permits, and the Commission would not care about that status until another permit seeker was prejudiced by their failure to move forward. Mr. Myers explained how they can sit on the D-2 and D-3 application indefinitely as long as there is nobody behind them. It is when someone gets behind them and is ready to go, the Division of Liquor Control would put heat on the Post to make a decision. President Michael expressed she is looking to Council, because there needs to be some decision whether to object or not object on whether we want a hearing. If there is a hearing, the odds are not very good that we will prevail because

there are no negatives in the prior history of being in the community.

Ms. Dorothy asked what the normal conditions are for requesting a hearing. Mr. Myers replied that typically the objections for a new permit are if the applicant is not qualified and has a bad track record or number of felony convictions. On this one, it is a hybrid because it is a new application but the applicant has a track record. The only way you could sustain an objection is that you would have to show issuance of the permit would have a substantial and adverse effect upon the neighborhood. In order to try and prove that, you would have to show that the D-2 and D-3 would attract potential sales to non-members that could cause traffic problems and adverse effects on the neighborhood. The evidence is that the operation of the Post has not had any effect on the neighborhood in the years since they have held a permit. The chances in prevailing in an objection are probably pretty slim. The only avenue you could attack it is the adverse effect on the neighborhood.

Mr. Bucher expressed his appreciation of all this information tonight. He believes we need to move to not object at this point given what we have been told. If this does move forward, we would have opportunity to engage the community and the applicant on how to do this correctly for the neighborhood.

MOTION: Mr. Bucher moved, seconded by Ms. Dorothy to not request a hearing. Mr. Robinson stated for the record that he has come to appreciate the meaning and role of the Post in our community. He is committed to working to secure their financial future, but he does not believe the event space facility with liquor licenses is advantageous for the Post and is fundamentally inappropriate for the neighborhood. He is very much opposed to the Post operating an event space there, but he believes the good news is that he does not believe they will need to. He will abstain on the vote and his hope is that in the coming months we can further talk with the Post and we can develop a plan where the interests of the Post and neighborhood will both be met without the need for liquor permits. President Michael brought up a text message from Commander Luksik that the Legion has had their liquor permit for over 30-years.

Mr. Smith said he does not believe we should object, but there will be some significant issues in the neighborhood if it does go through if it becomes an event space. Through our planning and conditional use process, he hopes we can help facilitate that in the neighborhood. Anything we can do to help the Post be more financially viable, he is in favor of that.

The motion carried by a voice vote with an abstention

b. Permission to Bid - 2021 Street Improvement Program

Minutes:

Mr. Greeson detailed how historically we have conducted group driving tours to observe the roads being re-paved. However due to the pandemic, we distributed the plan and asked that Council do their own self driving tour. He does not know if we have had any substantive commentary on the proposed plan, but we are

prepared to answer any questions.

Ms. Dorothy asked when this was also sent over to the Bike and Pedestrian Committee on how to achieve bike and pedestrian accommodations in Worthington.

Mr. Whited responded that he put a brief presentation together and will answer Ms. Dorothy's question as a part of that. We have 167 or so lane miles of roadway we take care of every year, and use the PASER program that lets us evaluate the conditions of the roadways. The Worthington PASER program takes the scale indicators and makes the applicable to our community. We try to keep our pavement in the good to satisfactory range to control costs and maintain best pavement maintenance program possible. Only 1% of our roadways are in the poor condition category. We are starting to make some headway on the pavement preservation and the positives that come from that. Tonight we are asking to bid and will come back to verify funding legislation for the work itself. The bid opening will be on June 2nd and anticipate awarding the bid on June 28, starting construction in July that would end in mid-October. We did coordinate with the Parks Department to make sure that Bike and Pedestrian Committee was involved, but there were not a lot of opportunities to do that due to the continuous nature of the project. However, we are open to suggestions moving forward and if there are any projects from Bike and Ped that can be rolled into this project.

Ms. Dorothy said she is very appreciative of that coordination and hopes that it continues. In the spirit of coordination she asked if we are now overlaying this pavement repair with our waterlines and the gas line repairs. She knows that Riverlea recently worked closely with Columbia Gas on the gas lines. Mr. Whited replied that we do that as much as possible and our GIS team focuses on that. Monitoring how this SIP would integrate with other projects, when we did the waterline master plan, we specifically identified what we thought would be the future roadway projects. We do the best we can to anticipate how projects could interfere with each other, so we do not rip up freshly laid pavement.

Ms. Kowalczyk asked for an explanation on the sidewalk maintenance part of this project and how it works. Mr. Whited replied that our sidewalk maintenance program is based on identifying what roads our contractors are working on and evaluating the sidewalks on those roads at the same time. We then send letters to property owners if there is a safety issue identified, notifying them that it needs to be fixed. It can be done on their own or the City can have our contractor do it and bill the property owners for the work.

Ms. Dorothy when our map will be updated with the Northeast Gateway's new roads. Mr. Whited replied that will be done as soon as they are done and our GIS has that information ready for when it is completed.

MOTION: Mr. Robinson moved, seconded by Mr. Bucher that we approve the request to advertise for bids for the 2021 Street Improvement Program.

The motion carried unanimously by a voice vote.

8. Discussion Item(s)

a. Proposed Body Worn Camera Program

Minutes:

Chief Ware thanked Council for their willingness to engage over the past year around the issues of use of force and body cameras. After the robust debate last month and discussion about report writing, he felt like he needed to go into a discussion about report writing, how we use it, and how that ties into the use of body cameras.

There are several types of reports, first is the incident report written by an officer who may or may not have been there when the activity was occurring and is often after the fact. Supplements would be written by other officers involved and investigative notes on the follow-up investigation. If an incident results in an arrest, there is an arrest report written, and then there are force reports. Reports are important, and serve as documentation, allowing a case to be adjudicated and can be used as a referral. The public and media are often interested in what types are being taken in town, the most recent area of interest was the fraudulent unemployment claims that have affected so many residents. The essential questions asked in reports are: who, what, how, when, where, and why. The who includes everyone from offenders, bystanders, officers, and others, and we want to capture anything that is relevant to that event. It is important that reports are complete, concise, clear, correct, and objective. They need to be detailed and factual, and also void of personal opinion. The facts as articulated in a well written report, provide the officer's justification for seizing persons, places, or things under the Fourth Amendment to the Constitution. It is very critical that a report is accurate. Often times, memory alone is not enough. Officers are going to have their observations, but are not necessarily going to remember all the details and will often use the camera footage as a clarification or verification, helping to capture what happened from the beginning to the end. Body camera footage is just one piece to be used to write an accurate report.

He underlined how force is one of the types of reports we do because he thinks after talking to several Councilmembers, force is where we have concerns about officers reviewing video. He provided an update on the frequency of force, citing numbers from 2019. There were 24,865 calls for service with 1,504 reports taken. There were 472 arrests with 75 being felonies, 254 misdemeanors, 247 juveniles, and 116 operating a vehicle under the influence. Out of all of those, 17 were force incidents, which accounted for 2.5% of arrests. Five were persons in crisis and were referred for evaluation. Three persons engaged in a crime of violence, six were under the influence. Two had the application of a taser, and two were warned with use of a taser. Our last serious use of a force involving a Worthington officer was in 2002 with the discharge of a firearm against an armed robbery suspect, resulting in an injury. Officer involved shootings or

deaths is a traumatic experience for all and the video footage can assist with recall for the officer and witnesses. Each requires an incident report separate from other investigations that occur. Policies are informed by law, standards, best practices, values, experiences, safety, and risk reduction. The Officer Involved Shooting and Death Policy is still in development and he shared that one serious use of force in nearly two decades is a very good thing. The seriousness is that it can occur at anytime and we need sound policy. Within that policy, anything that results in serious injury or death where law enforcement is involved, he will request outside investigation by an agency such as BCI. It will also require an uninvolved officer completing the incident report, hoping to reduce the subjectivity of the report.

Video review by officers is supported by the Ohio Collaborative and many of the agencies he has talked to allow review at all levels. However, recognizing that the available literature recognizes potential benefits as well as potential detriments, more research is needed. He spent a lot of time reviewing and talking to other law enforcement officers and Councilmembers, and after that careful review, his position is that it is appropriate for video review to occur. Our policies undergo an annual review, so the portable video policy will undergo the same review as the force policy. He will continue to follow the law, research, and recommended best practices. As research is completed, best practices may change, and if they do he will follow that recommendation.

Mr. Oliver overviewed the revised quote for body worn cameras and how we examined two options for the cameras, one was on-premise and the other was platform as a service. The on-premise solution means that we are responsible for all aspects of the infrastructure and service delivery in terms of stewarding the recordings and backups. While that had a lower initial cost, the lifecycle cost was higher. The platform, cloud-hosted service has a slightly higher initial purchase, they would also take on in-car video storage which will reduce IT costs by approximately \$2,000 per year. We did seek to renegotiate their quote and they came back with a quarter-end incentive of \$135,000 if we complete the purchase by May 28th.

Ms. Kowalczyk asked for clarity that the incentive would apply to the cloud-based option. Mr. Oliver confirmed that was correct and that is the option staff is recommending. It is the better way both financially and technically. Ms. Kowalczyk asked for the 5-year lifecycle cost for the cloud based option. Mr. Oliver responded that with the incentive, it is the \$135,000 in comparison to the \$201,000 option for on-premises.

Ms. Dorothy commented that she appreciates comparing the lifecycle costs and she is not surprised how when we include the cost of storage, it is almost triple the initial cost we looked at. However, she does not see the costs of the people who will be viewing the tapes and redacting. She appreciates looking at this more holistically.

Mr. Robinson commented he was frustrated that Council was not provided more

information in the packet in order to study and prepare for tonight's discussion. Going back to the first meeting where body cameras were discussed, he sent emails to the City Manager expressing this was very complicated and he wanted information with plenty of time to study and discuss with one another. His understanding is that next week is when Council is being asked to vote on this and he would ask that whatever information accompanies that vote, be included in the next week's packet and emailed as soon as possible.

He asked what would happen hypothetically if access to video footage is not granted to a reporting officer following a use of force incident. He wondered how that would look and if for example the report exhibited that the memory of the officer was not entirely accurate, and that the video showed some facts that were contradicted or omitted that were important., what would that mean for the legal case or the police department. Perhaps this would show the report need not be looked at as the absolute truth of things, but reflects a subjective recollection of the officer, complimented by the relatively objective evidence of the video. What would the worst case scenario be if the video was not provided to reporting officer. Chief Ware responded that the uninvolved officer is the author of the report, they would have access to all the material. The involved officer is not going to be the one writing the incident report, therefore their initial statement would be brief. The primary report author may or may not have access to the video, that is part of the ongoing process we are undergoing with legal counsel when drafting a report for those types of situations. Mr. Robinson asked if the policy that will be proposed next week is access to the video is given to the reporting officer in use of force officers. Chief Ware replied there is no policy being proposed next week, what is being proposed is the purchase of the body cameras. The officer involved shooting and death policy is still in the development stage. Mr. Robinson said as a Councilmember, the point of greatest influence to shape policy is this point and time where we are getting ready to authorize expenditure. He would hope there would be a greater certainty about what the initial policy is going to be before we fund the purchase. You are expecting us to approve without clarity about the policy. Chief Ware explained that the body worn camera policy is in place now and allows for review. In the event of a serious death, injury, or officer involved shooting there is a separate policy that governs the activities of the officers and the investigation as it relates to those incidents. That is the policy still in development. Mr. Robinson asked in the case of a shooting, would the officer have access to the video prior to writing a report and will they already be serving in a secondary report writing function. Chief Ware replied that as a matter of authority, with or without the policy, an uninvolved officer writes the report. As it relates to when a video is used, that is part of the discussion we are having with legal counsel. Mr. Lindsey replied that the policy is under consideration with himself, but primarily Dan Guttman who is our personnel and labor counsel. When it comes to officer reviews and potential discipline related to those incidents, that policy has to

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take into account existing contract and labor law in terms of what can be done with or without negotiation and discussion with the union. Under state law, the police officers have a right to union representation, that process is a little more involved and is why it has not moved forward in terms of finalizing. Mr. Robinson asked if body cameras are addressed with our current labor contract with the police. Mr. Lindsey responded that the body cameras themselves are not addressed in terms of the contract language, but the process of investigation of complaints and actions of officers is part of the existing contract. He pointed out for clarity, we look at these issues from a couple of different standpoints, there is a prosecutorial interest in having a factually accurate report, there is also the liability of the City should someone take legal action against the City regarding what occurred, there is also the question of reviewing officer behavior from both a training and disciplinary perspective. If you talk to most prosecutors and defense counsel, you will probably find uniformity, they want a report that does not conflict with video evidence. On the employment side, you may find lawyers who see it differently and they want the report to be an impression without the benefit of the review. What the Chief and his research has found is that all the surrounding jurisdictions allow their officers to review. As more evidence comes in and more jurisdictions experiment, our annual review of policies will allow the Chief to evaluate whether to make a change. Where the Chief is looking at this expectation, is that when we have a shooting or death, that we at least separate the reporting officer from the involved officer and there is good value there that will not impact the prosecutorial aspects or the liability standpoint, consistent with the labor viewpoint as well. Mr. Greeson replied that he would expect we would have that policy in place before we deployed and trained on the cameras. We are pledging to include those provisions that address some of the issues raised.

Ms. Kowalczyk commented that she appreciates all of the work and research that Chief Ware has done, especially in response to the concerns that Councilmembers have brought up. She thinks it makes sense to have the exception in the situation where the perception of the officer may be at issue because they are involved and part of the report. That addresses some of the concerns she had about that particular situation.

Ms. Dorothy thanked the Chief for acknowledging that these cameras can influence people's memory and she believes that it is appropriate that the officer involved does not view the camera footage. She is interested in future research because memory is very malleable and can be influenced. She appreciates the steps we are taking right now.

President Michael expressed how she supports having the most accurate report possible, and if that includes having the officer review the tapes so that the report is tight and correct that is the most important because if you go forward and are in the court of law, you want to have the most accurate report possible. She thinks outside of the one exception we have been discussing, it is best for

the officer to be able to review that footage. She knows that Mr. Myers stated the same thing when we discussed this. You want to have the strongest and most accurate case possible.

Chief Ware closed by saying that he really appreciates all the Councilmembers who have been asking robust and difficult questions over the past year on two very important topics. Sometimes within our own realm, we only see things through our lens and do not always understand the lens that others look through. The ability to have that open dialogue and communication forced him to look at a lot of variables to come up with the best product for our City and police force.

Reports of Council Members

9. Reports of Council Members

Minutes:

Ms. Dorothy asked when the Sharon Township Fire Contract will be talked about with Council. Mr. Greeson replied he was unsure, we were just providing information about the cost of providing fire services to the Township and the need for that contract to be updated and renegotiated. That process has begun and the memo was meant to refresh Council's memory. Ms. Dorothy asked if it would be discussed later this year. Mr. Greeson said that he anticipated that it would be.

Mr. Robinson asked whether there has been any action regarding community outreach relating to the DORA. Mr. McCorkle responded that staff has started drafting some outreach communications, we have updated the website with quite a bit of information, anticipate putting an article in the ThisWeek News, and sending out mailers to households around Old Worthington.

President Michael mentioned that she attended the COMMA meeting last Friday and there is still a lot of concern about HB 157 about tax collections. There is talk about having a mid-year deadline for when things change as opposed to a calendar year deadline which most cities and businesses operate on. If anyone has a chance to talk to any legislators, that would be helpful. There was a presentation on diversion programs set up for youth to avoid them being brought into the system. She said that there was recently a lawsuit that Columbus lost about the use of force, and there was information about the liability of anyone who provides mutual aid in a use of force situation. If we had even provided traffic control, there would be downline implications. She asked Mr. Lindsey to find out more information about this. President Michael asked if someone could check into the City receiving a refund of administrative fees as a result of the lawsuit the state lost. Mr. Greeson replied that we have received that in an amount just over \$1,000.

Other

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Adjournment

10. Motion to Adjourn

Minutes:

MOTION: Ms. Kowalczyk moved, Ms. Dorothy seconded a motion to adjourn. The motion carried by a voice vote.

President Michael declared the meeting adjourned at 9:39 p.m.

Contact: D. Kay Thress, Clerk of Council (Kay.Thress@worthington.org (614) 436-3100) | Minutes published on 05/25/2021 at 8:11 AM



STAFF MEMORANDUM
City Council Meeting – June 7, 2021

Date: June 2, 2021

To: Matthew H. Greeson, City Manager

From: David McCorkle, Assistant City Manager & Economic Development Director

Subject: **Proposed 90-Day Pilot for Designated Outdoor Refreshment Area (DORA)**

EXECUTIVE SUMMARY

The Resolution and Ordinance, jointly, would amend the City's Designated Outdoor Refreshment Area to expand the days and times it is available, and the area included. This memo is intended to summarize public feedback and provide options for the proposed 90-day pilot period.

RECOMMENDATION

Motion to insert preferred 'Exhibit C' in Resolution 23-2021 and approve as presented.

Approve Ordinance 16-2021 as presented.

BACKGROUND/DESCRIPTION

What is a DORA?

Per O.R.C. 4301.82, a Designated Outdoor Refreshment Area (DORA) is a specified area of land that a local legislative authority has designated as exempt from certain open container provisions as defined within the legislative act that created the DORA. Patrons within a DORA that purchase an alcoholic beverage for on-premises consumption from a DORA designated liquor permit holder can leave the permit premises with an opened alcoholic beverage container and continue consuming it within the DORA.

Worthington's Existing DORA

With the passage of Resolution 30-2017, the City of Worthington became one of the first communities in central Ohio to create a DORA. After approving Resolution 30-2017 to create

the 4.06-acre DORA district, City Council subsequently approved Ordinance 20-2017 to amend section 529.07 of the City's Codified Ordinances to limit open containers to only the patio areas of DORA Qualified Permit Holders. By taking this additional legislative step, Worthington restricted the everyday boundaries of the DORA to smaller patio areas to support outdoor dining in Old Worthington. The ability to carry an open container anywhere within the DORA district was reserved for a handful of annual special events.

DORA Application

The ReBOOT Worthington team has received feedback from the local small business community that an expansion of the DORA would result in increased sales revenues. A municipality may amend an existing DORA by following the same procedures that were utilized to create the original DORA, including the filing of an application by the City Manager to begin the process. The City Manager's application to City Council, dated May 3, 2021, included the following considerations:

- Individuals would be permitted to carry an open container anywhere within the DORA district on a recurring, weekly schedule. Options might include every day of the week, or a schedule of Thursday through Sunday each week. Only special events are currently permitted for the district-wide carrying of open containers;
- DORA boundaries are slightly modified to include 530 High Street, the address for Chapala Mexican Restaurant;
- Any changes to the DORA would be part of a 90-day pilot program. Staff will then provide City Council with a report at the end of the 90-day trial period.

Public Engagement

The application to consider amending the DORA was filed with City Council on May 3, 2021. The application has been available for public review in the City Clerk's Office since that time. City staff have posted the details of the application on the City's website and posted the information to Facebook. The proposed changes have also been highlighted in recent articles in the E-Village Talks Newsletter, Worthington Spotlight, and ThisWeekNews. On May 12, 2021, the City sent mailers to 541 addresses that surround the DORA boundaries. Mailers were sent to property owners of record located from North Street (north) to Southington Avenue (south), and from Evening Street (west) to Morning Street (east).

As of June 1, 2021, the City had received 77 responses regarding the proposal to pilot a DORA amendment. Below is a summary of those responses:

For/Against

- 74 responses (96%) were in support of expanding the DORA
- 3 responses (4%) were against expanding the DORA

Days of Operation

- 63 responses (82%) supported every day of the week
- 8 responses (10%) supported Thursday – Sunday

Hours of Operation

- 19 responses (25%) indicated hours should be all the time (whenever open)
- 5 responses (6%) indicated the start time should be 4p or 5p

- 4 responses (5%) indicated the end time should be 9p

Geographic Boundaries

- 13 responses (17%) mentioned support for Chapala Mexican Restaurant
- 7 responses (9%) asked for inclusion of the Village Green
- 8 responses (10%) asked for inclusion of the Worthington Farmer's Market
- 2 responses (3%) asked for the exclusion of the Worthington Farmer's Market

90-Day Pilot Period Options for City Council Consideration

The following options correspond to "Exhibit C" of Resolution 23-2021. City Council would include one of these options in the approval motion:

- Exhibit C-1: Slightly expand geographic boundaries south to add parcels immediately south of South Street, amend days/hours of operation to be Thursday and Friday from 4pm to 10pm, and Saturday and Sunday from noon to 10pm.
- Exhibit C-2: Slightly expand geographic boundaries south to add parcels immediately south of South Street, amend days/hours of operation to be every day of the week, 9am to 10pm.
- Exhibit C-3: Some combination of the options listed above.
- Exhibit C-4: Slightly expand geographic boundaries south to add parcels immediately south of South Street, no changes to the days/hours. This option would have the DORA operate as-is, but include Chapala Mexican Restaurant as a Qualified Permit Holder.

On or before September 13, 2021, the City Manager shall provide City Council a status report on the amended DORA. City Council may use the results of the report to determine whether to continue the DORA under the same terms and conditions beyond the 90-day pilot period. If Council determines to modify the terms and conditions, or to dissolve the DORA, Council will need to pass a resolution in accordance with the applicable statutory provisions.

ATTACHMENTS

- Ordinance 16-2021
- Resolution 23-2021

ORDINANCE NO. 16-2021

Amending Section 529.07(c)(7) of the Worthington
Codified Ordinances to Be Consistent with State Law
Regarding Opened Containers of Beer and Intoxicating
Liquor Within the Designated Outdoor Refreshment Area

WHEREAS, City Council approved the creation of a designated outdoor refreshment area (“DORA”) for Downtown Worthington with the passage of Resolution 30-2017. This Resolution was passed pursuant to Ohio Revised Code §4301.82; and,

WHEREAS, pursuant to Resolution 30-2017, the DORA was only authorized for special events within the downtown area and was intended to enhance the experience of patrons of the restaurants who choose outdoor dining offered by those businesses; and,

WHEREAS, while the Ohio Revised Code generally permits opened containers of beer or intoxicating liquor within the boundaries of the DORA, the City’s approval of the Downtown Worthington DORA in 2017 limited open containers to the area immediately adjacent to the establishment where the beer or intoxicating liquor was purchased; and,

WHEREAS, staff is recommending that City Council amend Section 529.07(c)(7) of the Codified Ordinances to be consistent with state law to permit open containers within the boundaries of the DORA as long as the beer or intoxicating liquor was purchased from an establishment located within the DORA.

NOW, THEREFORE BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That Council hereby waives the requirement of Section 731.19 of the Ohio Revised Code that this Ordinance contain the entire section of the Codified Ordinances of the City of Worthington that is being amended.

SECTION 2. That subsection (c)(7) of Section 529.07 of the Codified Ordinances of the City of Worthington is hereby amended to read as follows:

529.07 OPEN CONTAINER PROHIBITED.

(c)(7)A. A person may have in the person's possession an opened container of beer or intoxicating liquor at an outdoor location within an outdoor refreshment area created under Ohio R.C. 4301.82, if the opened container of beer or intoxicating liquor was purchased from an A-1, A-1-A, A-1c, A-2, A-2f, D class, or F class permit holder to which both of the following apply:

1. The permit holder's premises is located within the outdoor refreshment area.
2. The permit held by the permit holder has an outdoor refreshment area designation.

ORDINANCE NO. 16-2021

B. Subsection (c)(7) of this section does not authorize a person to do either of the following:

1. Enter the premises of an establishment within an outdoor refreshment area while possessing an opened container of beer or intoxicating liquor acquired elsewhere;
2. Possess an opened container of beer or intoxicating liquor while being in or on a motor vehicle within an outdoor refreshment area, unless the motor vehicle is stationary and is not being operated in a lane of vehicular travel or unless the possession is otherwise authorized under subsection (d) or (e) of this section.

C. As used in division (C)(7) of this section, "D class permit holder" does not include a D-6 or D-8 permit holder.

SECTION 3. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed _____

President of Council

Attest:

Clerk of Council

Introduced April 19, 2021
P.H. May 3, 2021

ORDINANCE NO. 16-2021

Amending Section 529.07(c)(7) of the Worthington Codified Ordinances to Be Consistent with State Law Regarding Opened Containers of Beer and Intoxicating Liquor Within the Designated Outdoor Refreshment Area

WHEREAS, City Council approved the creation of a designated outdoor refreshment area (“DORA”) for Downtown Worthington with the passage of Resolution 30-2017. This Resolution was passed pursuant to Ohio Revised Code §4301.82; and,

WHEREAS, pursuant to Resolution 30-2017, the DORA was only authorized for special events within the downtown area and was intended to enhance the experience of patrons of the restaurants who choose outdoor dining offered by those businesses; and,

WHEREAS, while the Ohio Revised Code generally permits opened containers of beer or intoxicating liquor within the boundaries of the DORA, the City’s approval of the Downtown Worthington DORA in 2017 limited open containers to the area immediately adjacent to the establishment where the beer or intoxicating liquor was purchased; and,

WHEREAS, staff is recommending that City Council amend Section 529.07(c)(7) of the Codified Ordinances to be consistent with state law to permit open containers within the boundaries of the DORA as long as the beer or intoxicating liquor was purchased from an establishment located within the DORA.

NOW, THEREFORE BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That Council hereby waives the requirement of Section 731.19 of the Ohio Revised Code that this Ordinance contain the entire section of the Codified Ordinances of the City of Worthington that is being amended.

SECTION 2. That subsection (c)(7) of Section 529.07 of the Codified Ordinances of the City of Worthington is hereby amended to read as follows:

529.07 OPEN CONTAINER PROHIBITED.

(c)(7)A. ~~Except as provided in subsection (c)(7)(C) hereof, a~~ A person may have in the person's possession an opened container of beer or intoxicating liquor at an outdoor location within an outdoor refreshment area created under Ohio R.C. 4301.82, if the opened container of beer or intoxicating liquor was purchased from ~~a-qualified-an~~ A-1, A-1-A, A-1c, A-2, A-2f, D class, or F class permit holder to which both of the following apply:

1. The permit holder's premises is located within the outdoor refreshment area.
2. The permit held by the permit holder has an outdoor refreshment area designation.

ORDINANCE NO. 16-2021

B. Subsection (c)(7) of this section does not authorize a person to do either of the following:

1. Enter the premises of an establishment within an outdoor refreshment area while possessing an opened container of beer or intoxicating liquor acquired elsewhere;
2. Possess an opened container of beer or intoxicating liquor while being in or on a motor vehicle within an outdoor refreshment area, unless the motor vehicle is stationary and is not being operated in a lane of vehicular travel or unless the possession is otherwise authorized under subsection (d) or (e) of this section.

C. ~~Subsection (c)(7) of this section does not authorize a person to have in the person's possession an opened container of beer or intoxicating liquor purchased from a permit holder that has an outdoor refreshment area designation in an outdoor location except as allowed by that permit holder pursuant to and in accordance with the authority granted by the City and as specified by signage posted at the permit holder's premises.~~ As used in division (C)(7) of this section, "D class permit holder" does not include a D-6 or D-8 permit holder.

SECTION 3. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed _____

President of Council

Attest:

Clerk of Council

Introduced April 19, 2021
P.H. May 3, 2021



STAFF MEMORANDUM
City Council Meeting – June 7, 2021

Date: June 2, 2021

To: Matthew H. Greeson, City Manager

From: David McCorkle, Assistant City Manager & Economic Development Director

Subject: **High North – Development Agreement**

EXECUTIVE SUMMARY

This Ordinance requests authorization to amend Ordinance No. 44-2020 to adjust the annual budget by providing for appropriations from the General Fund Unappropriated Balance, and authorizes the City Manager to enter into a Development Agreement with DRP Worthington, LP, to support the redevelopment of the Shops at Worthington Place into High North, a mixed-use project located at 150 W. Wilson Bridge Road.

RECOMMENDATION

Approve as presented.

City Council unanimously approved this Ordinance at its May 17, 2021 meeting. Re-approval is needed due to a procedural error in the public noticing process. No substantive changes have been made to this memo or the attachments.

BACKGROUND/DESCRIPTION

Property Information

The Shops at Worthington Place were originally constructed in the mid 1970's and have been renovated numerous times over the past five decades. The property transferred ownership at the end of 2019, and the new owner, DRP Worthington, LP, (DRP) plans to redevelop the site into a mixed-use development called High North. This redevelopment project would include demolishing portions of the existing mall, constructing new restaurant/retail space, and constructing up to 125,000 square feet of Class A office space with a structured parking garage.

There is approximately 138,000 sq. ft. of leasable area in the mall today. Of this, approximately 45% of the mall space is not producing revenue and overall is underperforming. Previous

improvements and changes in use have enabled the eastern portion of the mall to operate at a higher level than the rest of the mall. The western side and interior corridors of the mall continue to struggle. The site also suffers from poor pedestrian and vehicular flow throughout the site.

Worthington Office Market

The City currently has a 9% office vacancy rate, excluding the former Anthem building on High Street. The City has approximately 2 million square feet of commercial office space, however only about 1% of that space can be considered 'Class A' space. The average age of office space in the City is approximately 45 years old. The remaining office space throughout the City is considered Class B and Class C office space. Additionally, the largest contiguous office space available in Worthington, excluding the Anthem property, is approximately 13,401 square feet in size. Without newer and larger spaces, the Worthington community will struggle to attract and retain larger employers that are needed to support the City's tax base.

Purpose of Development Agreement

Given the City's heavy reliance on income tax revenue to support City services, City representatives have been in discussions with DRP regarding the redevelopment, which will help address some of the limitations in the Worthington office product described above. The partnership between the City and DRP is described in the proposed Development Agreement. The purpose of the Development Agreement is to detail the obligations of the City and DRP and to specify the standards and conditions that will govern the redevelopment of the property. This is an overarching agreement that ties the rezoning and redevelopment of the property to the financial incentive structure. Subsequent incentive agreements will come to City Council for approval at a later date.

INCENTIVE STRUCTURE

Tax Increment Financing/Debt Issuance

The City proposes to support the High North office building by issuing capital facilities bonds to finance the construction of a 4-story, 542-space public parking garage. The debt obligation would be repaid using a combination of new income tax revenues from High North employers, as well as from Tax Increment Financing (TIF) revenues generated by the increased property value at the site.

This project represents a good source of incremental increase in property tax revenue. Through the use of this proposed TIF, the City can capture and redirect the incremental tax revenues to assist with the substantial costs associated with the construction of the garage. It is estimated that the parking garage will cost approximately \$15 million, plus costs associated with the City's bond issuance.

To create the TIF, City staff will be recommending in the coming weeks that the Worthington City Council adopt an enabling ordinance to exempt 100 percent of real property taxes, for a 30-year period, on improvements made to parcel 100-006788, or the new parcel once the anticipated subdivision occurs. The City estimates that the true value of the incremental improvements to the parcel associated with Phase 1 of the project will be approximately \$19.3 million. In conjunction with the exemption, the TIF requires the property owner to make payments in lieu of taxes in the amount they would otherwise pay in taxes.

The City intends to structure this TIF with the Worthington School District receiving 25% of the payments in lieu of taxes, with the remaining funds being deposited into the City's TIF Fund (see ORC §5709.82(C)(2)). A supplemental Compensation Agreement will also be considered to help

offset diverted property tax revenues. The Worthington School Board will consider this request for support at their June board meeting.

Venture Grant

It is anticipated that Venture Grant assistance may be needed to help offset the total cost of constructing a Class A office building and to assist DRP in attracting future employers. Any grant would be required to be performance-based and conditioned on DRP meeting minimum payroll commitments. Additional approval by City Council would be required at a future meeting.

Offsite Public Improvements

Under the Development Agreement, the City will reimburse DRP for offsite public improvements and enhancements associated with the High North project, up to a maximum amount of \$1,500,000. These improvements include a Worthington monument sign just north of Kroger, brick columns and decorative fencing along High Street, earthwork, plantings, accent lighting, and pedestrian paving at the Wilson Bridge Road intersections. The proposed funding sources for this work are listed below.

FINANCIAL IMPLICATIONS/FUNDING SOURCES

General Fund #101

101.1070.560983 Development Incentives	\$ 800,000.00
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W Wilson Bridge Rd. MPI TIF Fund #920

920.9020.560990 High North Site Improvements	\$ 1,500,000.00
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This Ordinance would appropriate the full amount of funding for offsite public improvements from the W. Wilson Bridge Rd. MPI TIF Fund. This is the TIF fund which was set up as a result of the TIF on The Heights apartments. As of 1/1/2021, the W. Wilson Bridge Rd. MPI TIF Fund had a fund balance of \$687,924. Because the TIF fund does not currently have the balance necessary to appropriate the full amount of the commitment, staff is proposing a loan from the General Fund to the TIF Fund. The \$800,000 would be transferred from the General Fund into the TIF fund so that the necessary funds were available to meet this commitment. As PILOT (Payment In-Lieu of Taxes) payments continue to be made to the TIF fund, the TIF fund would repay the General Fund in the amount of \$150,000 annually until the balance was repaid.

This strategy offers maximum flexibility for timing of the distribution of funds as well as saves the City both issuance and financing costs associated with issuing debt.

PREVIOUS LEGISLATION

City Council unanimously approved this Ordinance at its May 17, 2021 meeting. Re-approval is needed due to a procedural error in the public noticing process.

ATTACHMENTS

Ordinance 18-2021

Development Agreement

ORDINANCE NO. 18-2021

Amending Ordinance No. 44-2020 (As Amended) to Adjust the Annual Budget by Providing for Appropriations from the General Fund Unappropriated Balance, Authorizing the City Manager to Enter into a Development Agreement with DRP Worthington, LP, and Determining to Proceed with Certain Public Improvements.

WHEREAS, this Council desires to encourage the redevelopment of parcel number 100-006788, The Shops at Worthington Place, located at 150 W. Wilson Bridge Road (the **“Property”**), to further the economic development goals of the City in a manner that is consistent with the existing neighborhood; and,

WHEREAS, DRP Worthington, LP (the **“Developer”**) desires to redevelop the Property into a mixed-use development called High North, featuring approximately one hundred and ten thousand (110,000) square feet of restaurant or retail space, and approximately two hundred fifteen thousand (215,000) square feet of Class A office space (collectively, the **“Project”**); and,

WHEREAS, the Project includes designated improvements in the public right-of-ways including certain High Street enhancements, City entrance monument, fencing, landscaping, accent lighting, and pedestrian paving at the Wilson Bridge intersection (the **“Off-Site Improvements”**); and,

WHEREAS, the Project will be developed in accordance with PUD 02-2020 as passed by City Council on April 19, 2021; and,

WHEREAS, in connection with the administration of any financial incentives and the Planned Unit Development, the City and the Developer desire to execute a development agreement (the **“Development Agreement”**); and,

WHEREAS, the City seeks to increase employment opportunities and to encourage establishment of new jobs in the City, in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution; and,

WHEREAS, this Council desires that the Project be constructed, pursuant to the terms of the Development Agreement; and,

WHEREAS, the Charter of the City of Worthington, Ohio, provides that City Council may at any time amend or revise the Budget by Ordinance, providing that such amendment does not authorize the expenditure of more revenue than will be available.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That there be and hereby is appropriated from the unappropriated balances in the General Fund and W Wilson Bridge Rd. MPI TIF Fund as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
<u>General Fund #101</u>		
101.1070.560983	Development Incentives	\$ 800,000.00
<u>W Wilson Bridge Rd. MPI TIF Fund #920</u>		
920.9020.560990	High North Site Improvements	\$ 1,500,000.00

SECTION 2. For the purposes of Section 2.21 of the Charter of the City, this ordinance shall be considered an “Ordinance Determining to Proceed” with the Off-Site Improvements, notwithstanding future actions of this Council, which may be necessary or appropriate in order to comply with other requirements of law.

SECTION 3. That the City Manager is hereby authorized to execute the Development Agreement on behalf of the City with DRP Worthington, LP, and/or any related entity formed for the specific purpose of developing said Property (“DRP Worthington”), which includes provisions regarding the construction of the Project, administration of the PUD, financial incentive structure, and the undertaking of the Off-Site Improvements. The City Manager and other appropriate City officials are further authorized to provide such information and to execute, certify or furnish such other documents, and to do all other things as are necessary for and incidental to carrying out the provisions of the Development Agreement.

SECTION 4. That the City Manager, upon consultation with the City Engineer and approval to form by the Law Director, is authorized to grant to DRP Worthington temporary construction easements in, over, through, under, and across all public right-of-ways to the extent reasonably necessary to complete the Project.

SECTION 5. The City Manager, the Director of Finance and the Director of Law, and any other City official, as appropriate, are each authorized and directed to sign any other documents, instruments or certificates and to take such administrative actions as are necessary or appropriate to consummate or implement the transactions described in or contemplated by this Ordinance and the Development Agreement, except for any additional financial incentives that require separate legislative approval.

SECTION 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 7. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed _____

President of Council

Attest:

Introduced May 10, 2021
P.H. June 7, 2021

Clerk of Council

DEVELOPMENT AGREEMENT

DRP Worthington, LP (High North Project)

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made this date of ____, 2021 (the “**Effective Date**”) by and between DRP WORTHINGTON, LP, a Texas limited partnership, having an address at 5310 Harvest Hill Rd Suite 250, Dallas, TX, 75230 (the “**Developer**”), and the CITY OF WORTHINGTON, OHIO, a municipal corporation organized under the laws of the State of Ohio and its Charter, having an address at 6550 North High Street, Worthington, Ohio 43085 (the “**City**”).

RECITALS

A. Developer is the fee owner of the property identified as Franklin County permanent parcel number 100-006788-00, a description of which real property is attached hereto as **Exhibit A** and incorporated herein by reference (the “**Project Site**” with each parcel of real property within the Project Site referred to herein as a “**Parcel**” (whether as presently appearing on county tax duplicates or as subdivided or combined and appearing on future tax duplicates)). The Project Site currently contains a community shopping center currently known as “The Shops at Worthington Place”.

B. Developer desires to redevelop the Project Site into “High North”, a mixed-use development featuring approximately one hundred and ten thousand (110,000) square feet of restaurant or retail space, and approximately two hundred fifteen thousand (215,000) square feet of Class A office space (collectively, the “**Project**”).

C. The Project will be developed in accordance with PUD 02-2020 as passed April 19, 2021, a copy of which is attached hereto as **Exhibit E** (the “**PUD**”). The Project includes several designated improvements including the On-Site Improvements (defined below) and the Off-Site Improvements (defined below), which are more particularly and collectively described on the attached **Exhibit B** (the “**Designated Improvements**”) that are essential to establish the environment needed to attract “Class A” office tenants to the Project as well as provide desirable public amenities for the City and its residents.

D. Developer anticipates that the Project’s on-site improvements (the “**On-Site Improvements**”) will be completed, over several years, in three phases (each, a “**Phase**” and collectively, any two or more phases, the “**Phases**”) as such Phases are more particularly shown and outlined in the PUD and described as follows:

1. Phase 1A. Developer anticipates that Phase 1A (“**Phase 1A**”) will include, without limitation: (y) mall improvements to include removal of skylights, hardscape and landscape enhancements, and a re-envisioned building façade; (w) construction of the “**Phase 1 Building**” to include an above-grade building up to ten stories high, which may include some number of levels devoted to a parking garage (the “**Parking Facility**”) and some number of levels devoted to office space to be further determined in connection with the ultimate tenant-mix thereof; and (z) modifications to the areas on the Project Site which are adjacent

to a parcel currently owned by The Kroger Co. (the “**Kroger Parcel**”), including restriping of the parking lot located to the south of the Kroger Parcel, updated lighting within such parking lot, landscape enhancements and improvements, and pylon sign updates (the “**Kroger Adjacent Improvements**”).

2. Phase 1B. Developer anticipates that Phase 1B (“**Phase 1B**”) will include, without limitation certain additional mall improvements consisting of the removal of a rotunda, addition of a “through road” and reconfigured parking. Phase 1A and Phase 1B are collectively referred to as “**Phase 1**” and are further described on the attached **Exhibit D**.
3. Phase 2. Developer anticipates that Phase 2 (“**Phase 2**”) will include, without limitation, construction of the “**Phase 2 Building**” to include an above-grade building up to six stories high, which may include some number of levels devoted to a parking garage and some number of levels devoted to office space, to be further determined in connection with the ultimate tenant-mix thereof.

E. In addition to the On-Site Improvements to the Project Site, the City and Developer also desire that certain off-site improvements comprised of: (x) concrete sidewalk work in front of the parcel presently known as the “First Financial Parcel” (the “**Sidewalk Improvements**”); (y) Wilson Bridge Road improvements consisting of improved site entry, a realigned entry drive, and landscape enhancements, (the “**Wilson Bridge Road Improvements**”) and (z) North High Street enhancements (on both the east and west side of North High Street) consisting of new fencing and masonry columns, landscape upgrades, and City of Worthington monument sign improvements (the “**North High Street Enhancements**” the Wilson Bridge Road Improvements and the North High Street Enhancements, collectively, the “**Off-Site Improvements**”) be constructed to enhance the entrance to the City of Worthington and the Project. The Off-Site Improvements will be constructed in the City’s right of way (the “**ROW**”) or easement as specified in the PUD.

F. The City believes that the construction of the Project, the creation of jobs at the Project Site in connection with the Project, and the mutual fulfillment of this Agreement are all in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and regulations.

The City, by adoption of Ordinance No. [____], duly adopted by City Council on [____], 2021, has authorized the City Manager to enter into this Agreement for the development of the Project.

AGREEMENT

Now therefore, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

1. **Recitals**. The recitals form an integral part of this Agreement, and are incorporated herein by this reference.

2. Project Development.

- a. Financial Incentives. Prior to any construction of the Designated Improvements, the parties anticipate certain financing vehicles and agreements will be implemented and entered into, including but not limited to a venture grant, capital facility bond(s), tax increment financing or other appropriate structures (the “**Financial Incentives**”), as more particularly addressed in this Agreement. Accordingly, and notwithstanding anything in this Agreement to the contrary, in no event shall Developer have any obligations to begin, construct, or complete the Designated Improvements, or otherwise commence and continue the construction of the Project, nor shall the City be under any obligation hereunder to extend financial support for the Designated Improvements, the Off-Site Improvements, or the Parking Facility, unless and until the Financial Incentives are established, provided that Developer may, in its sole discretion, proceed with the Project prior to establishing such Financial Incentives, subject only to obtaining all necessary approvals from the City in connection with such Project.
- b. Reimbursement for Off-Site Improvements. Any Off-Site Improvements constructed by Developer other than the Sidewalk Improvements will be primarily funded by the City and dedicated to the City as outlined in Section 4 of this Agreement. The City shall not charge Developer plan review fees, inspection fees, or other fees related to the design and construction of the Off-Site Improvements. The reimbursement by the City to Developer for the cost of constructing the Off-Site Improvements (exclusive of the Sidewalk Improvements) shall not exceed one-million, five-hundred thousand dollars (\$1,500,000.00) (the “**Off-Site Improvement Cap**”), as further outlined in Exhibit B. Developer anticipates that the Off-Site Improvement Cap funds will be required over the course of approximately ten (10) months from the commencement of the Project, with approximately \$200,000 necessary for initial funding in July, 2021; approximately \$975,000 necessary for construction in October, 2021; and the remainder necessary over the six (6) month period thereafter. The City and Developer agree and understand that the foregoing timeline and cost estimate allocation is an estimate only and is subject to modification.
- c. Sidewalk Improvements. Prior to performing the Sidewalk Improvements the City acknowledges that it must acquire an additional right of way or an easement. The acquisition of such additional right of way or easement is the sole responsibility of the City. If the needed right of way or easement is not acquired, Developer will not have any obligation whatsoever to install the Sidewalk Improvements and will have no liability therefore whatsoever. In no event shall the Sidewalk Improvements be subject to the Off-Site Improvement Cap and such Sidewalk Improvements shall be separately reimbursable by the City to the Developer, provided that prior to Developer beginning any work on the Sidewalk Improvements, Developer and City will work to negotiate a separate Project Agreement further outlining the scope of work, cost, and plan for reimbursement of such costs.

- d. *Traffic Impact Study.* As of the Effective Date of this Agreement, the City is undertaking an area traffic analysis with the primary goal of developing solutions to improve the peak hour performance of the intersection at West Wilson Bridge Road and North High Street. Concurrently, a traffic impact analysis was performed for the Project based on estimated traffic volumes for each of the Phases of the Project as further set forth in **Exhibit C** attached hereto (the “**Developer’s Traffic Study**”). Based on the Developer’s Traffic Study, traffic volumes in connection with Phase 1A, Phase 1B, and Phase 2 of the Project are not projected to negatively impact the performance of the intersection of West Wilson Bridge Road and North High Street. The City and the Developer acknowledge and agree that any improvements (other than the Wilson Bridge Road Improvements and the North High Street Enhancements) to the intersection at West Wilson Bridge Road and North High Street deemed necessary by the City as a result of its own area traffic analysis are the sole responsibility of the City and that Developer shall have no obligations or liability therefore whatsoever.

- e. *He Hari Improvements.* The City currently plans to improve the signalized intersection at West Wilson Bridge Road and Mall Drive under a separate agreement with He Hari, Inc. and He Hari Development, LLC (the “**He Hari Improvements**”). The He Hari Improvements will have a significant impact on the Project. In the event the He Hari Improvements are not completed, prior to Phase 1B of the Project being initiated, Developer reserves the right (but shall not have the obligation) to complete the He Hari Improvements upon agreement by the City in its reasonable discretion, and subject to prior agreements of the City relating to the same. In the event Developer elects to complete the He Hari Improvements, upon agreement with the City (which shall be attempted to be reached in good faith, using commercial reasonableness), the parties will enter into a separate agreement covering the completion of the He Hari Improvements and cost reimbursement to Developer associated therewith. The City shall consult with the Developer in connection with any plans relating to the He Hari Improvements and in no event shall the City provide consent to plans for the He Hari Improvements to the extent that such He Hari Improvements materially or adversely affect the Project unless and until Developer also consents thereto.

- f. *Construction Easement.* The City will use good faith efforts to cause Council to approve the City’s grant to Developer of a temporary construction easement in, over, through, under and across all public right-of-ways abutting the Project or otherwise to the extent reasonably necessary to complete the Designated Improvements for so long as is reasonably necessary to complete the Designated Improvements. In the event the City is unable to obtain Council approval for such easement, Developer shall have no obligations in connection with the Project whatsoever to the extent that such easement is necessary for the completion of such obligations.

- g. *Third Party Easements.* The City agrees it is responsible for obtaining any required easements or right of way needed for the Off-Site Improvements (including,

without limitation, the Sidewalk Improvements). If the City does not acquire the needed easement or access and provide the same to the Developer with respect to a portion of the Off-Site Improvements, neither the City nor the Developer shall have any obligation hereunder to construct the impacted Off-Site Improvements, and the Off-Site Improvement Cap shall be reduced hereunder to reflect the proportionate share of costs for the Off-Site Improvements (as reflected on Exhibit B) that can no longer be completed, provided that any Off-Site Improvements which are not subject to the Off-Site Improvement Cap shall in no way be affected by the reduction of the Off-Site Improvement Cap.

3. **Financial Incentives and Agreements.** To enable the Project's success the City anticipates creating Financial Incentives used to provide incentives and funding to Developer related to specific components of the Designated Improvements. These Financial Incentives will be created prior to Developer's commencement of any construction on the Project, provided that, Developer, in its sole discretion, may commence construction without City liability therefore, and without thereby voiding or altering any portion of this Agreement. In addition, the City may secure additional financing structures or arrangements in order to reimburse any construction related costs the City may incur in connection with the Project, and the Developer shall provide reasonable cooperation and support in connection with the same. The parties anticipate that the Financial Incentives will require additional agreements between the City and Developer which may include, without limitation, a TIF Service Payment Agreement, a Venture Grant Agreement, and/or additional amendments to this Agreement as may be reasonably requested by the City in order to provide the support requested by the Developer hereunder. Any such additional agreements shall be subject to review and approval by the City Council of the City.
 - a. Venture Grant Agreement. Developer anticipates that the Project will create a yet-to-be-determined number of full-time employment positions with projected annual payroll of approximately fifty million dollars (\$50,000,000). Project commitments related to such matters will be further defined in a separate Venture Grant Agreement.
 - b. Guarantees. Developer acknowledges minimum TIF service payment guarantee(s) or other guarantees related to the anticipated Financial Incentives may be required by the City and/or other entities that may be party to agreements entered into as part of the Financial Incentives.
 - c. Timing for Financial Incentives. In order to enable timely construction of the Designated Improvements, the City and Developer agree to use good faith commercially reasonable efforts to establish the required Financing Structures and related incentives, within one hundred twenty (120) days from the date Developer achieves and provides to the City executed leases for 60% of the leaseable square footage of Phase I Building for the Project (the "**Substantial Tenant Acquisition Date**"). Recognizing that the implementation of the Financial Incentives, including the issuance of any bonds, will require significant time and effort on the part of the City, the Developer shall stay in reasonably regular contact with the City regarding

tenant acquisition. The City and Developer may, by mutual agreement, extend this time to a period of time deemed reasonable by both parties, provided that if the Financial Incentives are not established within such timeframe (as the same may be extended), then the construction of the Designated Improvements is at the sole discretion of Developer, subject to receipt of all necessary City approvals in connection therewith.

- d. Financial Incentives for Phase 2. The City and the Developer acknowledge and agree that any Financial Incentives for Phase 2 shall be subject to separate negotiation and agreement at such time as the Developer is prepared to proceed with Phase 2.

4. **Project and Construction Regulation.**

- a. Zoning. At the request of Developer, the City has rezoned the Project Site from C-2 Community Shopping Center, to PUD 02-2020 pursuant to Ordinance No. 11-2021, approved by City Council on April 19, 2021, in accordance with the Planning and Zoning Code of the City of Worthington. Developer shall ensure that the Project construction complies with the current zoning and any future zoning approved by City Council.
- b. Completion of Project. Subject to the terms and conditions of this Agreement, Developer shall have substantially completed or caused the completion of the Project, including all of the Designated Improvements, with such modifications thereto that are acceptable to the City in its reasonably exercised discretion based on a consideration of generally accepted industry standards, costs, and guidelines applicable to similar projects.
- c. Environmental Reports. Developer shall have submitted such environmental reports for the Project Site to the City as have been requested by the City and evidencing there are no violations of environmental laws that would prevent development of the Off-Site Improvements in accordance with the Project Plans. Developer shall have delivered a reliance letter from the preparer of the environmental reports authorizing reliance on those reports by the City.
- d. Permits. Developer shall have obtained the required permits for construction of the Project, including the Designated Improvements.
- e. Construction of the Project.
 - i. At such time as Developer has obtained all building permits, zoning approvals, and other governmental approvals required for the Project, Developer may commence and thereafter complete the construction of the Project as reflected in the Project final plan(s), in compliance with all applicable laws. Developer shall be responsible for acquiring and paying for all State, local, or Federal permits required for the Project.

- ii. Developer shall cooperate in good faith with the City to construct the Designated Improvements based on a consideration of generally accepted industry standards, costs, and guidelines applicable to similar projects.
- iii. The Designated Improvements contemplated by this Agreement shall be performed and completed by Developer, its contractors and subcontractors, or any successors thereof, in a good and workmanlike manner using first-class materials in accordance with all applicable laws, ordinances, rules and regulations and related safety standards, including the specifications and standards of the City. Upon the commencement of any construction taken pursuant to this Agreement, the Developer must diligently pursue such construction of such portion of work that was commenced to completion.
- iv. A construction schedule for Phase 1, in accordance with PUD 02-2020, is contained in **Exhibit D**. The schedule's start date shall be determined, at Developer's option, in its sole discretion, by the Substantial Tenant Acquisition Date, provided that Developer may commence Phase 1 prior to its completion of tenant acquisitions for the Project. In no event shall Developer have any obligation to commence the Project unless and until the Financial Incentives have been obtained.
- v. Developer agrees to submit Project plans including those required for the Designated Improvements to the City Engineer for review, and the City reserves the right to review and approve the design and engineering of the Designated Improvements for consistency with City standards and specifications prior to the issuance of permits. The City covenants that it will use its best efforts to approve or reject such submissions in a manner that is consistent with the construction schedule for Phase 1 as set forth in **Exhibit D**.
- vi. Developer agrees to permit duly authorized agents and employees of the City, upon reasonable advance written notice, to inspect and review the construction of any Designated Improvements that are to be located in a City right-of-way or to connect into any existing or planned City public infrastructure, to confirm, among other things, that such Designated Improvements are being constructed in substantial conformance with the approved Project plans, and to attend any onsite construction meetings pertaining to such Designated Improvements.
- vii. Developer shall provide a warranty to the City (the "**Warranty**") that all Off-Site Improvements constructed by it are in conformity with the approved Project plans and free from defects in workmanship, materials and equipment for a period of two (2) year (the "**Warranty Period**"). The Warranty shall remain in effect until the expiration of the Warranty Period unless Developer shall provide a maintenance bond satisfactory to the City

in form and substance in lieu of all or a portion of the Warranty, which Developer may choose to do in its sole discretion.

1. This Warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by others, or abuse.
2. To the extent any products, equipment, systems, or materials incorporated in the work completed at the Project Site are specified and purchased by the City, and except as installed, implemented, or incorporated by the Developer, they shall be covered exclusively by the warranty of the manufacturer or supplier and not the Warranty. For purposes of clarity, there are no warranties of Developer which extend beyond the description on the face of any such warranty.
3. Developer's liability for the Warranty shall be absolutely limited to the two-year Warranty Period referred to in Section 4.e.vii.
4. The Warranty shall commence on the date of the City's acceptance of the dedication of such Off-Site Improvements, unless otherwise provided in writing. The City shall have the right, to be exercised reasonably, to inspect, or to hire a third-party to inspect, the dedicated Off-Site Improvements during construction and during the Warranty Period.
5. If Developer, after receipt of detailed written notice, does not promptly repair or replace defective work during the Warranty Period, the City may repair or replace such defective work and charge the cost thereof to Developer or Developer's surety. Defective work that is repaired or replaced by Developer shall be inspected by the City Engineer. The repaired or replaced work shall be guaranteed by Developer for the remainder of the Warranty Period, if any.
6. ALL OTHER WARRANTIES OF DEVELOPER AS PERTAINS TO THE DESIGNATED IMPROVEMENTS, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.
7. The Developer and City shall work in good faith to agree to such additional requirements relating to the construction, improvement, and operation of the Parking Facility as the City, the Columbus-Franklin County Finance Authority, or other governmental entity

selected to own and operate the Parking Facility shall reasonably request.

8. In the event that construction of the Project does not proceed or ceases to progress, after demolition of the existing improvements on the Project Site, in addition to and not in limitation of any other remedies available to the City, the Developer shall comply with all City requirements relating to restoration of the Project Site or otherwise securing the Project Site until such time as construction shall begin or resume, as the case may be.
- f. ***Indemnification.*** The Developer shall, at its cost and expense, defend, indemnify and hold the City and any officials, employees, agents and representatives of the City, its successors and assigns (collectively the “**Indemnified Parties**” and each an “**Indemnified Party**”), harmless from and against, and shall reimburse the Indemnified Party for, any and all loss, cost, claim, liability, damage, judgment, penalty, injunctive relief, expense or action (collectively the “**Liabilities**” and each a “**Liability**”), other than Excluded Liabilities, as defined below, whether or not the Indemnified Party shall also be indemnified as to any such claim by any other person, the basis of which claim (a) was caused by or results from the negligence or willful misconduct of Developer or its affiliates, agents, employees, contractors, subcontractors and material suppliers while in possession or control of the Project, or is in any way related to the negligence or willful misconduct of such parties with respect to the Project or the selection of contractors, subcontractors or material suppliers relating thereto; (b) is based, in whole or in part upon a breach by Developer or its affiliates of this Agreement or any other agreement by and between the City and Developer with respect to the Project (each, a “**Project Agreement**”); (c) relates to fraud, misapplication of funds, illegal acts, or willful misconduct on the part of Developer or its affiliates; or (d) relates to the bankruptcy or insolvency of Developer or its affiliates. The indemnity provided for herein shall survive the expiration or termination of and shall be separate and independent from any remedy under any Project Agreement. “**Excluded Liability**” means each Liability to the extent it is attributable to the willful misconduct of any Indemnified Party or the failure of any Indemnified Party to perform any obligation required to be performed by the Indemnified Party as a condition to being indemnified hereunder, including without limitation, the settlement of any Liability without the consent of Developer, or, to the extent Developer’s ability to defend a Liability is prejudiced materially, the failure of an Indemnified Party to give timely written notice to Developer of the assertion of a Liability. Upon notice of the assertion of any Liability, the Indemnified Party shall give prompt written notice of the same to Developer. Upon receipt of written notice of the assertion of a Liability, Developer shall have the duty to assume, and shall assume, the defense thereof, with power and authority to litigate, compromise or settle the same; provided that, the Indemnified Party shall have the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest, which approval may be withheld in its sole discretion. At Developer’s expense, an

Indemnified Party may employ separate counsel and participate in the defense of any Liability; provided, however, that any such fees and expenses must be reasonable and necessary to protect the interests of the Indemnified Party. Developer shall not be liable for any settlement of any Liability made without its written consent, but if settled with the written consent of Developer, or if there is a final judgment for the plaintiff in an action, Developer agrees to indemnify and hold harmless the Indemnified Party, except only to the extent of any Excluded Liability.

- g. *Time for Performance.* The intent and understanding of the parties is for Developer to have the Off-Site Improvements constructed and completed by the date which is thirty-six (36) months following the Substantial Tenant Acquisition Date. Completion is subject, in all events, to the ability of the City to reimburse Developer for the construction costs of such Off-Site Improvements (subject to the Off-Site Improvement Cap). In the event the City does not have funds available to reimburse Developer, Developer's commitment in this paragraph and elsewhere in this Agreement as it relates to the construction of Off-Site Improvements shall automatically be voided.
 - i. Developer will begin final design and obtaining necessary Ohio Department of Transportation approval of the Off-Site Improvements upon the later of: (i) notification by the City that funding is available and (ii) the Substantial Tenant Acquisition Date. The City recognizes the importance of these Off-Site Improvements to the overall success of the Project and will use best efforts to designate funding within one hundred and sixty (60) days of the Effective Date hereof.
 - ii. Developer shall submit to the City itemized invoices and evidence of payment for such Off-Site Improvements. The City shall have fifteen (15) days from receipt to review the invoices and approve (which approval shall not be unreasonably withheld, conditioned, or delayed) them for reimbursement to Developer or request such additional information as the City shall reasonably require. Reimbursement should be processed by the City within fifteen (15) days of approval for reimbursement.
 - iii. Except in the event the City does not have such funds available, the time for performance indicated immediately above is subject to any approved extensions by the City for delays beyond the reasonable control of Developer that prevent Developer from timely performing its obligations under this Agreement. A request for extension must be in writing and may be granted at the discretion and approval of the City.
- h. *Plan Review and Inspection Cost.* Developer shall pay for all inspection fees and plan review costs incurred by Developer as and when incurred. Developer shall permit the City or its agents to inspect the Project upon not less than forty-eight (48) hours' prior written notice at any time during business hours and shall provide the City or its agents such information as they shall reasonably require in order to

perform inspections of the Project from time to time. In addition, the Developer shall be responsible for all costs incurred by any engineer appointed by the City Engineer to provide inspection services with respect to the Project, provided that in no event shall any engineer appointed by the City charge in excess of fees which are customarily charged by cities of similar size and location to the City of Worthington in connection with projects similar to the Project and further provided that the City shall estimate such costs to Developer prior to incurring the same, which estimates shall be subject to the reasonable review and approval of Developer. The Developer shall reimburse the City for all such costs within 30 days of the City's payment of the same.

- i. *Business Enterprise Requirements.* The City of Worthington supports diversity and inclusion and encourages the utilization of Minority Business Enterprises, Female/Woman Business Enterprises, Disadvantaged Business Enterprises and Small Business Enterprises as prime and subcontractors, and the utilization of women and minority workers on construction projects. The Developer is expected to undertake commercially reasonable efforts to require participation by these enterprises, provided that such participation is subject to availability of qualifying laborers and contractors in the Central Ohio region. It is understood that depending on market conditions, such participation may not be attainable for all elements of the Project.

5. **Events of Default and Remedies.**

- a. *Developer Defaults.* Any one or more of the following shall constitute a **"Developer Default"**:
 - i. If Developer shall fail to observe or perform any agreement, term or condition stated in this Development Agreement, any Project Agreement, or any other agreement between the Developer and the City relating to the Parking Facility, and such failure shall continue for a period of ten (10) business days (with respect to such failures which relate to any monetary obligations of Developer hereunder) or thirty (30) days (with respect to any other failure) after Developer has received a Default Notice (as defined herein) of such failure unless more than thirty (30) days shall be required because of the nature of the failure, in which case if Developer shall have failed to proceed diligently to commence to cure such failure within such initial 30-day period after it received a Default Notice and thereafter fails to cure such failure;
 - ii. Any representation or warranty made by Developer in this Agreement or in any other Project Agreement is false or misleading in any material respect as of the time made;
 - iii. Any report, certificate, or other document furnished by Developer to the

City pursuant to this Agreement or any other Project Agreement is false or misleading in any material respect as of the time furnished and has been relied upon by the City to its material detriment prior to correction by Developer;

- iv. The filing by Developer of a petition for the appointment of a receiver or trustee;
 - v. The making by Developer of a general assignment for the benefit of creditors;
 - vi. The entry of an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with Developer as debtor;
 - vii. The filing by Developer of an insolvency proceeding with respect to Developer or any proceeding with respect to Developer for compromise, adjustment, or other relief under the laws of any country or state relating to the relief of debtors.
- b. Remedies for Developer Default. At any time as of which a Developer Default exists, the City at its option, may, but shall not be obligated to, exercise any one or more of the following remedies:
- i. By written notice to Developer, terminate this Agreement, provided that such termination shall not affect the obligations of Developer that have then accrued, if any;
 - ii. Recover from Developer any sums of money that are due and payable by Developer to or for the benefit of the City under this Agreement; (ii) solely with regard to a failure of Developer to complete the Off-Site Improvements once Developer has commenced construction of the Off-Site Improvements (the parties agreeing that this remedy is not available to the City with regard to any On-Site Improvements), commence an action for specific performance or other equitable relief against Developer with respect to the defaulted obligations; and (iii) exercise the City's rights under Section 5.g. with respect to Developer Default if applicable; and
 - iii. Enforce, or avail themselves of, any other remedies available to them at law or in equity.
- c. City Default. Any one or more of the following shall constitute a “**City Default**”:
- i. If the City shall fail to observe or perform any agreement, term or condition stated in this Development Agreement, and such failure shall continue for a period of ten (10) business days (with respect to these failures which may

be cured by the payment of money) or thirty (30) days (with respect to any other failure) after the City has received a Default Notice of such failure unless more than thirty (30) days shall be required because of the nature of the default, in which case if the City shall have failed to proceed diligently to commence to cure such failure within such initial 30-day period after it received a Default Notice and thereafter fails to cure such failure;

- ii. Any representation or warranty made by City in this Agreement or any other Project Agreement is false or misleading in any material respect as of the time made and has been relied upon by the recipient to its material detriment prior to correction by City; or
 - iii. Any report, certificate or other document furnished by City to a Developer pursuant to this Agreement or any other Project Agreement is false or misleading in any material respect as of the time made and has been relied upon by the recipient to its material detriment prior to correction by City.
- d. *Remedies for City Default.* At any time as of which a City Default exists, the Developer, at its option, may, but shall not be obligated to, exercise any one of more of the following remedies:
- i. By written notice to the City, terminate this Agreement, provided that such termination shall not affect the obligations of the City that have then accrued;
 - ii. Recover from City any sums of money that are due and payable by City to or for the benefit of the applicable Developer under this Agreement; (ii) unless the Developer shall have terminated this Agreement, except for obligations requiring City Council approval, commence an action for specific performance or other equitable relief against City with respect to the defaulted obligations; and (iii) exercise the applicable Developer's rights under Section 5.g. with respect to City Default if applicable; and/or
 - iii. Enforce, or avail itself of, any other remedies available to it at law or in equity.
- e. *Default Notices.* At any time when there exists a failure on the part of Developer to perform in the due and punctual payment, performance or observance of any obligation of Developer under this Agreement or any other Project Agreement, City shall give Developer a written notice specifying such failure, indicated as being a "Default Notice" under this Section. At any time when there exists a failure on the part of the City to perform in the due and punctual payment, performance or observance of any obligation of City under this Agreement or any other Project Agreement, the Developer shall give the City a written notice specifying such failure, indicated as being a "Default Notice" under this Section. Any notice given in accordance with this Section is called a "**Default Notice.**"

- f. **Enforcement.** Except as expressly provided otherwise in this Agreement (specifically, with regard to the construction or completion of the On-Site Improvements or Developer's failure to complete the On-Site Improvements), as the remedy at law for the breach of any of the terms of this Agreement may be inadequate, each enforcing party has a right to seek temporary and permanent injunction, specific performance and other equitable relief that may be granted in any proceeding brought to enforce any provision hereof.
 - g. **Self-Help.** Without limiting the provisions of Section 5.b. and Section 5.d., solely with respect to Off-Site Improvements, (i) should any defaulting party fail to remedy any default identified in a Default Notice within the cure period specified this Agreement applicable thereto, or (ii) should any default under this Agreement exist which (A) constitutes or creates an immediate threat to health or safety or (B) constitutes or creates an immediate threat of damage to or destruction of property, then, in any such event, the non-defaulting party has the right, but not the obligation, to enter upon the property of the defaulting party to take such steps as the non-defaulting party may elect to cure, or cause to be cured, the default or violation. If a non-defaulting party cures, or causes to be cured, a default as provided above in this Section, then there will be due and payable by the defaulting party to the non-defaulting party upon demand the amount of the reasonable costs and expenses incurred by the non-defaulting party in pursuing the cure,. If the defaulting party fails to pay the demanded amount within 30 days, then the non-defaulting party may take legal action to collect the demanded amount, reasonable attorney fees, and statutory interest. For avoidance of doubt, this section shall apply only to defaults associated with Off-Site Improvements.
 - h. **Costs of Enforcement.** If an action is brought by the City for the enforcement of any provision of this Agreement, the Developer, and only to the extent that Developer is found to be in default or breach of this Agreement or another Project Agreement, will pay to the City all costs and other expenses that become payable as a result thereof, including without limitation, reasonable attorneys' fees and expenses.
 - i. **Stop Work Orders.** Notwithstanding any other provision of this Agreement, the above-described notification and cure provisions shall not apply when (i) the City's Director of Planning and Building issues a stop work order for local, county or state code violations related to construction defects that present an imminent risk of serious injury or seriously threatens public safety, or (ii) the City Engineer issues a stop work order for local, county or state construction code violations that present an imminent risk of serious injury or seriously threatens public safety.
6. **Completion.** Notwithstanding anything to the contrary in this Agreement, it shall not be an event of default under this Agreement if Developer elects not to ever commence construction of the Project, and in the event that Developer does not commence construction of the Project by December 31, 2025, the obligations of the City hereunder shall expire, and this Agreement shall

terminate. However, if Developer commences construction of the Project, and Developer agrees to substantially complete the construction of the Off-Site Improvements, whether or not it completes the On-Site Improvements, Developer shall, within thirty (30) days following the completion of the Off-Site Improvements, or any portion thereof, furnish to the City, as required, “as built” drawings of the Off-Site Improvements, which drawings shall become the property of the City and remain in the office of the City Engineer. Developer shall, within thirty (30) days of completing the Off-Site Improvements, or any portion thereof, furnish to the City an itemized statement showing the cost of the Off-Site Improvements and a notarized affidavit stating that all material and labor costs have been paid. Developer shall indemnify and hold harmless the City from all expenses and claims for labor and/or material related to construction by Developer of the Project. In its contracts with agents, subcontractors, and subconsultants, Developer shall require each entity to indemnify and hold harmless the City from all expenses and claims for labor and/or material related to construction of the Project. In connection with each request for reimbursement, Developer shall provide the City with evidence satisfactory to the City that all liens affecting the Off-Site Improvements, including but not limited to liens for delinquent taxes, the lien of any mortgage, and any mechanic’s liens, have been released. Developer shall comply with all rules and regulations and conform to all procedures established by the City regarding submission of drawings, construction schedules, operation of facilities, and other matters related hereto. Developer shall obtain all necessary utility services necessary for the construction of the Off-Site Improvements and for their continued operation. Developer shall be initially responsible for all utility charges and installation costs relating to the construction of the Off-Site Improvements, provided that such costs shall be eligible for reimbursement by the City if within the Off-Site Improvement Cap (to the extent such Off-Site Improvements are subject to the Off-Site Improvement Cap). For the avoidance of doubt, from and after the completion of the construction of the Off-Site Improvements, Developer’s obligations to pay for any utility charges associated therewith shall cease.

7. **Prevailing Wage.** Developer and the City acknowledge and agree that construction of the Off-Site Improvements is subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115 and all wages paid to laborers and mechanics employed in constructing the Off-Site Improvements shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Off-Site Improvements, which wages shall be determined in accordance with the requirements of that Chapter 4115. Developer shall require compliance by all contractors and shall require all contractors to require all subcontractors working on the (reimbursable) aspects of the Off-Site Improvements, to comply with all applicable requirements of that Chapter 4115. Developer acknowledges and agrees that, regardless of the parties’ efforts, desires, or intentions, in the event that the Ohio Department of Commerce or a court of law may ultimately determine that the prevailing wage law applies to other portions or all of the Project, then the City shall not be responsible for and Developer shall hold the City harmless for any increased cost to Developer or the City, including but not limited to increased labor costs, attorney fees, or litigation costs, as a result of such determination. The provisions of this Section shall survive the termination of this Agreement.

8. **Insurance.** Prior to the commencement of construction of the Off-Site Improvements, Developer or its contractor(s) shall take out and maintain, and shall require all contractors to require all subcontractors to take out and maintain, insurance in such amounts as provided below.

Developer or its contractor(s) shall provide sufficient evidence to the City, prior to construction, that such insurance exists and is in effect.

- a. Public Liability Insurance in the amount of \$1,000,000.00 for bodily injuries including those resulting in death of any one person and on account of any one accident or occurrence.
- b. Property Damage Insurance and Builders Risk Insurance in an amount of \$1,000,000.00 from damages on account of any one accident or occurrence.
- c. Valuable Papers Insurance (when applicable to the type of work undertaken by the contractor or subcontractor) in an amount sufficient to assure restoration of any plans, drawings, field notes, or other similar data relating to the work covered by this Agreement, in the event of their loss or destruction, until such time as the plans and field and design data are delivered to the City.
- d. Professional Liability Insurance in the sum of not less than \$1,000,000.00 annual aggregate, on a claims-made basis.

Developer agrees, on behalf of itself and its agents, subcontractors, and subconsultants that the insurance policies required herein (excluding the professional liability insurance) shall require the insurer to name the City as an additional insured, and to provide the City with thirty (30) days' prior written notice before the cancellation of a policy.

9. **Representations.** Developer represents and warrants that the execution and delivery by Developer of this Agreement and the compliance by Developer with all of the provisions herein (i) are within the authority and powers of Developer; (ii) will not conflict with or result in any breach of any of the provisions of, or constitute default under, any agreement, its articles of organization or operating agreement, or other instrument to which Developer are a party or by which it may be bound, or, to Developer's knowledge, any license, judgment, decree, law, statute, order, rule or regulation or any court or governmental agency or body having jurisdiction over Developer or any of its activities or properties; and (iii) have been duly authorized by all necessary action on the part of Developer.

10. **Waiver.** In the event that any covenant, agreement, or obligation under this Agreement shall be breached by either Developer or the City and the breach shall have been waived thereafter by the other party, the waiver shall be limited to the particular breaches so waived and shall not be deemed to waive any other or any subsequent breach thereunder.

11. **Severability.** In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason, that illegality or invalidity shall not affect the remainder hereof or thereof; any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein, the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and each section, provision, covenant, agreement,

obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

12. **Assignment.** Except as otherwise provided in this Section 12, this Agreement may not be assigned by any party hereto without the written consent of the other party, not to be unreasonably withheld, conditioned, or delayed. Notwithstanding any provisions to the contrary in this Section 12, Developer may assign its respective interest in this Agreement to an Affiliate (defined herein) or in connection with any merger, reorganization, sale of all or substantially all of Developer's assets or in connection with a sale of the Project itself or any similar transaction, in each case, without the prior written consent of the City, provided that any such assignment includes the assignment of both the rights and obligations of Developer hereunder, and a copy of such assignment is provided to the City within thirty (30) days after the effective date thereof. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with Developer.

13. **Notices.** Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of either party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, via nationally recognized overnight courier, or by hand delivery and shall be deemed delivered when the delivery is accepted, refused or unclaimed:

If to the City to:

City of Worthington, Ohio
Attn: City Manager
6550 North High Street
Worthington, Ohio 43085

and

City of Worthington, Ohio
Attn: Law Director
6550 North High Street
Worthington, Ohio 43085

and

Bricker & Eckler LLP
Attn: Robert F. McCarthy
100 South Third Street
Columbus, Ohio 43215

If to a Developer to:

Direct Retail Partners
Attn: David Watson
12221 Merit Drive, Suite 1220

Dallas, TX 75251

and

Dinsmore & Shohl LLP
Attn: Gregory M. Kaskey, Esq.
1 South Main Street, Suite 1300
Dayton, Ohio 45402

to any such other persons or addresses as may be specified by either party, from time to time, by prior written notification to the other party.

14. **Administrative Actions.** To the extent permitted by law, and except as otherwise provided in this Agreement, all actions taken or permitted to be taken by the City under or in furtherance of this Agreement, except with respect to the Financial Incentives, may be taken by the City Manager and will not require legislative action of a City Council for the City of Worthington (the “**City Council**”) beyond the legislative actions authorizing this Agreement. The City Manager, on behalf of the City, is authorized to make all approvals and consents that are contemplated by this Agreement and any other related agreements, without the separate approval by the City Council, including reviews, approvals, and consents and any and all such other approvals contemplated herein. All actions, approvals, and consents of the City required under this Agreement must be given in writing in order to be effective.

15. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

16. **Confidentiality.** The City will treat as trade secret and not as public records or public information, any equity or loan documents provided to it by Developer, the commitments of any tenants or purchasers to the Project, the expected or actual tenant and ownership mix of the Project, any proformas, and any other information provided to the City and clearly marked “trade secret” The City will not disclose any such documents or information to any third party without the written consent of Developer or direction by court order. The City will promptly notify Developer within three (3) business days of (a) any public records request made to it that seeks disclosure of such documents or information and (b) any court action filed against it to compel the disclosure of such documents or information. The City will reasonably cooperate with Developer in defending any such court action. The Developer will defend the City against any third-party claim arising out of the Developer’s designation of certain records as exempt from public disclosure, and will hold harmless the City for any liability of award to such third-party plaintiff for damages, costs, and reasonable attorneys’ fees incurred by the City by reason of such claim.

17. **Survival of Representations and Warranties.** All representations and warranties of the parties in this Agreement shall survive the execution and delivery of this Agreement.

18. **Time is of the Essence.** Time is of the essence in this Agreement.

19. **Diligent Performance.** With respect to any duty or obligation imposed on a party by this Agreement, unless a time limit is specified for the performance of such duty or obligation, it is the obligation of that party to commence and perform the same in a diligent and workmanlike manner and to complete the performance of that obligation as soon as reasonably practicable after commencement of performance.

20. **Captions.** The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections in this Agreement.

21. **Counterparts.** This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Electronic or facsimile signatures shall be acceptable.

22. **Force Majeure.** Any delay in the performance of any of the duties or obligations of either party (the “**Delayed Party**”) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of a Force Majeure Event (as defined below). A Force Majeure Event pauses a party’s performance obligation for the duration of the event, but does not excuse it. “**Force Majeure Event**” means any event or occurrence that is not within the control of such party and prevents a party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; epidemics; pandemics, including, but not limited to the COVID-19 pandemic; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the Project or over a party’s operations. The Delayed Party shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible.

23. **Recording.** Upon the election of either Developer or the City and with the consent of the non-electing party, such consent not to be unreasonably withheld, conditioned or delayed, an original counterpart of this Agreement shall be placed of record in the real estate records of the Recorder of the County of Franklin, Ohio with respect to each Parcel comprising the Project Site, and each and every term and provision of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and any successors and assigns of the parties.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and Developer, each by a duly authorized representative, have caused this Agreement to be executed as of the Effective Date.

CITY OF WORTHINGTON

DRP Worthington, LP

By:

By:

Matthew H. Greeson, City Manager

Its: _____

Approved as to Form:

Tom Lindsey, Law Director

FISCAL OFFICER’S CERTIFICATE

The undersigned, Finance Director of the City of Worthington, Ohio (the “City”) under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2021 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: _____, 2021
Scott Bartter, Finance Director
City of Worthington, Ohio

STATE OF OHIO)
) SS:
 COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the above named City of Worthington by Matthew H. Greeson, its City Manager, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said city, and the free act and deed of her personally and as such City.

This is an acknowledgement certificate. No oath of affirmation was administered to the signer in connection with this notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2021.

 Notary Public

STATE OF OHIO)
) SS:
 COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the above named City of Worthington by Tom Lindsey, its Director of Law, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said city, and the free act and deed of him personally and as such Director of Law.

This is an acknowledgement certificate. No oath of affirmation was administered to the signer in connection with this notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2021.

 Notary Public

ALTA/NSPS LAND TITLE SURVEY

QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 18

UNITED STATES MILITARY LANDS

CITY OF WORTHINGTON, COUNTY OF FRANKLIN, STATE OF OHIO

Schedule B Items from Title Commitment No. 2019-4731-C issued by
Prominent Title Agency, LLC with an effective date of August 23, 2019 at
12:00 A.M.

Items 1-12 NOT SURVEY RELATED ITEMS.

Item 13 Easement to Columbia Gas of Ohio, Inc., filed for record
January 28, 1969, in Deed Volume 2957, page 46 of the
Franklin County, Ohio Records. GAS LINE IS LOCATED
ON THE SUBJECT TRACT AS SHOWN
APPROXIMATELY HEREON. NO WIDTH GIVEN FOR
EASEMENT.

Item 14 Easement to the City of Columbus, Ohio, filed for record
August 18, 1970, in Deed Volume 3081, page 197 of the
Franklin County, Ohio Records. 20' WATER EASEMENT IS
LOCATED ON THE SUBJECT TRACT AS SHOWN
HEREON.

Item 15 Easement to Columbus and Southern Ohio Electric Company,
filed for record April 6, 1972, in Deed Volume 3225, page 538
of the Franklin County, Ohio Records. 10' ELECTRIC
EASEMENT IS LOCATED ON THE SUBJECT TRACT AS
SHOWN HEREON.

Item 16 Easement to Columbus and Southern Ohio Electric Company,
filed for record November 10, 1972, in Deed Volume 3287,
page 491 of the Franklin County, Ohio Records. 5'
ELECTRIC EASEMENT IS LOCATED ON THE SUBJECT
TRACT AS SHOWN HEREON.

Item 17 Easement to Columbus and Southern Ohio Electric Company,
filed for record February 25, 1976, in Deed Volume 3506,
page 822 of Franklin County, Ohio Records. ANCHOR
EASEMENT IS LOCATED ON THE SUBJECT TRACT AS
SHOWN HEREON.

Item 18 Easement to the City of Worthington, Ohio, filed for record
May 14, 1979, in Deed Volume 3726, page 90 of the Franklin
County, Ohio Records. 20' EASEMENT IS NOT LOCATED
ON THE SUBJECT TRACT.

Item 19 Easement to The Ohio Bell Telephone Company, filed for
record October 10, 1980, in Official Record Volume 246,
page G10, of the Franklin County, Ohio Records. 10'
COMMUNICATION EASEMENT IS NOT LOCATED ON
THE SUBJECT TRACT.

Item 20 Reservations, restrictions, covenants, limitations, easements
and/or other conditions as shown on plat filed for record May
21, 1980, in Plat Book 57, page 40 of Franklin County
Records. THE SUBJECT TRACT IS NOT LOCATED IN
THE PLATTED AREA.

Item 21 Easement to Columbus and Southern Ohio Electric Company,
filed for record November 4, 1980, in Official Record Volume
330, page D01, of the Franklin County, Ohio Records.
EASEMENT IS NOT LOCATED ON THE SUBJECT
TRACT.

Item 22 Easement to Columbus and Southern Ohio Electric Company,
filed for record March 13, 1981, in Official Record Volume
668, page H16 of the Franklin County, Ohio Records. 6'
ELECTRIC EASEMENT IS NOT LOCATED ON THE
SUBJECT TRACT.

Item 23 Easement to Columbus and Southern Ohio Electric Company,
filed for record March 13, 1981, in Official Record Volume
668, page 107 of the Franklin County, Ohio Records. 6'
ELECTRIC EASEMENT IS NOT LOCATED ON THE
SUBJECT TRACT.

Item 24 Easement to Columbus and Southern Ohio Electric Company,
filed for record March 4, 1983, in Official Record Volume
ORV 2533, page H07 of the Franklin County, Ohio Records.
10' ELECTRIC EASEMENT IS LOCATED ON THE
SUBJECT TRACT AS SHOWN HEREON.

Item 25 Easement to the City of Worthington, Ohio, filed for record
April 4, 1983, in Official Record Volume 2637, page B20 of
the Franklin County, Ohio Records. 10' X 20' EASEMENT
IS NOT LOCATED ON THE SUBJECT TRACT.

Item 26 Easement to the City of Worthington, Ohio, filed for record
November 1, 1984 in Official Record Volume 4974, page G16
of the Franklin County, Ohio Records. 60' X 60' EASEMENT
IS LOCATED ON THE SUBJECT TRACT AS SHOWN
HEREON.

Item 27 Easement to Columbia Gas of Ohio, Inc., filed for record
January 27, 1986, in Official Record Volume 6877, page C01
of the Franklin County, Ohio Records. 10' GAS EASEMENT
IS LOCATED ON THE SUBJECT TRACT AS SHOWN
HEREON.

Items 28-29 NOT SURVEY RELATED ITEMS.

Item 30 Reservations, restrictions, covenants, limitations, easements
and/or other conditions as shown on plat filed for record
August 14, 2006, in Plat Book 109, page 85 (Instrument No.
200608140159985), of the Franklin County, Ohio Records.
SUBJECT TRACT IS LOCATED IN THE PLATTED
AREA. EASEMENTS DEDICATED THEREIN ARE
SHOWN HEREON.

Item 31 Reciprocal Easement Agreement and Declaration of
Covenants by and between The Kroger Co. and Columbus
Retail, L.P. (aka Columbus Retail, Inc.), filed for record August
25, 2006, in Instrument No. 200608250169750, of the
Franklin County, Ohio Records. Consent Associated with
Reciprocal Easement Agreement and Declaration of
Covenants by and between The Kroger Co. and Worthington
Square Venture, LLC, filed for record August 19, 2013, in
Instrument No. 201308190141139, of the Franklin County,
Ohio Records. Amended Consent Associated with Reciprocal
Easement Agreement and Declaration of Covenants by and
between The Kroger Co. and Worthington Square Venture,
LLC, filed for record January 13, 2015, in Instrument No.
201501130004727, of the Franklin County, Ohio Records.
SUBJECT TRACT IS LOCATED IN THE AREA
DESCRIBED. NO PLOTTABLE EASEMENTS GRANTED
THEREIN.

Item 32 Memorandum of Agreement by and between The Kroger Co.
and Columbus Retail, L.P. (aka Columbus Retail, Inc.), filed for
record August 25, 2006, in Instrument No. 200608250169751,
of the Franklin County, Ohio Records. SUBJECT TRACT IS
LOCATED IN THE AREA DESCRIBED. NO EASEMENTS
GRANTED THEREIN.

Item 33 Reservations, restrictions, covenants, limitations, easements
and/or conditions, as established in instrument, filed for
record March 17, 2011, in Instrument No. 201103170036955,
of the Franklin County, Ohio Records. ACCESS EASEMENT
IS LOCATED ON THE SUBJECT TRACT AS SHOWN
HEREON.

Item 34 Easement to the City of Worthington, Ohio, filed for record
February 16, 2012, in Instrument No. 201202160022347, of
the Franklin County, Ohio Records. 20' WATER LINE
EASEMENT IS LOCATED ON THE SUBJECT TRACT AS
SHOWN HEREON.

Item 35 Easement to Ohio Power Company, a unit of American
Electric Power, filed for record March 22, 2012, in Instrument
No. 201203220038871, of the Franklin County, Ohio Records.
10' ELECTRIC EASEMENT IS LOCATED ON THE
SUBJECT TRACT AS SHOWN HEREON.

Item 36 Easement to Ohio Power Company, a unit of American
Electric Power, filed for record November 1, 2012, in
Instrument No. 201211010165538, of the Franklin County,
Ohio Records. 10' ELECTRIC EASEMENT IS LOCATED
ON THE SUBJECT TRACT AS SHOWN HEREON.

Item 37 Easement to the City of Worthington, Ohio, filed for record
November 30, 2012, in Instrument No. 201211300183431, of
the Franklin County, Ohio Records. SANITARY SEWER
EASEMENT IS LOCATED ON THE SUBJECT TRACT AS
SHOWN HEREON.

Item 38 Easement to Columbia Gas of Ohio, Inc., filed for record
March 1, 2013, in Instrument No. 201303010034166, of the
Franklin County, Ohio Records. 10' GAS EASEMENT IS
LOCATED ON THE SUBJECT TRACT AS SHOWN
APPROXIMATELY HEREON.

Item 39 Easement to Ohio Power Company, a unit of American
Electric Power, filed for record April 23, 2013, in Instrument
No. 201304230066267, of the Franklin County, Ohio
Records. 10' ELECTRIC EASEMENT IS LOCATED ON
THE SUBJECT TRACT, AS SHOWN HEREON.

Item 40 Reservations, restrictions, covenants, limitations, easements
and/or other conditions as shown on plat filed for record
August 8, 2013, in Plat Book 116, page 17, (Instrument No.
201308080135473), of the Franklin County, Ohio Records.
SUBJECT TRACT IS LOCATED IN THE PLATTED
AREA, NO EASEMENTS DEDICATED THEREIN.

Item 41 NOT A SURVEY RELATED ITEM.

Item 42 Reservations, restrictions, covenants, limitations, easements
and/or other conditions, as established in instrument, filed for
record August 19, 2013, in Instrument No. 201308190141143,
of the Franklin County, Ohio Records. SUBJECT TRACT IS
LOCATED IN THE AREA DESCRIBED. ACCESS
EASEMENT GRANTED THEREIN IS LOCATED ON THE
SUBJECT TRACT AS SHOWN HEREON. OTHER
EASEMENTS GRANTED THEREIN CANNOT BE
PLOTTED FROM THE DOCUMENT OF RECORD.

Item 43 Easement to Columbia Gas of Ohio, Inc. filed for record
November 1, 2013, in Instrument No. 201311010184201, and
as the same was recorded on May 18, 2015, in Instrument
No. 201505180063986, of the Franklin County, Ohio Records.
10' GAS EASEMENT IS LOCATED ON THE SUBJECT
TRACT AS SHOWN HEREON.

Item 44 Bikeway easement to City of Worthington, Ohio, filed for
record March 14, 2014, in Instrument No. 201403140031591,
of the Franklin County, Ohio Records. BIKEWAY
EASEMENT IS LOCATED ON THE SUBJECT TRACT AS
SHOWN HEREON.

Item 45 Reservations, restrictions, covenants, limitations, easements
and/or other conditions as shown on plat filed for record in
Plat Book 126, page 12, (Instrument No. 201904160043095),
of the Franklin County, Ohio Records. SUBJECT TRACT IS
LOCATED IN THE PLATTED AREA, NO EASEMENTS
DEDICATED THEREIN.

Items 46-48 NOT SURVEY RELATED ITEMS.

ZONING NOTE:

According to the zoning report prepared by BBG Assessments, LLC, dated
November 27, 2019, and referenced as 519006243:

Existing Zoning Designation: C2Y: Community Shopping Center
The Architectural Review Board (ARB)

Building Setback Lines:
Front/Side/Rear: 50/20/30 feet

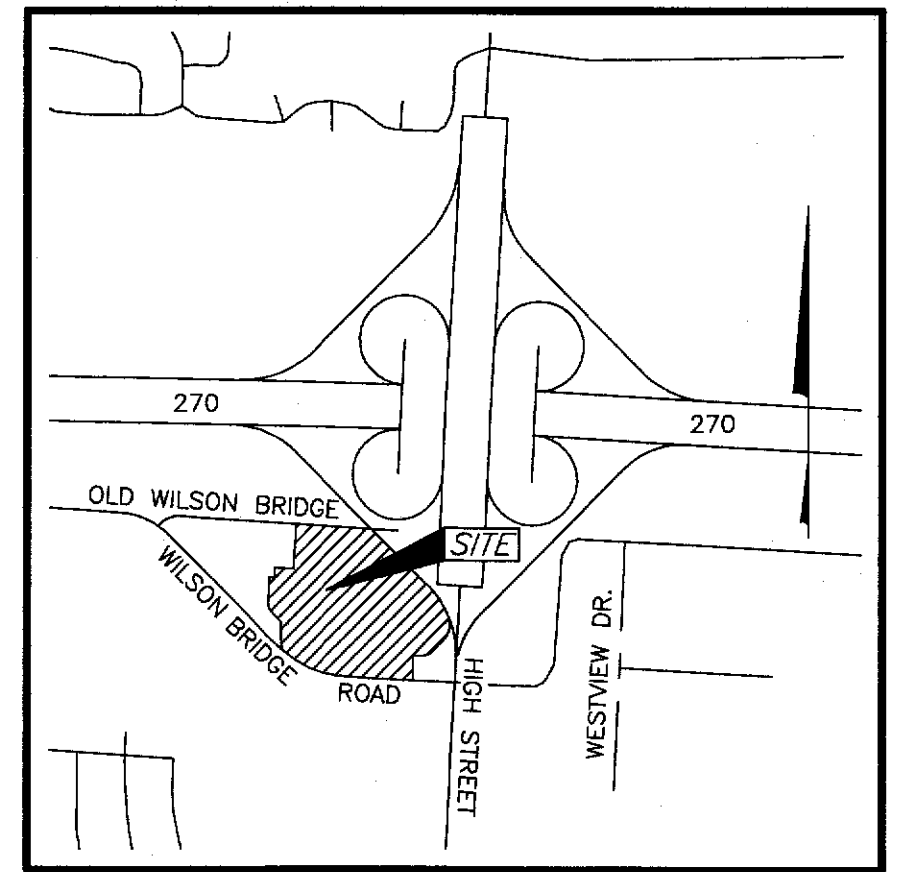
Maximum Building Height or Stories: 3 stories and 45 feet

Maximum Building Coverage: 25%

Parking Requirement: 1066 parking spaces; Retail
Commercial: 1 for each 150
square feet of gross floor area

TABLE A OPTIONAL ITEM NOTES:

16. There was no evidence of recent earth moving or building
construction observed on the subject tract at the time the fieldwork
was conducted.
17. There was no evidence of street right-of-way changes, recent
sidewalk construction, or repairs observed on the subject tract at the
time the fieldwork was conducted.
18. There were no wetland delineation flags observed on the subject tract
at the time the fieldwork was conducted.



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

DESCRIPTION FROM TITLE COMMITMENT:

Tract I:

Situated in the State of Ohio, County of Franklin, and in the City of
Worthington: Being Lot Number 3-A of the REPLAT OF LOT 2A OF
SHOPS AT WORTHINGTON PLACE, as the same is numbered and
delineated upon the recorded plat thereof, of record in Plat Book 126, page
14, (Instrument No. 201904160043095), Recorder's Office, Franklin
County, Ohio.

Tract II:

Together with easement rights granted in that certain Reciprocal Easement
Agreement and Declaration of Covenants between The Kroger Co. and
Columbus Retail, L.P. dated as of August 24, 2006, filed for record August
25, 2006, and Associated with Reciprocal Easement Agreement and
Declaration of Covenants filed for record August 19, 2013 as Document
No. 201308190141139 of Franklin County Records.

Amended Consent Associated with Reciprocal Easement Agreement and
Declaration of Covenants recorded January 13, 2015 in/as Document No.
201501130004727 of Franklin County Records.

Tract III:

Together with easement rights granted in that certain Declaration of
Covenants, Restrictions and Easements by Worthington Square Venture,
LLC, dated August 16, 2013, filed for record August 19, 2013 as Document
No. 201308190141143 of Franklin County Records.

BASIS OF BEARINGS:

The bearings shown on this survey are based on the Ohio State Plane
Coordinate System, South Zone, NAD83 (1986). Said bearings originated
from a field traverse which was tied (referenced) to said coordinate system
by GPS observations and observations of selected Franklin County
Engineering Department monuments FCS6653 and CIRCLEAZIMUTH.
The portion of the north right-of-way of West Wilson Bridge Road, having
a bearing of North 86°55'15" West, is designated the "basis of bearing" for
this survey.

UTILITY STATEMENT:

The utilities shown hereon have been located from field survey information
and existing drawings. The surveyor makes no guarantee that the utilities
shown comprise all such utilities in the area, either in service or abandoned.
The surveyor further does not warrant that the utilities shown are in the
exact location indicated although he does certify that they are located as
accurately as possible from information available.

FEMA NOTE:

According to the Federal Emergency Management Agency's Flood
Insurance Rate Map No. 39049C0157K (dated June 17, 2008), the subject
tract shown hereon lies within Zone X (areas determined to be outside of the
0.2% annual chance floodplain).

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey,
and observed evidence located by an actual field survey, and depicts the same
property described as Tract I in Title Commitment No. 2019-4731-C.

PARKING COUNT:

787 Regular Spaces
+22 Handicapped Spaces
809 Total Spaces

CERTIFICATION: Commitment No. 2019-4731-C

To: Oceanview Commercial Mortgage Finance, LLC, a Delaware limited
liability company, its successors and/or assigns, DRP Worthington, LP.
Property Closing, Ltd., Worthington Square Venture, LLC, Prominent Title
Agency, LLC and Chicago Title Insurance Company;

This is to certify that this map or plat and the survey on which it is based
were made in accordance with the 2016 "Minimum Standard Detail
Requirements for ALTA/NSPS Land Title Surveys", jointly established and
adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 6(b), 7(a),
7(b)(1), 7(c), 8, 9, 11, 13, 14, 16, 17, 18, 19 and 20 of Table A thereof. The
fieldwork was completed on August 22, 2019.

By: Matthew A. Kirk
Matthew A. Kirk
Professional Surveyor No. 7865
mkirk@emht.com

Date: December 11, 2019

Scale: 1" = 60'

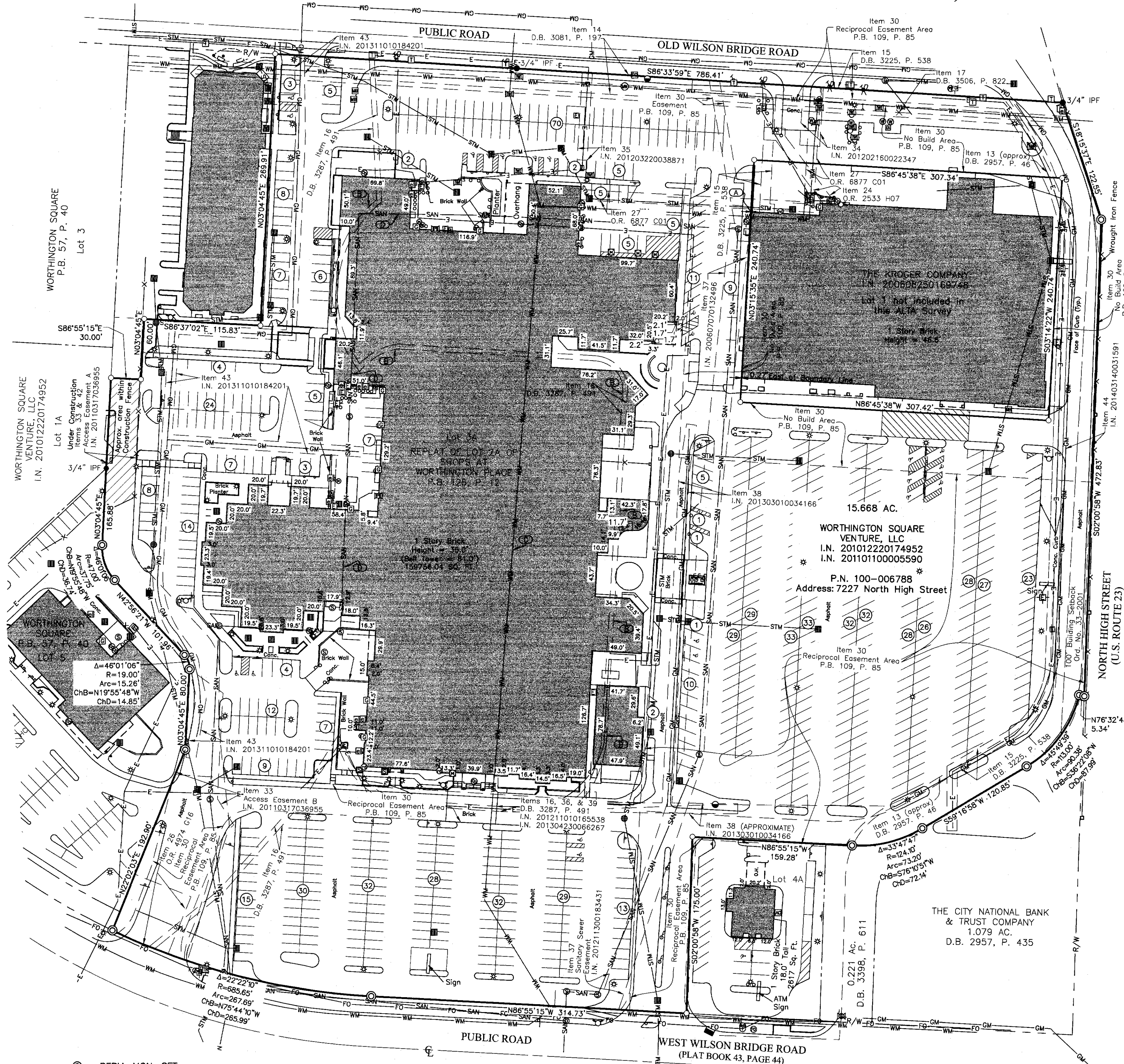
Job No: 2019-0901

Sheet: 1 of 1

REVISIONS

MARK DATE DESCRIPTION

Shops at Worthington Place ALTA Survey / 20190901-0901-01



LEGEND

- Sign
- Guy Wire & Anchor
- Utility Pole
- Telephone Manhole
- Telephone Pull Box
- Telephone Pedestal Box
- Telephone Pole
- Fiber Optic Pull Box
- Fiber Optic Manhole
- Fiber Optic Marker Post
- Cable TV Marker Post
- Light Fixture
- Light Pole
- Air Conditioning Unit
- Electric Access Cover
- Electric Pull Box
- Electric Pedestal Box
- Transformer
- Traffic Control Box
- Traffic Pull Box
- Mail Box
- Flagpole
- Disabled Parking
- Bollard
- Gas Valve
- Gas Service
- Gas Meter
- Gas Marker Post
- Catch Basin
- Storm Sewer Manhole
- Curb & Gutter Inlet
- Storm Sewer Grate Manhole
- Roof Drain
- Sanitary Sewer Cleanout
- Sanitary Sewer Manhole
- Sprinkler Control Box
- Water Service
- Fire Hydrant
- Water Valve
- Manhole
- Post Indicator Valve
- Monitoring Well
- Fence Line
- Guardrail
- Water Line
- Gas Line
- Underground Electric
- Fiber Optic
- Storm Line
- Sanitary Line

POTENTIAL ENCROACHMENT NOTE:

Except as noted below and shown hereon, no evidence of potential
encroachments was observed in the process of conducting the field work or
determined in the course of analyzing the field work and preparing this
survey. This includes potential encroachments: (1) extending from the
subject tract onto an adjoining tract, (2) extending from an adjoining tract
onto the subject tract, or (3) extending into an easement located on the
subject tract. The undersigned makes these representations based solely on
a physical observation of the subject tract and does NOT make any
representation, opinion, or determination as to the legal validity of any
potential encroachment that is shown hereon.

- A. Building is 0.62' West of Subject Tract Boundary Line
B. Electric Easement Underneath Buildings (Item 16)
C. Water Main Line Underneath Building
D. Sanitary Sewer Line Underneath Building

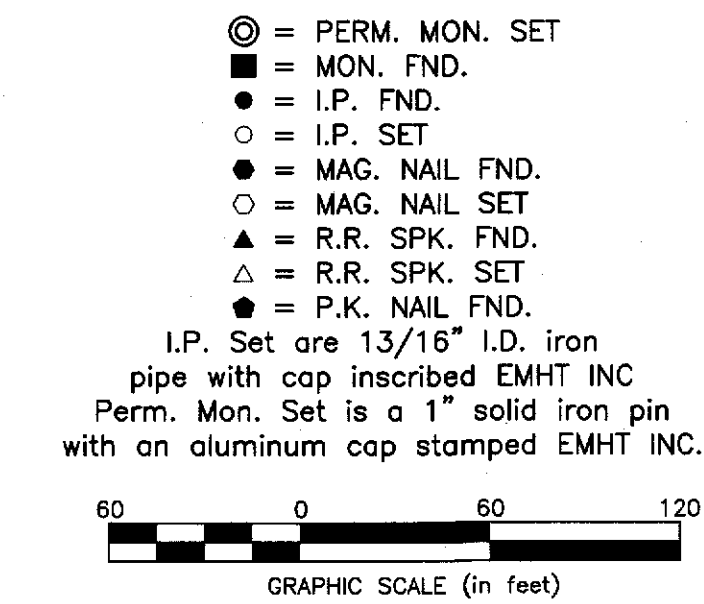


Exhibit B
Phase 1 Designated Improvements and Construction Cost Estimates

Designated Improvements	Location	Estimated Cost/Investment
<u>City Entrance and High Street Enhancements</u>	Off-Site	
Entrance Monument(s)and Columns		\$920,000 – 1,020,000
Fencing		\$175,000 - 205,000
Earthwork		\$110,000 – 135,000
Plantings		\$210,000 - 235,000
Accent Lighting		\$110,000 - 135,000
Pedestrian Paving @ Wilson Bridge Intersection		\$145,000 - 190,000
Subtotal¹		\$1,670,000 – 1,920,000
1 st Financial Bank Sidewalk ²	Offsite	TBD
Class A Office/Mixed Use Building	Onsite	\$30,000,000
Parking Structure	Onsite	\$15,000,000
Mall Reconstruction and Repositioning	Onsite	\$36,000,000

1. As stipulated in section Project Development A. b. City reimbursement will be limited to \$1,500,000. Material, design adjustments and or elimination of project elements may be necessary during final design to limit expenditures to \$1,500,000.
2. Construction is dependent up the City's acquisition of needed ROW and/or easements and adequate funding provided by the City.



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2020 0732

The Offices at High North Traffic Impact Study

Direct Retail Partners

March 10, 2021

emht.com

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FIGURES

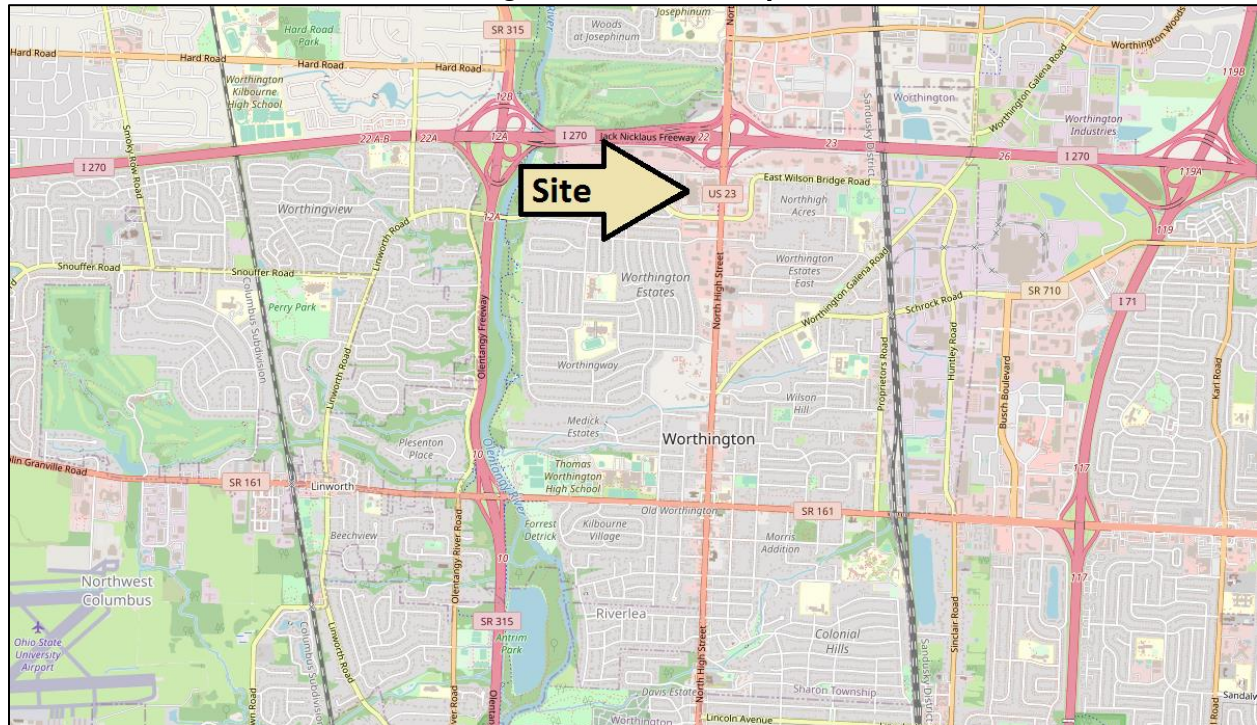
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APPENDIX B:	Traffic Data Trip Generation, Traffic Assignment
APPENDIX C:	Capacity Analysis Reports

1.0 INTRODUCTION

This Traffic Impact Study (TIS) summarizes traffic analysis and results related to re-development of a portion of the Worthington Place site located in the City of Worthington, Franklin County, Ohio. The site is located on the northwest quadrant of US 23 (High Street) and Wilson Bridge Road as shown in **Figure 1**. The property has access to Wilson Bridge Road and Old Wilson Bridge as well as access to Corporate Hill Drive, a planned public street on the western edge of the site.

Figure 1: Location Map



The site plan shown in **Appendix A** illustrates the development concept in which the western, enclosed retail portion of Worthington Place is removed (in phases) and replaced primarily with office space. As further detailed below, 59,500 square feet of existing retail space will ultimately be removed from the site and replaced with 210,000 square feet of office. This study also accounts for off-site changes separate from the Offices at High North redevelopment consisting of the Witness Group site (former Holiday Inn) located in the southwest quadrant of US 23/Wilson Bridge Road, and City of Worthington plans to extend Corporate Hill Drive as a public roadway from Wilson Bridge Road to Old Wilson Bridge Road while maintaining site access to that roadway.

Planned site development does not change access to the site consisting of the following access points:

- **East Access:** $\frac{3}{4}$ access to Wilson Bridge Road (right-in/right-out/left-in) located approximately 490 feet west of US 23 (signage bans the left-in movement at this location 4-6 pm weekdays)
- **Middle Access:** Signalized access to Wilson Bridge Road located about 1,000 feet west of US 23

- **West Access:** Signalized access at Wilson Bridge Road/Corporate Hill Drive located about 1,650 west of US 23
- **Northeast Access and Northwest Access:** Two un-signalized full-movement access points to Old Wilson Bridge Road on the north perimeter of the site

Opening Year (2022)

Phase 1 site development will be operational by the opening year of 2022 including 130,000 square feet of proposed office space. Some, but not all, of the northern portion of existing “Worthington Mall” enclosed retail will be removed so that 120,280 square feet remain. The road network surrounding the site will remain in substantially the same condition it is today except that redevelopment of the Witness Group site in the southwest quadrant of the US 23/Wilson Bridge Road intersection will add a fourth leg to the existing signalized access to Worthington Place and relocate the signalized intersection slightly to the east. The 2022 opening year also includes completion of a City sponsored project to build Corporate Hill Drive as a public roadway between Wilson Bridge Road and Old Wilson Bridge Road.

Horizon Year (2032)

The horizon year of 2032 includes completion of The Offices at High North redevelopment with the Phase 2 office component (80,000 square feet), and removal of 39,825 square feet of existing retail (in addition to that removed in Phase 1).

The Study Area for this TIS consists of the following intersections as provided in a Memorandum Of Understanding (MOU) document dated September 17, 2020 and approved by the City of Worthington on October 6, 2020:

- Wilson Bridge Road/East Access (RIROLI)
- Wilson Bridge Road/Middle Access (Signalized)
- Wilson Bridge Road/West Access (Corporate Hill Drive)
- Wilson Bridge Road/High Street
- Wilson Bridge Road/Old Wilson Bridge Road

Please see **Appendix A** for the MOU.

The first version of this TIS dated on February 5, 2021 was submitted to City of Worthington for review. A review comment letter for the TIS was issued dated on February 22, 2021. A copy of the review comment letter is attached in **Appendix A** for reference.

2.0 EXISTING CONDITIONS

Intersections in the Study Area are all signal controlled except the East Access (right-in/right-out/left-in) which is under southbound stop sign control and the Wilson Bridge Road/Old Wilson Bridge Road intersection which is also under southbound stop sign control.

Wilson Bridge Road provides 2 through lanes per direction through most of the Study Area and auxiliary turn lanes accommodating all left turn movements and some right turn movements at signalized intersections. The speed limit on Wilson Bridge Road is 35 mph throughout the Study Area. Side streets approaching Wilson Bridge Road provide 2 approach lanes and 1 departing lane on Old Wilson Bridge Road and on Corporate Hill Drive. The speed limit on both roadways is 25 mph.

The Middle Access approach to Wilson Bridge Road provides 3 approach lanes (L-L-R) and 2 departure lanes. Approach lanes will change to L-LT-R, adding a through movement, as part of the Witness Group site development plan. The northbound leg of the Middle Access intersection proposed by the Witness Group provides 2 approach lanes (L-TR) and 1 departure lane.

The US 23/Wilson Bridge Road intersection provides the following approach lanes:

- Northbound: L-T-T-TR
- Southbound: L-L-T-T-R
- Eastbound: L-L-T-R
- Westbound: L-T-R-R

All 4 approaches to the US 23/Wilson Bridge Road intersection are posted 35 mph.

EMH&T conducted peak hour manual turning movement counts on September 1, 2020 at the East Access between the hours of 7:30 AM to 8:30 AM, and from 4:30 PM to 5:30 PM. This study relied on record data collected by others at the remaining Study Area locations as follows:

- Wilson Bridge Road/High Street: 6 AM-7 PM counted January 21, 2020
- Wilson Bridge Road/Middle Access: 6 AM-7 PM counted December 19, 2019
- Wilson Bridge Road/West Access (Corporate Hill Drive): 7-9 AM, 4-6 PM, July 30, 2019
- Wilson Bridge Road/Old Wilson Bridge Road: 6 AM-7 PM counted June 19, 2019

3.0 TRAFFIC FORECAST

3.1 Non-site Background Growth

This study used the linear annual growth rates listed below to adjust counted traffic volumes from the count year to the opening year and horizon year selected for this study. These rates were provided by the Mid-Ohio Regional Planning Commission (MORPC) in 2019 for other projects in this area.

- 0.5% on High Street

- 0.5% on Old Wilson Bridge Road
- 0.75% on Wilson Bridge Road

In addition to this annual rate of growth, this study adds vehicle trips forecast for the off-site redevelopment of the southwest quadrant of Wilson Bridge Road/High Street. The off-site trip projection is provided by Figures 3.2, 3.3, and 3.4 in The Witness Group Site Traffic Impact Study (Mannik Smith Group, January 2018), and we added those off-site trips to our projection of background traffic.

Please refer to **Appendix B** for detailed information regarding background traffic growth.

3.2 Site Trip Generation

Peak hour trip generation characteristics of the proposed development were determined using the data and methodology contained in the Trip Generation Manual, 10th Edition (Institute of Transportation Engineers, 2017). The site is part of a multi-use development in both the existing and proposed conditions with retail, residential, office and banking outlot components. We used Online Traffic Impact Study Software (OTISS) published by the Institute of Transportation Engineers to account for internal trip capture and pass-by components associated with existing and proposed uses as documented on the attached site plan. Please see attached material for detailed calculations supporting the following trip generation results:

	AM		PM	
	In	Out	In	Out
Existing Site*	436	299	830	863
Proposed Site (Phase 1)*	<u>558</u>	<u>317</u>	<u>816</u>	<u>946</u>
New Trips from Phase 1	122	18	-14	83
Proposed Site (Full Build)*	<u>631</u>	<u>321</u>	<u>756</u>	<u>942</u>
New Trips From Full Build	195	22	-74	79

**Existing and Proposed site calculations include calculated primary and pass-by trips for Mall, Kroger, 3 existing bank outlots and Worthington Place apartments/medical office. Site trips are net trips excluding internal shared trips and, in the proposed scenario, removed retail floor area.*

“New Trips” represents the change in trip generation arising from proposed land use changes on the site that this study evaluates.

3.3 Trip Distribution and Assignment

This study distributed “New Trips” from redevelopment to the adjacent street network using global traffic assignments listed below:

- 35% to/from High Street north of Wilson Bridge Road
- 32% to/from Wilson Bridge Road west of Old Wilson Bridge Road
- 18% to/from Wilson Bridge Road east of High Street
- 15% to/from High Street south of Wilson Bridge Road

We determined the distribution to/from the west on Wilson Bridge Road from our balanced traffic counts of turning movements entering and exiting Wilson Bridge Road at the four Study Area intersections (Old Wilson Bridge Road, West Access, Middle Access, East Access). Turning movements at these four intersections indicate that 32% of traffic having an origin/destination in the vicinity of the Site comes from/to the west. We assigned the remaining 68% of traffic entering and leaving the site to the Wilson Bridge Road/High Street intersection in proportion to counted volumes to/from the north, south and east at that intersection.

Appendix B details all of these components and fully documents our 2022/2032 traffic forecasts.

4.0 TRAFFIC ANALYSES

4.1 Capacity Analysis

This study assessed traffic operations at Study Area intersections using Synchro/SimTraffic software implementing Highway Capacity Manual (HCM 6) procedures. Analysis results provide average delay (seconds per vehicle) and Level of Service (LOS). Levels of Service are expressed in terms of letter grades with LOS A representing the highest quality traffic flow and minimal delay, and LOS F representing poor traffic operations and significant delay. A minimum overall intersection LOS of D, minimum approach LOS of D and minimum individual movement LOS E is acceptable per the MOU.

This study examined capacity analysis during AM and PM peak hours, opening year and horizon year, No-Build (background) and Build (background + site) conditions. **Table 1** through **Table 5** summarize the results of capacity analyses and detailed reports are available in **Appendix C**.

Table 1-Capacity Analysis Results-Wilson Bridge Road/Old Wilson Bridge Road

Time Period	Year	Scenario	Conditions	EBLT	EB Approach	SBLT	SBRT	SB Approach	TOTAL
Wilson Bridge Road & Old Wilson Bridge Road									
AM Peak Hour	2022	No Build	Existing	B/10.2	A/3.5	F/66.0	B/10.5	C/18.5	A/2.4
		Build	Existing	B/10.5	A/4.0	F/89.2	B/10.6	C/22.4	A/2.9
	2032	No Build	Existing	B/10.6	B/3.9	F/92.7	B/10.8	C/21.9	A/2.7
		Build	Existing	B/11.2	A/2.2	F/185.8	B/10.8	E/41.2	A/3.7
PM Peak Hour	2022	No Build	Existing	B/10.1	A/1.4	E/47.4	C/15.7	C/18.1	A/2.9
		Build	Existing	B/10.1	A/1.5	F/53.2	C/16.8	C/20.3	A/3.5
	2032	No Build	Existing	B/10.4	A/1.6	F/60.5	C/17.1	C/20.4	A/3.2
		Build	Existing	B/10.4	A/1.4	F/66.2	C/19.0	C/23.5	A/3.9

X/X = Overall LOS / Average Delay Per Vehicle

Table 1 shows that the stop-controlled left turn movement from Old Wilson Bridge Road does not meet performance criteria. This is an existing problem unrelated to site development and probably a primary reason the City of Worthington is pursuing a public Corporate Hill Drive connection between Wilson Bridge Road and Old Wilson Bridge Road. The No Build results shown in **Table 1**

reflect our reassignment of nearly all background left turn traffic away from this intersection to the planned Corporate Hill Drive connection and therefore do not reflect current day operations.

Our site traffic assignment follows existing traffic patterns and we therefore assigned a maximum 8 vehicles to this movement when both phases of the site are fully redeveloped. The left turn movement from Old Wilson Bridge Road to Wilson Bridge Road is essentially a U-Turn and we expect nearly all of this demand to relocate to the signalized Wilson Bridge Road/Corporate Hill Drive intersection once Corporate Hill Drive is connected to Old Wilson Bridge Road. Considering the results shown in Table 1, we recommend placing a raised island at this intersection to force all westbound traffic on Old Wilson Bridge Road to turn right. Accordingly, the intersection will operate as a right-in/right-out/left-in (RIROLI). This change should be part of the Corporate Hill Drive project and completed at the same time that public access is made available via Corporate Hill Drive.

Table 2-Capacity Analysis Results-Wilson Bridge Road/Corporate Hill Drive (West Access)

Time Period	Year	Scenario	Conditions	EBLT	EBTH	EBRT	EB Approach	WB LTL	WBTH	WBRT	WB Approach	NBLT	NBTH	NBRT	NB Approach	SBLT	SBTH	SBRT	SB Approach	TOTAL
Wilson Bridge Road & Corporate Hill Drive																				
AM Peak	2022	No Build	Existing	A/2.6	A/4.3	A/4.3	A/4.2	A/3.1	A/1.1	A/1.2	A/1.2	D/41.3	D/41.3	D/41.3	D/41.3	D/45.1	D/39.3	D/39.3	D/44.3	A/5.6
		Build	Existing	A/2.8	A/4.3	A/4.3	A/4.3	A/3.6	A/1.4	A/1.5	A/1.5	D/40.3	D/40.3	D/40.3	D/40.3	D/44.7	D/38.7	D/38.7	D/43.9	A/5.9
	2032	No Build	Existing	A/2.7	A/4.2	A/4.2	A/4.2	A/3.3	A/1.2	A/1.3	A/1.3	D/41.1	D/41.1	D/41.1	D/41.1	D/45.0	D/39.1	D/39.1	D/44.3	A/5.5
		Build	Existing	A/2.8	A/4.6	A/4.6	A/4.5	A/3.7	A/1.8	A/1.9	A/1.9	D/40.0	D/40.0	D/40.0	D/40.0	D/44.7	D/38.5	D/38.5	D/43.9	A/6.1
PM Peak	2022	No Build	Existing	B/11.6	B/17.4	B/17.3	B/17.2	B/12.4	B/11.6	B/11.5	B/11.6	C/20.5	C/20.5	C/20.5	C/20.5	D/35.1	C/21.1	C/21.1	C/33.4	B/18.3
		Build	Existing	B/13.4	C/20.3	C/20.2	C/20.1	B/14.4	B/14.3	B/14.3	B/14.3	B/18.3	B/18.3	B/18.3	B/18.3	C/33.6	B/19.1	B/19.1	C/31.7	C/20.4
	2032	No Build	Existing	B/11.8	B/18.3	B/18.2	B/18.1	B/12.9	B/12.2	B/12.2	B/12.2	C/20.3	C/20.3	C/20.3	C/20.3	D/35.0	C/20.9	C/20.9	C/33.4	B/18.7
		Build	Existing	B/13.8	C/21.6	C/21.5	C/21.4	B/14.9	B/14.8	B/14.7	B/14.8	B/18.1	B/18.1	B/18.1	B/18.1	C/34.2	B/18.9	B/18.9	C/32.2	C/21.1

X/X = Overall LOS / Average Delay Per Vehicle

We analyzed the Wilson Bridge Road/Corporate Hill Drive intersection assuming Corporate Hill Drive is connected between Wilson Bridge Road and Old Wilson Bridge Road by the opening year of Phase 1 site development (2022). **Table 2** shows that existing conditions meet performance criteria in all scenarios and we do not recommend changes at this location.

Table 3-Capacity Analysis Results-Wilson Bridge Road/Middle Access

Time Period	Year	Scenario	Conditions	EBLT	EBTH	EBRT	EB Approach	WB LTL	WBTH	WBRT	WB Approach	NBLT	NBTH	NBRT	NB Approach	SBLT	SBTH	SBRT	SB Approach	TOTAL
Wilson Bridge Road & Mall Drive																				
AM Peak	2022	No Build	+WB LTL	B/12.5	B/14.9	B/14.8	B/14.7	B/12.1	B/15.4	B/15.4	B/15.1	D/38.5	D/39.8	D/39.8	D/39.4	D/37.9	C/37.9	C/31.7	D/37.1	B/17.5
		Build	+WB LTL	B/14.3	B/17.3	B/17.2	B/17.0	B/13.6	B/19.0	B/19.0	B/18.6	D/36.8	D/39.1	D/39.1	D/38.4	D/38.1	C/31.5	C/31.5	D/37.2	C/20.1
	2032	No Build	+WB LTL	B/12.8	B/15.4	B/15.3	B/15.2	B/12.3	B/16.1	B/16.1	B/15.8	D/38.5	D/39.8	D/39.8	D/39.4	D/37.9	D/37.9	C/31.7	D/37.1	B/17.9
		Build	+WB LTL	B/13.2	B/15.5	B/15.4	B/15.3	B/12.4	B/17.6	B/17.6	B/17.2	D/38.5	D/39.8	D/39.8	D/39.4	D/38.1	C/31.4	C/31.4	D/37.2	B/18.7
PM Peak	2022	No Build	+WB LTL	B/15.6	C/22.3	C/22.1	C/21.7	B/16.5	C/21.4	C/21.3	C/21.1	D/37.1	D/42.5	D/42.5	D/41.0	D/45.3	D/45.3	C/29.7	D/42.9	C/26.5
		Build	+WB LTL	B/16.0	C/24.5	C/24.3	C/23.8	B/17.4	C/22.3	C/22.2	C/21.9	D/38.3	D/49.9	D/49.9	D/46.8	D/47.4	C/29.3	C/29.3	D/45.0	C/28.4
	2032	No Build	+WB LTL	B/15.9	C/23.9	C/23.7	C/23.2	B/17.1	C/22.6	C/22.5	C/22.2	D/37.1	D/42.5	D/42.5	D/41.0	D/45.3	D/45.3	C/29.7	D/42.9	C/27.3
		Build	+WB LTL	B/15.8	C/26.6	C/26.4	C/26.1	B/18.1	C/21.5	C/21.3	C/21.2	D/37.1	D/42.5	D/42.5	D/41.0	D/46.5	C/29.6	C/29.6	D/44.8	C/28.5

X/X = Overall LOS / Average Delay Per Vehicle

Table 3 documents the performance of the Middle Access, the primary access point serving the Offices at High North. This intersection is currently a signalized tee that will shift slightly to the east and add a fourth leg due to unrelated development on the former Holiday Inn site. This intersection supports the Offices at High North and meets criteria in all scenarios with no changes other than those planned in conjunction with the development on the opposite side of Wilson Bridge Road.

Table 4-Capacity Analysis Results-Wilson Bridge Road/East Access (RIROLI)

Time Period	Year	Scenario	Conditions	EBLT	EB Approach	SBRT	SB Approach	TOTAL
Wilson Bridge Road & Mall East Drive								
AM Peak Hour	2022	No Build	Existing Conditions	A/0.4	A/0.1	B/13.8	B/13.8	A/0.2
		Build	Existing Conditions	A/0.4	A/0.1	B/14.6	B/14.6	A/0.2
	2032	No Build	Existing Conditions	A/0.4	A/0.1	B/14.3	B/14.3	A/0.2
		Build	Existing Conditions	A/0.5	A/0.1	C/15.6	C/15.6	A/0.2
PM Peak Hour	2022	No Build	Existing Conditions	A/0.1	A/0.0	C/15.7	C/15.7	A/0.8
		Build	Existing Conditions	A/0.9	A/0.1	C/15.7	C/15.7	A/0.8
	2032	No Build	Existing Conditions	A/0.9	A/0.1	C/16.4	C/16.4	A/0.9
		Build	Existing Conditions	A/0.8	A/0.1	C/16.1	C/16.1	A/0.8

X/X = Overall LOS / Average Delay Per Vehicle

The existing eastern driveway accessing the site from Wilson Bridge Road meets criteria while accommodating all phases of redevelopment as shown in **Table 4**. We observed existing traffic volumes of 211 entering/78 exiting this access point during the PM peak hour on September 1, 2020 and factored those volumes up to 279 entering/128 exiting based on adjacent counts taken prior to COVID-19 impacts on traffic patterns. We do not expect significant new trips to exit the site this way and the Offices at High North redevelopment subtracts 15 vehicles entering this access point when all phases of the project are complete. There is sufficient capacity at this location to accommodate anticipated traffic with no improvements.

Table 5-Capacity Analysis Results-US 23/Wilson Bridge Road

Time Period	Year	Scenario	Conditions	EBLT	EBTH	EBRT	EB Approach	WB LT	WB TH	WB RT	WB Approach	NBLT	NBTH	NBRT	NB Approach	SBLT	SBTH	SBRT	SB Approach	TOTAL	
US-23 & Wilson Bridge Road																					
AM Peak	2022	No Build	Existing Lanes	E/60.4	E/56.8	C/34.7	D/53.1	E/73.9	E/56.8	C/29.0	D/46.9	C/28.8	C/33.6	D/37.0	C/33.8	E/73.6	C/20.9	C/23.5	D/37.4	D/40.6	
		Build	See Figure 2	E/57.3	E/58.6	B/12.0	D/46.8	E/68.8	E/59.9	C/28.2	D/46.4	D/41.5	D/36.3	D/40.5	D/38.3	E/59.9	C/31.5	C/26.5	D/38.4	D/40.9	
	2032	No Build	Existing Lanes	E/62.7	D/52.9	C/32.8	D/52.4	F/111.8	E/59.1	C/29.6	E/55.8	C/32.4	D/35.1	D/39.2	D/35.9	F/102.1	C/23.5	C/29.0	D/48.6	D/47.2	
		Build	See Figure 2	D/49.4	E/71.6	B/16.9	D/48.7	E/79.2	E/59.8	B/10.1	D/39.7	D/55.0	D/41.5	D/47.8	D/45.3	E/59.6	C/22.8	C/26.8	C/35.0	D/40.6	
				See Figure 2	D/50.1	E/72.3	B/16.0	D/48.9	E/78.5	E/68.5	A/9.4	D/43.2	E/56.5	D/45.1	D/52.9	D/49.2	E/57.2	C/24.9	D/50.3	D/42.6	D/45.4
PM Peak	2022	No Build	Existing Lanes	E/58.9	C/31.8	C/20.0	D/42.5	E/74.7	E/61.6	E/69.4	E/68.1	E/60.8	D/44.1	D/50.2	D/48.8	E/63.2	E/61.1	C/24.5	D/51.0	D/52.3	
		Build	See Figure 2	E/62.8	C/28.6	A/7.2	D/40.7	E/62.7	D/50.3	D/52.6	D/53.2	D/40.1	C/31.3	C/33.8	C/33.6	E/68.2	E/65.0	B/14.7	D/51.2	D/45.2	
		Build	See Figure 2	E/63.7	C/28.3	A/7.2	D/41.0	E/62.8	D/50.3	D/52.6	D/53.2	D/41.2	C/32.5	D/35.2	C/34.8	E/68.2	E/65.0	B/14.1	D/51.1	D/45.4	
	2032	No Build	Existing Lanes	F/78.4	D/42.7	C/25.7	E/56.4	E/79.4	F/103.3	F/125.7	F/115.4	F/87.1	D/39.0	D/43.6	D/48.8	E/73.4	D/42.6	C/20.5	D/42.3	E/64.4	
		Build	See Figure 2	E/59.8	D/48.5	B/11.6	D/45.8	E/76.9	E/64.2	C/28.1	D/42.9	E/58.9	D/38.6	D/43.1	D/43.5	E/57.6	D/39.5	C/23.2	D/38.4	D/42.4	
		Build	See Figure 2	E/56.4	E/57.7	B/11.3	D/46.8	E/79.4	E/66.4	C/31.3	D/45.6	D/52.7	D/39.5	D/44.3	D/43.1	E/58.9	D/45.1	C/23.6	D/41.8	D/44.3	

X/X = Overall LOS / Average Delay Per Vehicle

Table 5 summarizes analysis results for the US 23/Wilson Bridge Road intersection. Existing conditions do not meet criteria at this location and the Offices at High North redevelopment is not responsible for mitigating existing poor performance. Irrespective of redevelopment, this study was scoped to provide a traffic forecast for this intersection and assess operations with the intent that a separate and concurrent City sponsored study of the US 23 corridor will further develop short term and long term countermeasures.

Under 2022 No Build conditions, this intersection meets criteria during the AM peak but not during the PM peak. Adding a second northbound left turn lane with northbound and southbound lead/lag phasing attains compliance with LOS criteria in both peak hours under Build and No Build conditions. Existing pavement width appears sufficient and this is primarily a signing and pavement marking update with some signal modifications.

By the 2032 horizon year, the eastbound left turn movement requires 3 lanes to meet performance criteria during both AM and PM peaks under background conditions. This requires widening of Wilson Bridge Road and conversion of east-west movements to lead/lag signal phasing. These background improvements have sufficient reserve capacity to accommodate traffic generated by the Offices at High North redevelopment.

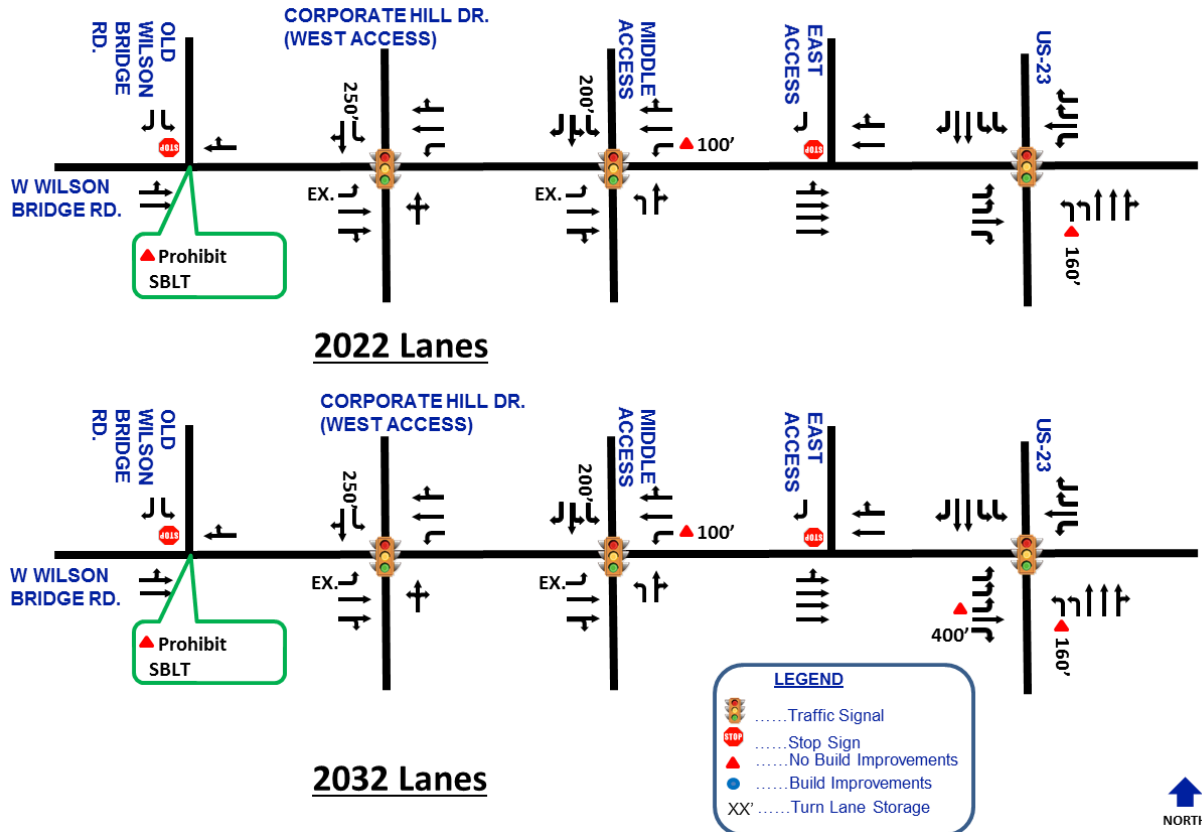
4.2 Turn Lane Length Analysis

This study assessed the length of existing and proposed turn lanes impacted by site traffic using SimTraffic 95th percentile queues. **Figure 2** summarizes lane configurations and turn lane storage for the 2022 opening year and 2032 horizon year.

The following points supplement the information shown on Figure 2:

- Wilson Bridge Road Turn Lanes To Site
 - Existing turn lanes and storage lengths on Wilson Bridge Road are adequate for projected site volumes.
- Site Access Approaches to Wilson Bridge Road
 - Southbound lanes at the signalized Wilson Bridge Road/Middle Access intersection should provide 200 feet of queue storage consistent with 95th percentile queue model results.
 - Southbound lanes on Corporate Hill Drive should provide 250 feet of left turn storage when Corporate Hill Drive is improved and connected to Old Wilson Bridge Road.
- US 23/Wilson Bridge Road
 - Pavement marking changes can provide a second northbound left turn lane that is 160 feet long without widening. That combined with the existing left turn lane length of 380 feet provides a total of 540 feet of turn lane storage, meeting the 95th percentile demand in the horizon year of this study.
 - A third eastbound left turn lane can be provided with pavement marking changes on existing pavement if Wilson Bridge Road is widened to add an eastbound right turn on the south side of the roadway. The existing right turn lane then becomes the through lane and so on. The new eastbound right turn lane should provide 400 feet of queue storage.

Figure 2: Lane Configurations



5.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the foregoing analysis, the Study Area road network generally has enough reserve capacity to accommodate site generated traffic and anticipated non-site, regional growth. The primary traffic issue in the area is existing congestion at the US 23/Wilson Bridge Road intersection that is not caused by proposed redevelopment. Eastbound queues on Wilson Bridge Road historically spillback through adjacent intersections at times under PM peak conditions. Absent intersection capacity improvements, eastbound queue overflows will increase in length and frequency as traffic volumes grow on Wilson Bridge Road. The City of Worthington is currently engaged in a comprehensive study of this intersection and this Offices at High North study scope is limited to an operational review and development of anticipated site generated traffic flows through this intersection.

Figure 2 shows a mix of background and site-related lane configurations that support existing and horizon-year traffic operations. The following highlights key findings and recommendations further discussed above:

1. The City sponsored project to extend Corporate Hill Drive as a public roadway connecting Wilson Bridge Road to Old Wilson Bridge Road should include placement of a channelizing island preventing left turns from Old Wilson Bridge Road at the intersection with Wilson Bridge Road.
2. Existing lane configurations and turn lane lengths on Wilson Bridge Road at access points serving the Offices and High North site are adequate to support redevelopment of the site.
3. Planned improvements to side street approaches to Wilson Bridge Road on Corporate Hill Drive and the signalized Middle Access to the Offices at High North site should provide the lane assignments and turn lane storage lengths shown in **Figure 2**.
4. This study developed a long-term operational concept for the US 23/Wilson Bridge Road intersection that meets Level of Service criteria and reduces queue spillback through adjacent intersections. The City should further develop this, and other concepts in the context of the broader study underway that includes the US 23/Highland Avenue/Caren Avenue intersection while considering City priorities related to adjacent properties, pedestrians and bicycle networks in this area.

Exhibit D
Phase 1 Major Project Milestones and Timeline

Start Milestone	Project Element	Notes
Availability of City Funding	City Entrance and High Street Enhancements	City shall use best efforts to make funding available pursuant to the terms of the Development Agreement
	<u>Phase 1 Elements:</u>	
Completion of tenant acquisition	<ul style="list-style-type: none"> Mall Enabling Package includes demolition and reconstruction of impacted storefronts and Central Promenade 	Estimated time to complete – 24 months from start of demolition
Demolition of northern portion of mall	<ul style="list-style-type: none"> Parking Garage 	Estimated time to complete 24 months
	<ul style="list-style-type: none"> Class A Office/Mixed Use Building 	
	<ul style="list-style-type: none"> Eastern West Wilson Bridge entrance and reconfiguration of related access drive for north/south vehicle traffic 	
Existing tenant relocation	<ul style="list-style-type: none"> Removal of western mall extension 	
Removal of western mall extension	<ul style="list-style-type: none"> Realignment of Mall Drive 	
Completion of Mall Drive Intersection Improvements	<ul style="list-style-type: none"> Mall Drive Entrance Improvements 	Developer reserves the right to complete intersection improvements under certain condition and if adequate City funding is available
Completion of Kroger REA	<ul style="list-style-type: none"> Reconfiguration of Kroger parking lot 	
Kroger parking lot reconfiguration	<ul style="list-style-type: none"> High Street Pylon Sign Enhancements 	
TBD	<ul style="list-style-type: none"> West Wilson Bridge Pylon Sign Enhancement 	May be delayed if Phase 2 construction begins prior to enhancements to pylon sign begins



STAFF MEMORANDUM
City Council Meeting – June 7, 2021

Date: May 11, 2021

To: Matthew Greeson, City Manager

From: D. Kay Thress, City Clerk

Subject: Ordinance No. 19-2021 Adoption of City Code Replacement Pages

EXECUTIVE SUMMARY

This Ordinance approves replacement pages for the Codified Ordinances of the City to incorporate changes to City Code and State Law since the last update occurred.

RECOMMENDATION

Approve as Presented

BACKGROUND/DESCRIPTION

This Ordinance approves replacement pages for the Codified Ordinances of the City. This is typically done annually and incorporates all ordinances amending provisions of Code that were enacted since the last recodification and changes in state law. These pages contain changes related to City Council adopted changes to the Code as well as state law changes related to the criminal and traffic codes.

The City Council adopted changes via ordinance related to:

- Amend Code Section 1123.73 – Tourist Homes
- Amend Code Section 1174.05 – PUD (Tree Fee)
- Amend Code Section 929.01- Columbus Sewer Contract

A summary of the state law changes is detailed in Appendix A of the Ordinance.

ATTACHMENTS

Ordinance No. 19-2021

ORDINANCE NO. 19-2021

An Ordinance to revise the Codified Ordinances by adopting current Replacement Pages.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and,

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and,

WHEREAS, the Walter H. Drane Company has prepared a supplement to the Codified Ordinances containing such new material;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, Franklin County, State of Ohio:

SECTION 1. That the ordinances of the City of Worthington, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2021 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

SECTION 2. That the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

Traffic Code

- 331.43 Wearing Earplugs or Earphones Prohibited. (Amended)
- 335.09 Display of License Plates or Validation Stickers; Temporary License Placard. (Amended)
- 335.091 Operating Without Dealer or Manufacturer License Plates. (Added)

General Offenses Code

- 501.99 Penalties for Misdemeanors. (Amended)
- 505.04 Abandoning Animals. (Amended)
- 513.01 Drug Abuse Control Definitions. (Amended)
- 529.07 Open Container Prohibited. (Amended)
- 537.17 Reserved. (Previously "Criminal Child Enticement")

SECTION 3. That the complete text of the sections listed above are set forth in full in the current replacement pages to the Codified Ordinances. A summary of the amendments to such sections is hereby attached to this ordinance as Appendix A.

ORDINANCE NO. 19-2021

SECTION 4. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington Ohio.

Passed _____

President of Council

Attest

Clerk of Council

Summary of 2021 Model Amendments

331.43 Wearing Earplugs or Earphones Prohibited. (Expands definitions for earphones and earplugs. Adds exception for hearing protection while operating a motorcycle.)

335.09 Display of License Plates or Validation Stickers; Temporary License Placard. (License plate and temporary license placard to be displayed on the rear of vehicle.)

335.091 Operating Without Dealer or Manufacturer License Plates. (Adds new section regulating operating a manufacturer or dealer vehicle without license plates or placards.)

501.99 Penalties for Misdemeanors. (Expands the regulations for court ordered restitution.)

505.04 Abandoning Animals. (Amended to update penalty wording to match ORC and ORC reference.)

513.01 Drug Abuse Control Definitions. (Completely rewrites section to comply with ORC 2925.01.)

529.07 Open Container Prohibited. (Adds a new subsection further defining alcoholic beverage and closed container.)

537.17 Criminal Child Enticement. (Deleted. This section was based on ORC 2905.05. The Ohio Supreme Court held that ORC 2909.05(A) was unconstitutionally overbroad in violation of the First Amendment.)



STAFF MEMORANDUM
City Council Meeting – June 7, 2021

Date: May 13, 2021

To: Matthew H. Greeson, City Manager

From: Darren Hurley, Parks & Recreation Director

Subject: **Ordinance for McCord Park Renovations – Phase I – Project Number 716-21**

EXECUTIVE SUMMARY

This ordinance provides an appropriation for the McCord Park Renovations – Phase I and authorizes a contract with Builderscape, Inc. for the work.

RECOMMENDATION

Approve as presented

BACKGROUND/DESCRIPTION

City Council approved the Conceptual Master Plan for McCord Park in 2018. Subsequently, staff secured the services of POD Design to lead a design development process to provide more detailed design of the playground, train observation area, and other key aspects of the park. In early 2020, POD Design provided an update to City Council on the process after the Parks and Recreation Commission made a motion supporting the design development of the updated Conceptual Master Plan for the park and recommended moving ahead with preparing construction documents for the bidding of phase one.

Soon after, the project was put on hold because of COVID and work was suspended until the last quarter of 2020. In February 2021, staff returned with POD Design to provide an update on the final design for phase one and received permission to bid the project from City Council.

Bids were advertised in April and opened on May 12 at noon. The engineer's estimate was \$1,563,902 for the base bid and \$1,769,467 including the alternates of shelter house construction and safety net installation at the multi-purpose sports field. Builderscape, Inc. secured the lowest and best bid with a total of \$1,750,063. There were two other bidders on the project.

Staff requests approval of the ordinance for an appropriation of \$1,837,500 which includes a five percent contingency, and to allow the City Manager to enter into a contract with Builderscape, Inc.

For a reminder of the overall process, what is included in each phase of the project, and details of some of the features being proposed including the playground and train observation area, please go to our website and view the project page linked to our Parks page: <https://www.worthington.org/252/Parks>.

FINANCIAL IMPLICATIONS/FUNDING SOURCES

The 2021 Capital Improvements Program (CIP) has \$1.8 million for McCord Park Phase I Renovations. The city has also been notified of a State Capital Budget Funding Award of \$400,000 towards the renovations of McCord Park.

ATTACHMENTS

Ordinance No. 20-2021

ORDINANCE NO. 20-2021

Amending Ordinance No. 44-2020 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs of the McCord Park Renovations and all Related Expenses and Determining to Proceed with said Project. (Project No. 716-21)

WHEREAS, the Charter of the City of Worthington, Ohio, provides that City Council may at any time amend or revise the Budget by Ordinance, providing that such amendment does not authorize the expenditure of more revenue than will be available;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That there be and hereby is appropriated from the Capital Improvements Fund Unappropriated Balance to Account No. 308.4010.533443 an amount not to exceed one-million eight hundred thirty seven thousand five hundred dollars (\$1,837,500) to pay the cost of the McCord Park Renovations (Project No. 716-21)

SECTION 2. That the City Manager be and hereby is authorized and directed to enter into an agreement with the firm of Builderscape Inc. for the provision of the aforementioned services.

SECTION 3. For the purposes of Section 2.21 of the Charter of the City, this ordinance shall be considered an "Ordinance Determining to Proceed" with the Project, notwithstanding future actions of this Council, which may be necessary or appropriate in order to comply with other requirements of law.

SECTION 4. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed _____

President of Council

Attest:

Clerk of Council



STAFF MEMORANDUM
City Council Meeting – June 7, 2021

Date: May 11, 2021

To: Matthew H. Greeson, City Manager

From: Daniel Whited, P.E. Director of Service & Engineering

Subject: Ordinance No. 21-2021 Police Building Modifications Project No. 695-19

EXECUTIVE SUMMARY

This ordinance provides an appropriation for the Police Building Modifications Project and authorizes a contract with R.W. Setterlin Construction for the work.

RECOMMENDATION

Approve as presented

BACKGROUND/DESCRIPTION

Over the past two years the Service & Engineering Department has managed extensive upgrades to the Police Building at 6555 Worthington Galena Rd. These upgrades include a new secured entryway, a new HVAC system with filtration engineered to help mitigate mold formation, and a new roof. All this was done to seal the building envelope and mitigate the presence of mold. The final step in the modifications project is to mitigate the mold, paint, replace flooring label and perform upgrades to electrical systems to and minimal plumbing. These projects were included in the Capital Improvements Program.

Bids for the project were opened on May 12th at noon. The engineer's estimate was \$450,000. R.W. Setterlin Construction secured the lowest and best bid with a total of \$375,020.

Staff requests approval of the ordinance for an appropriation of \$412,000.00, which includes a 10% contingency, and to allow the City Manager to enter into contract with R.W. Setterlin Construction.

FINANCIAL IMPLICATIONS/FUNDING SOURCES (if applicable)
\$412,000 CIP Fund

ATTACHMENT
Ordinance No. 21-2021

ORDINANCE NO. 21-2021

Amending Ordinance No. 44-2020 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs of Police Building Modifications and all Related Expenses and Determining to Proceed with said Project. (Project No. 695-19)

WHEREAS, the Charter of the City of Worthington, Ohio, provides that City Council may at any time amend or revise the Budget by Ordinance, providing that such amendment does not authorize the expenditure of more revenue than will be available;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That there be and hereby is appropriated from the Capital Improvements Fund Unappropriated Balance to Account No. 308.8130.533424 an amount not to exceed four-hundred twelve thousand dollars (\$412,000) to pay the cost of Police Building Modifications (Project No. 695-19)

SECTION 2. That the City Manager be and hereby is authorized and directed to enter into an agreement with the firm of R.W. Setterlin Building Company for the provision of the aforementioned services.

SECTION 3. For the purposes of Section 2.21 of the Charter of the City, this ordinance shall be considered an "Ordinance Determining to Proceed" with the Project, notwithstanding future actions of this Council, which may be necessary or appropriate in order to comply with other requirements of law.

SECTION 4. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed _____

President of Council

Attest:

Clerk of Council

Introduced May 17, 2021
P.H. June 7, 2021



STAFF MEMORANDUM
City Council Meeting – June 7, 2021

Date: June 3, 2021

To: Matthew H. Greeson, City Manager

From: Daniel Whited, P.E. Director of Service & Engineering

Subject: Ordinance No. 22-2021 Appropriation - Street Improvement Program 717-21

EXECUTIVE SUMMARY

This Ordinance appropriates funds for the 2021 Street Improvement Program

RECOMMENDATION

Motion to Amend to insert the amount of the appropriation (\$975,000) and the name of the contractor (Strawser Paving Company); Approve as Amended

BACKGROUND/DESCRIPTION

This Ordinance was introduced with blanks for the amount and the firm pending the results of the bid opening. On Wednesday, June 2, 2021 at noon, staff opened bids for the 2021 Street Improvement Program. Three firms submitted acceptable and verified bids below the Engineer's estimate of \$910,964.40. The lowest and best bid was submitted by Strawser Paving Company in the amount of \$886,407.95. Staff is requesting an appropriation of \$975,000 which includes the bid amount and a contingency of 10%, and permission for the City Manager to enter into a contract with Strawser Paving Company.

FINANCIAL IMPLICATIONS/FUNDING SOURCES (if applicable) The 2021 The 2021 Capital Improvements Program includes \$900,000 for this project.

ATTACHMENTS

Ordinance No. 22-2021 (As Amended)
Ordinance No. 22-2021

ORDINANCE NO. 22-2021

Amending Ordinance No. 44-2020 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs of the 2021 Street Improvement Program and all Related Expenses and Determining to Proceed with said Project. (Project No. 717-21)

WHEREAS, the Charter of the City of Worthington, Ohio, provides that City Council may at any time amend or revise the Budget by Ordinance, providing that such amendment does not authorize the expenditure of more revenue than will be available;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That there be and hereby is appropriated from the Capital Improvements Fund Unappropriated Balance to Account No. 308.8150.533444 an amount not to exceed _____ (\$ _____) to pay the cost of the 2021 Street Improvement Program (Project No. 717-21)

SECTION 2. That the City Manager be and hereby is authorized and directed to enter into an agreement with the firm of _____ for the provision of the aforementioned services.

SECTION 3. For the purposes of Section 2.21 of the Charter of the City, this ordinance shall be considered an "Ordinance Determining to Proceed" with the Project, notwithstanding future actions of this Council, which may be necessary or appropriate in order to comply with other requirements of law.

SECTION 4. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed _____

President of Council

Attest:

Clerk of Council

Introduced May 17, 2021
P.H. June 7, 2021

ORDINANCE NO. 22-2021

Amending Ordinance No. 44-2020 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs of the 2021 Street Improvement Program and all Related Expenses and Determining to Proceed with said Project. (Project No. 717-21)

WHEREAS, the Charter of the City of Worthington, Ohio, provides that City Council may at any time amend or revise the Budget by Ordinance, providing that such amendment does not authorize the expenditure of more revenue than will be available;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That there be and hereby is appropriated from the Capital Improvements Fund Unappropriated Balance to Account No. 308.8150.533444 an amount not to exceed _____ (\$ _____) to pay the cost of the 2021 Street Improvement Program (Project No. 717-21)

SECTION 2. That the City Manager be and hereby is authorized and directed to enter into an agreement with the firm of _____ for the provision of the aforementioned services.

SECTION 3. For the purposes of Section 2.21 of the Charter of the City, this ordinance shall be considered an "Ordinance Determining to Proceed" with the Project, notwithstanding future actions of this Council, which may be necessary or appropriate in order to comply with other requirements of law.

SECTION 4. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed _____

President of Council

Attest:

Clerk of Council

RESOLUTION NO. 23-2021

Amending the City's Designated Outdoor Refreshment Area
for Downtown Worthington.

WHEREAS, effective April 30, 2017, a municipality with a population of less than thirty-five thousand is permitted to create a designated outdoor refreshment area ("DORA") pursuant to the provisions of Ohio Revised Code §4301.82; and

WHEREAS, on May 4, 2021 the City Manager submitted an application to City Council to considering amending the City's existing DORA in a specified section of Downtown Worthington (the "DORA Application"); and

WHEREAS, pursuant to §4301.82(C), notice of the filing of the DORA Application and the date of a public hearing thereon was published in a newspaper of general circulation in the City on May 6, 2021; and

WHEREAS, the public hearing on the application was held on June 7, 2021 during which public testimony was held; and

WHEREAS, §4301.82(F)(1) requires the City to establish requirements that the City determines necessary to ensure public health and safety in the area and §4301.82(F)(2) provides for notice of this proposed action to be published in a newspaper of general circulation, such notice having been published on May 6, 2021; and

WHEREAS, the DORA Application as submitted, to include the premises of the permit holders located at the street addresses on Exhibit "A," meets the requirements of §4301.82(B)(1-5), it being further clarified that the boundary of the DORA includes the premises of the permit holders located at the street addresses listed on Exhibit "A"; and

WHEREAS, approval of the amended Designated Outdoor Refreshment Area will serve to enhance the experiences of the patrons of the business establishments and the special events within the Downtown Worthington area.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. City Council approves the DORA Application as having met the requirements of ORC §4301.82(B)(1-5) and approves the amended Downtown Worthington Designated Outdoor Refreshment Area. The amended DORA is comprised of the area as depicted on Exhibit "A", attached hereto and made a part hereof, such area to include and encompass the premises of the permit holders located at the street addresses listed on Exhibit "A", as is required to be included pursuant to §4301.82(F)(1)(a).

SECTION 2. City Council determines that all public notice requirements of ORC §4301.82 prior to the passage of this Resolution have been met.

SECTION 3. That in order to ensure public health and safety and in accordance with ORC §4301.82(F)(1)(b), the number, spacing, and type of signage designating the DORA boundary shall be as set forth on Exhibit “B”, attached hereto and made a part hereof.

SECTION 4. The DORA encompasses not fewer than four (4) qualified permit holders, all of which are identified on Exhibit “C”, attached hereto and made a part hereof, by business name, address, liquor permit type and liquor permit number. Also included on Exhibit “C” and in accordance with §4301.82(F)(1)(c) are the hours of operation for the DORA, which will apply to all activity within the DORA, only as may be limited by approval of special event permitting.

SECTION 5. The Public Health & Safety Plan as described on Exhibit “D”, attached hereto and made a part hereof is hereby approved as meeting the requirements of §4301.82(F)(1)(d), including the manner in which the number of personnel needed to carry out the plan shall be determined.

SECTION 6. The Sanitation Plan that will help maintain the appearance and public health of the area as described on Exhibit “E”, attached hereto and made a part hereof, is hereby approved as meeting the requirements of §4301.82(F)(1)(e-f), including the manner in which the number of personnel needed to carry out the plan shall be determined.

SECTION 7. As is required by §4301.82(F)(1)(g), beer and intoxicating liquor shall only be served in plastic bottles or other plastic containers, which shall be provided by the qualified permit holders in a readily-identified container that identifies the name of the establishment that is serving the beverage, as approved by the City’s Department of Public Safety.

SECTION 8. On or before September 13, 2021, the City Manager shall provide City Council a report regarding the amended DORA. City Council shall review the results of the report and determine whether to continue the DORA under the same terms and conditions. If Council determines to modify the terms and conditions, or to dissolve the DORA, Council will need to pass a resolution in accordance with the applicable statutory provisions.

SECTION 9. As required by §4301.82(I)(1), City Council shall review the requirements of the DORA, as established herein, within five years from the effective date of this Resolution.

SECTION 10. The Clerk of Council is hereby instructed to forward a copy of this Resolution to the Ohio Division of Liquor Control and to the investigative unit of the Ohio Department of Public Safety, all in accordance with ORC §4301.82(C) and §4301.82(F)(3)

SECTION 11. That the Clerk of Council be and hereby is instructed to record this Resolution in the appropriate record book.

Adopted

President of Council

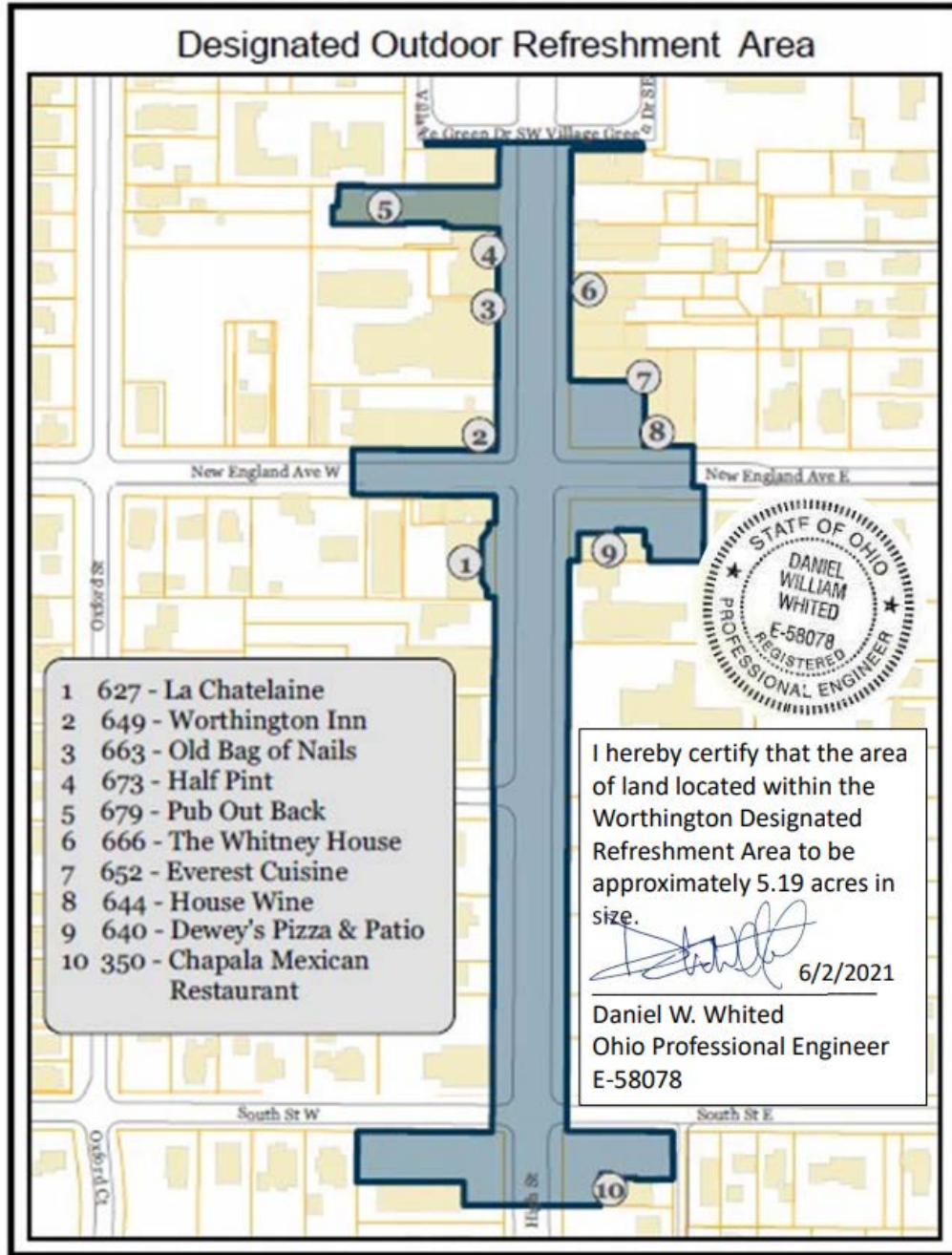
Attest:

Clerk of Council

EXHIBIT A

BOUNDARIES

In accordance with O.R.C. 4301.82(F)(1)(a), a depiction of the specific boundaries of the area, including and encompassing the premises of the permit holders located at the street addresses as indicated in the box below (all street addresses being located on High Street), are:



The description of the DORA by street addresses is expressed as follows:

On the West Side of High Street (north to south):

- From 695 High Street to 529 High Street - Odd Numbers Only

On the East Side of High Street (north to south):

- From 694 High Street to 530 High Street – Even Numbers Only

On West New England Avenue (east to west):

- From 11 West New England to 41 West New England – Odd Numbers Only

Said description contains approximately 5.19 acres.

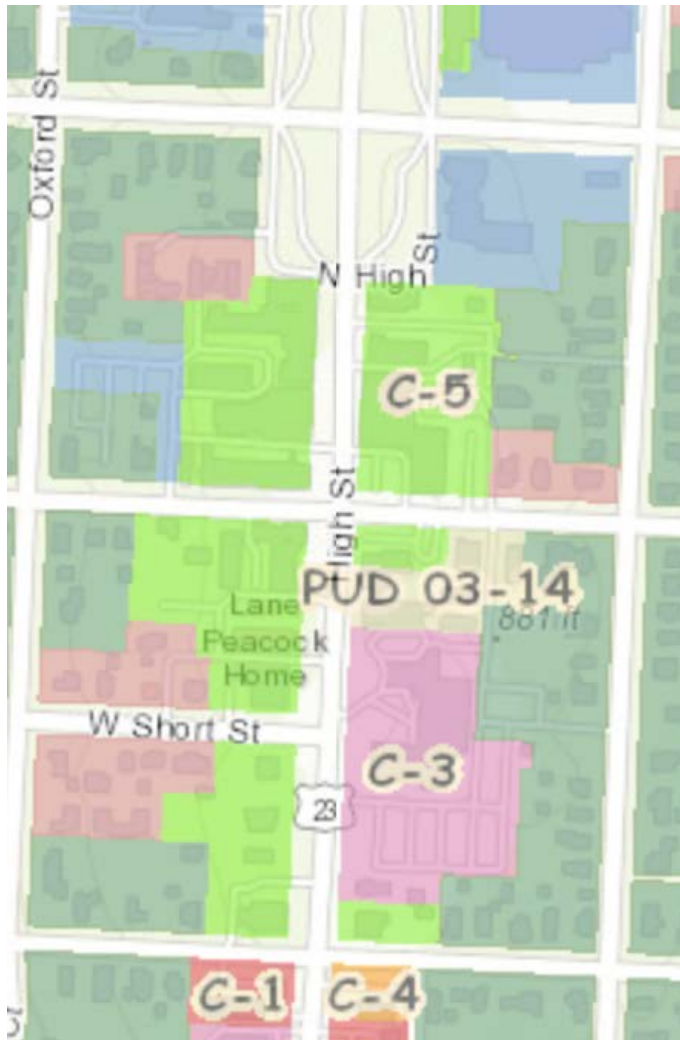
The parcels of real property located within the DORA are as follows:

Parcel ID	Address	Qualified Permit Holder (QPH)	DBA
100-000314	529 High Street		
100-000039	547 High Street		
100-000326	559 High Street		
100-000718	571 High Street		
100-000192	579 High Street		
100-000027	597 High Street		
100-003922	615 High Street		
100-000212	623 High Street		
100-000238	627 High Street	La Marquise Inc.	La Chatelaine
100-000225	633 High Street		
100-000715	633 High Street		
100-000167	25 W. New England Avenue		
100-000312	39 W. New England Avenue		

100-000312	41 W. New England Avenue		
100-006622	649 High Street		
100-006630	649 High Street		
100-006629	649 High Street		
100-006620	649 High Street		
100-006625	649 High Street		
100-006627	649 High Street		
100-006619	649 High Street	WI Restaurant Operations LLC	Worthington Inn
100-006624	649 High Street		
100-006626	649 High Street		
100-006623	649 High Street		
100-006628	649 High Street		
100-006621	649 High Street		
100-006227	659 High Street		
100-006227	663 High Street	Old Bag of Nails Pub Inc.	Old Bag of Nails
100-000037	669 High Street		
100-000037	673 High Street	673 HIGH STREET LLC	Half Pint
100-000335	677 High Street		
100-000049	679 High Street	ALD INVESTMENTS LLC	Pub Out Back
100-000049	681 High Street		
100-000197	689 High Street		
100-000197	691 High Street		
100-000197	693 High Street		
100-000197	695 High Street		

100-006686	694 High Street		
100-000100			
100-000080			
100-000084	688 High Street		
100-000391	666 High Street	PIBB & BEAN LLC	The Whitney House
100-000227	660 High Street		
100-000349	656 High Street		
100-000619	654 High Street		
100-000619	652 High Street	SRI GANESH LLC	Everest Cuisine
100-000619	650 High Street		
100-000619	646 High Street		
100-000619	644 High Street	Grapeful Jane LLC	House Wine
100-000294	646 High Street		
100-000294	644 High Street		
100-006763	634 High Street		
100-000102	640 High Street	AED Enterprises LLC	Dewey's Pizza & Patio
100-006769	634 High Street		
100-000517	600 High Street		
100-000327	600 High Street		
100-000093	600 High Street		
100-000094	560 High Street		
100-000243	556 High Street		
100-000097	544 High Street		
100-000208	530 High Street	Macondo LLC	Chapala Mexican Restaurant

In accordance with O.R.C. 4301.82(B)(4), the uses of land within the DORA are zoned C-5 (Central Commercial), C-4 (High and Automotive Services), C-3 (Institutions and Offices), C-1 (Neighborhood Commercial) or are a PUD (Planned Unit District) and are in accord with Worthington's master zoning plan:



Zoning Districts		
OPEN AREA	F-1	Flood Plain
	S-1	Special
	VM	Veterans Memorial
RESIDENTIAL	R-16	Very Low Density Residential
	R-10	Low Density Residential
	R-7.5	Medium Density Residential
	R-6.5	One and Two Family Residence
	AR-4.5	Low Density Apartment Residence
	AR-3	Medium Density Apartment Residence
	SC	Senior Citizen
COMMERCIAL	C-1	Neighborhood Commercial
	C-2	Community Shopping Center
	C-3	Institutions and Offices
	C-4	Highway and Automotive Services
	C-5	Central Commercial
INDUSTRIAL	I-1	Restricted Industrial: Research and Offices
	I-2	General Industrial
PLANNED UNIT DEVELOPMENT	PUD	Planned Unit District

EXHIBIT B

SIGNAGE

In accordance with O.R.C. 4301.82(F)(1)(b), the number, spacing, and type of signage designating the area are:

Outdoor Dining in Right of Way

Moveable stanchions will be used for the 90-day pilot period. If the expanded DORA continues beyond the pilot period, the Director of Planning & Building will determine the number, location, spacing, and type of permanent signage that will be necessary.

Signage Example:



EXHIBIT C - 1

QUALIFIED PERMIT HOLDERS & HOURS OF OPERATION

In accordance with O.R.C. 4301.82(B)(3), the DORA will encompass not fewer than four qualified permit holders. Worthington has identified (10) qualified permit holders that will be included in the area:

Business Name	DBA	Business Address	Permit Types	Permit #
673 HIGH STREET LLC	Half Pint	673 High Street	D5 & D6	8201023
PIBB & BEAN LLC	Whitney House	666 High Street, 1st Floor & Basement	D5 & D6	6897007
ALD INVESTMENTS LLC	Pub Out Back	679 High Street, Suite C	D5	0100519
Old Bag of Nails Pub Inc.	Old Bag of Nails	663 High Street	D1, D2, D3, D4	6528523
WI Restaurant Operations LLC	Worthington Inn	649 High Street & Patios	D5 & D6	9726301
La Marquise Inc.	La Chatelaine	627 High Street, 1st Floor & Patio	D1, D2, D3, D6	49492700005
AED Enterprises LLC	Dewey's Pizza & Patio	640 High Street	D1, D2, D6	00661240095
SRI GANESH LLC	Everest Cuisine	652 High Street	D1, D2, D3, D6	8718150
Macondo LLC	Chapala Mexican Restaurant	530 High Street	D1, D2, D3, D6	<i>TBD*</i>
Grapeful Jane LLC	House Wine	644 High Street & Patio	D5 & D6	3329356

**The permits for Chapala Mexican Restaurant have not yet been issued.*

In accordance with O.R.C. 4301.82(F)(1)(c), the hours of the operation for the area are:

Extended Weekend

Day	Start Time	End Time
Thursday	4:00 PM	10:00 PM
Friday	4:00 PM	10:00 PM
Saturday	12:00 PM	10:00 PM
Sunday	12:00 PM	10:00 PM

The City of Worthington staff may consider approval of certain events on a continual basis, as well as special events held on private property within the DORA. Events will be subject to local permitting processes and regulated by the approved boundaries and hours of operation established in this Resolution.

EXHIBIT C - 2

QUALIFIED PERMIT HOLDERS & HOURS OF OPERATION

In accordance with O.R.C. 4301.82(B)(3), the DORA will encompass not fewer than four qualified permit holders. Worthington has identified (10) qualified permit holders that will be included in the area:

Business Name	DBA	Business Address	Permit Types	Permit #
673 HIGH STREET LLC	Half Pint	673 High Street	D5 & D6	8201023
PIBB & BEAN LLC	Whitney House	666 High Street, 1st Floor & Basement	D5 & D6	6897007
ALD INVESTMENTS LLC	Pub Out Back	679 High Street, Suite C	D5	0100519
Old Bag of Nails Pub Inc.	Old Bag of Nails	663 High Street	D1, D2, D3, D4	6528523
WI Restaurant Operations LLC	Worthington Inn	649 High Street & Patios	D5 & D6	9726301
La Marquise Inc.	La Chatelaine	627 High Street, 1st Floor & Patio	D1, D2, D3, D6	49492700005
AED Enterprises LLC	Dewey's Pizza & Patio	640 High Street	D1, D2, D6	00661240095
SRI GANESH LLC	Everest Cuisine	652 High Street	D1, D2, D3, D6	8718150
Macondo LLC	Chapala Mexican Restaurant	530 High Street	D1, D2, D3, D6	<i>TBD*</i>
Grapeful Jane LLC	House Wine	644 High Street & Patio	D5 & D6	3329356

**The permits for Chapala Mexican Restaurant have not yet been issued.*

In accordance with O.R.C. 4301.82(F)(1)(c), the hours of the operation for the area are:

Always Open

Day	Start Time	End Time
Monday	9:00 AM	10:00 PM
Tuesday	9:00 AM	10:00 PM
Wednesday	9:00 AM	10:00 PM
Thursday	9:00 AM	10:00 PM
Friday	9:00 AM	10:00 PM
Saturday	9:00 AM	10:00 PM
Sunday	9:00 AM	10:00 PM

The City of Worthington staff may consider approval of certain events on a continual basis, as well as special events held on private property within the DORA. Events will be subject to local permitting processes and regulated by the approved boundaries and hours of operation established in this Resolution.

EXHIBIT C - 3

QUALIFIED PERMIT HOLDERS & HOURS OF OPERATION

In accordance with O.R.C. 4301.82(B)(3), the DORA will encompass not fewer than four qualified permit holders. Worthington has identified (10) qualified permit holders that will be included in the area:

Business Name	DBA	Business Address	Permit Types	Permit #
673 HIGH STREET LLC	Half Pint	673 High Street	D5 & D6	8201023
PIBB & BEAN LLC	Whitney House	666 High Street, 1st Floor & Basement	D5 & D6	6897007
ALD INVESTMENTS LLC	Pub Out Back	679 High Street, Suite C	D5	0100519
Old Bag of Nails Pub Inc.	Old Bag of Nails	663 High Street	D1, D2, D3, D4	6528523
WI Restaurant Operations LLC	Worthington Inn	649 High Street & Patios	D5 & D6	9726301
La Marquise Inc.	La Chatelaine	627 High Street, 1st Floor & Patio	D1, D2, D3, D6	49492700005
AED Enterprises LLC	Dewey's Pizza & Patio	640 High Street	D1, D2, D6	00661240095
SRI GANESH LLC	Everest Cuisine	652 High Street	D1, D2, D3, D6	8718150
Macondo LLC	Chapala Mexican Restaurant	530 High Street	D1, D2, D3, D6	TBD*
Grapeful Jane LLC	House Wine	644 High Street & Patio	D5 & D6	3329356

**The permits for Chapala Mexican Restaurant have not yet been issued.*

In accordance with O.R.C. 4301.82(F)(1)(c), the hours of the operation for the area are:

Not Yet Identified

Day	Start Time	End Time
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

The City of Worthington staff may consider approval of certain events on a continual basis, as well as special events held on private property within the DORA. Events will be subject to local permitting processes and regulated by the approved boundaries and hours of operation established in this Resolution.

EXHIBIT C - 4

QUALIFIED PERMIT HOLDERS & HOURS OF OPERATION

In accordance with O.R.C. 4301.82(B)(3), the DORA will encompass not fewer than four qualified permit holders. Worthington has identified (10) qualified permit holders that will be included in the area:

Business Name	DBA	Business Address	Permit Types	Permit #
673 HIGH STREET LLC	Half Pint	673 High Street	D5 & D6	8201023
PIBB & BEAN LLC	Whitney House	666 High Street, 1st Floor & Basement	D5 & D6	6897007
ALD INVESTMENTS LLC	Pub Out Back	679 High Street, Suite C	D5	0100519
Old Bag of Nails Pub Inc.	Old Bag of Nails	663 High Street	D1, D2, D3, D4	6528523
WI Restaurant Operations LLC	Worthington Inn	649 High Street & Patios	D5 & D6	9726301
La Marquise Inc.	La Chatelaine	627 High Street, 1st Floor & Patio	D1, D2, D3, D6	49492700005
AED Enterprises LLC	Dewey's Pizza & Patio	640 High Street	D1, D2, D6	00661240095
SRI GANESH LLC	Everest Cuisine	652 High Street	D1, D2, D3, D6	8718150
Macondo LLC	Chapala Mexican Restaurant	530 High Street	D1, D2, D3, D6	<i>TBD*</i>
Grapeful Jane LLC	House Wine	644 High Street & Patio	D5 & D6	3329356

**The permits for Chapala Mexican Restaurant have not yet been issued.*

In accordance with O.R.C. 4301.82(F)(1)(c), the hours of the operation for the area are:

Do Not Amend Days/Times. Only Amend Boundaries Identified in ‘Exhibit A’.

Day	Start Time	End Time
Monday	9:00 AM	10:00 PM
Tuesday	9:00 AM	10:00 PM
Wednesday	9:00 AM	10:00 PM
Thursday	9:00 AM	10:00 PM
Friday	9:00 AM	11:00 PM
Saturday	9:00 AM	11:00 PM
Sunday	9:00 AM	10:00 PM

The City of Worthington staff may consider approval of certain events on a continual basis, as well as special events held on private property within the DORA. Events will be subject to local permitting processes and regulated by the approved boundaries and hours of operation established in this Resolution.

EXHIBIT D & E

PUBLIC HEALTH, SAFETY, & SANITATION PLANS

In accordance with O.R.C. 4301.82(B)(5), the proposed requirements for the purpose of ensuring public health and safety within the DORA shall include:

Outdoor Dining in Right of Way: Qualifying permit holders that desire to sell alcoholic beverages must meet the requirements of the Codified Ordinances for right of way use and operate in accordance with all DORA policies. These policies will require the qualifying permit holder to submit sanitation plans and a physical layout of the tables, chairs and other facilities. It is anticipated that busing of tables will be required and/or adequate trash cans be in place. Additionally, the permit review will ensure that there are adequate pedestrian passageways and that ingress/egress for emergency services is adequate. Failure to comply with the requirements of the permit can result in revocation.

Special Events: The City of Worthington requires that each special event receive a permit. As is the City's practice, each event will be reviewed by the City's Departments/Divisions. Permit requirements may differ between events depending on their size, layout, use of right of way, and program. However, each event will be reviewed to ensure that adequate sanitation, signage and public safety requirements are established. The necessity for portable bathrooms, handicap accessibility, pedestrian mobility, police, fire and emergency medical ingress and egress, crowd control, DORA boundary management and trash management (dumpsters, cans, pick-up, etc.) will be addressed. Event organizers may be required to pay for special duty officers or overtime for public service or safety workers if necessary, to ensure adequate health, public and safety requirements.

Outdoor Dining and/or Events on Private Property within the DORA: Each of the qualifying permit holders whose private property abuts the DORA boundary currently operate pursuant to a Conditional Use Permit. To the extent necessary, the Conditional Use Permit could be amended to allow for these establishments to operate in compliance with DORA regulations. Notwithstanding inclusion within the DORA, such establishments also must comply with ADA requirements regulating pedestrian passage along the sidewalk adjacent to the businesses if they wish to offer outdoor dining.

RESOLUTION NO. 24-2021

Designating Beth Kowalczyk to Represent the City
of Worthington on the Peggy R. McConnell Arts
Center Board of Trustees.

WHEREAS, the Peggy R. McConnell Arts Center of Worthington is a non-profit organization focused on the operation of the Arts Center and the advocacy, creation and nurturing of arts programming; and,

WHEREAS, the Board is composed of fifteen directors, one of whom is a member of the Worthington City Council; and,

WHEREAS, Beth Kowalczyk is interested in representing the City of Worthington on the Peggy R. McConnell Arts Center Board of Trustees.

NOW THEREFORE, BE IT RESOLVED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That Beth Kowalczyk is hereby designated to represent the City of Worthington on the Peggy R. McConnell Arts Center of Worthington Board, and is directed to serve the interests of the City of Worthington in such capacity when discharging the duties as a member of the Board.

SECTION 2. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

Adopted _____

President of Council

Attest

Clerk of Council



STAFF MEMORANDUM
City Council Meeting – June 7, 2021

Date: June 3, 2021

To: Matthew H. Greeson, City Manager

From: Daniel Whited, P.E. Director of Service & Engineering

Subject: Ordinance No. 24-2021 Colonial Hills Waterline Replacement Design

EXECUTIVE SUMMARY

This Ordinance appropriates funds for the design of the Colonial Hills Waterline Replacement project and allows the City Manager to enter into a Professional Services Agreement with Strand Associates for the design and construction services.

RECOMMENDATION

Introduce for Public Hearing June 21, 2021.

BACKGROUND/DESCRIPTION

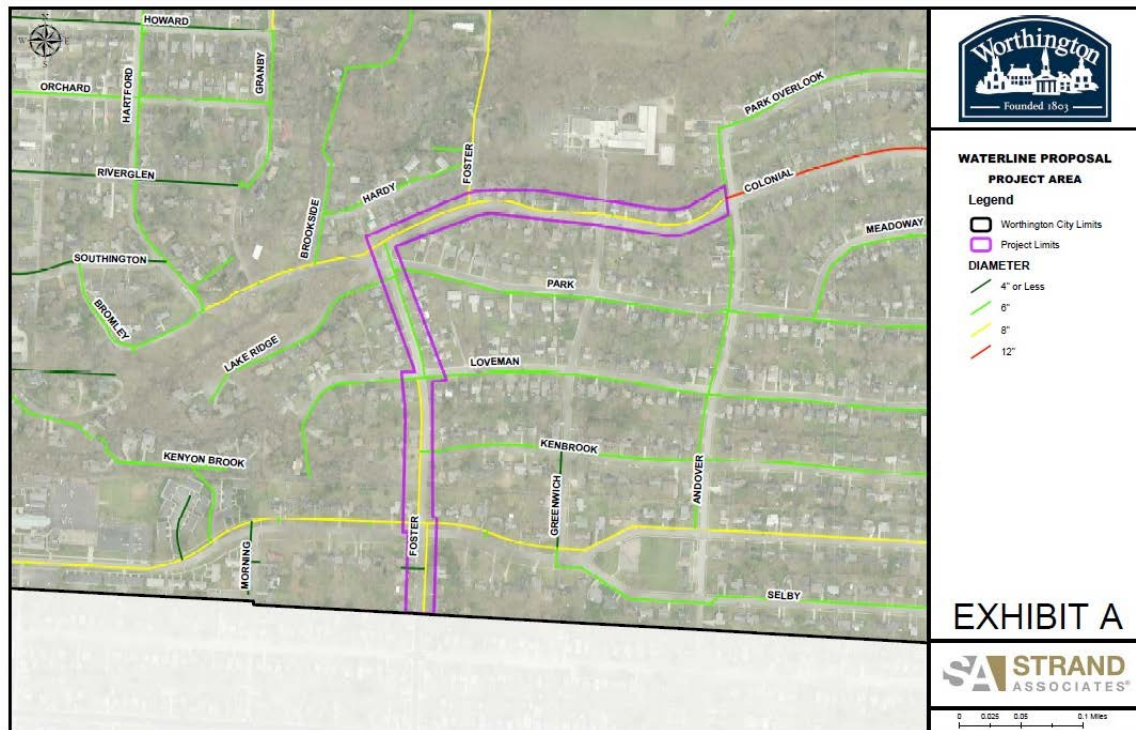
In 2020 Strand Associates was engaged to prepare a comprehensive water system study. The study identified and prioritized critically necessary waterline replacement projects. Three of these projects are included in the City's ongoing capital improvement program.

The highest priority project identified is the waterline(s) near Colonial Avenue and Andover Street. These cast iron waterlines were installed on the early 1950s and are well beyond their useful life as evidenced by a high rate of breakage and service interruption. Preliminary design evaluation identified approximately 3,500 lineal feet of waterline to be replaced in this area (see exhibit below).

City staff worked closely with Strand to develop a scope of work and cost proposal to design the replacement infrastructure. The scope includes geotechnical services, engineering design services, bidding assistance services and construction contract administration and inspection.

Staff requests approval of the ordinance for an appropriation of \$355,000 for the

referenced work, and to allow the City Manager to enter into contract with Strand Associates.



FINANCIAL IMPLICATIONS/FUNDING SOURCES (if applicable)

A total of \$1,550,000 was included in the 2021 Capital Improvements Program to design and construct this project.

ATTACHMENTS

Ordinance No. 24-2021

ORDINANCE NO. 24-2021

Amending Ordinance No. 44-2020 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs of the Colonial & Andover Waterline Improvement Design and all Related Expenses and Determining to Proceed with said Project. (Project No. 718-21)

WHEREAS, the Charter of the City of Worthington, Ohio, provides that City Council may at any time amend or revise the Budget by Ordinance, providing that such amendment does not authorize the expenditure of more revenue than will be available;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. That there be and hereby is appropriated from the Capital Improvements Fund Unappropriated Balance to Account No. 308.8160.533445 an amount not to exceed three-hundred fifty-five thousand dollars (\$355,000) to pay the cost of the Colonial & Andover Waterline Improvement Design (Project No. 718-21)

SECTION 2. That the City Manager be and hereby is authorized and directed to enter into an agreement with the firm of Strand Associates, Inc. for the provision of the aforementioned services.

SECTION 3. For the purposes of Section 2.21 of the Charter of the City, this ordinance shall be considered an "Ordinance Determining to Proceed" with the Project, notwithstanding future actions of this Council, which may be necessary or appropriate in order to comply with other requirements of law.

SECTION 4. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed _____

President of Council

Attest:

Introduced
P.H.

Clerk of Council



STAFF MEMORANDUM
City Council Meeting – June 7, 2021

Date: June 2, 2021

To: Matthew H. Greeson, City Manager

From: Scott F. Bartter, Finance Director

Subject: Ordinance 25-2021 – Authorizing the Issuance of Bonds – Refunding and New Additions for Police Building and 2020 Sewer Lining

EXECUTIVE SUMMARY

This Ordinance authorizes the issuance of various purpose bonds in an amount not to exceed \$6,580,000 to retire previously issued Bond Anticipation Notes and fund the 2020 Sewer Improvement Project and additional Police Building Improvements.

RECOMMENDATION

Introduce for Public Hearing on June 21, 2021

BACKGROUND/DESCRIPTION

In 2018, the City issued Bond Anticipation Notes (BANs) in the amount of \$4,460,000 to fund the following projects:

- Project 650-17 – Community Center South End Roof - \$734,600
- Project 656-17 & 675-18 – Sewer Improvements - \$660,000
- Project 677-18 – Energy Efficiency Measures - \$1,735,000
- Project 648-17 – Fire Station Roof Replacement - \$330,400
- Project 678-18 – E. Wilson Bridge Rd. Waterline - \$1,000,000

In 2020, City Council authorized the addition of \$1,700,000 in BANs to fund Projects 695-19 and 697-19, the Police Building HVAC, roof and design.

The City made principal payments on these notes in both 2019 and 2020, thus reducing the amount of outstanding principal. This legislation authorizes the

issuance of bonds to retire the remaining outstanding principal on those BANs.

Additionally, this legislation adds \$765,000 in new additional debt to fund the following projects:

- Project 695-19 – Police Building Modifications - \$189,000
- Project 711-20 – 2020 Sewer Lining & Repair Project - \$571,000

Staff anticipates seeking a bond rating from S&P Global Ratings by the end of July with an estimated closing date for the bonds of July 28, 2021.

These would be 20-year bonds with a maturity date of 12/01/2041

FINANCIAL IMPLICATIONS/FUNDING SOURCES

Repayment Of this debt will occur from the General Bond Retirement Fund. Revenue from the General Bond Retirement Fund is received primarily from a transfer from the Capital Improvement Fund, but additionally receives .17 mills of property tax (from the 5 mills assessed by the City) that amounts to approximately \$110,000 annually.

ATTACHMENTS

Ordinance No. 25-2021

ORDINANCE NO. 25-2021

Authorizing the Issuance of Bonds in the Amount of Not to Exceed \$6,580,000 for the Purpose of (I) Designing, Engineering, Constructing and Reconstructing Various Sewer Improvements, with Related Site Improvements and All Necessary Appurtenances Thereto, (II) Purchasing and Installing Energy Conservation Measures for the Community Center, (III) Designing, Replacing, Constructing and Installing a Waterline on East Wilson Bridge Road, with Related Site Improvements and All Necessary Appurtenances Thereto, (IV) Replacing or Improving the Roofs of the Fire Station and the Community Center, and All Necessary Appurtenances Thereto, and (V) Designing, Constructing, Furnishing, and Equipping a Police Building with Related Site Improvements and Appurtenances Thereto, and Retiring Notes Previously Issued for Such Purpose; And Approving Related Matters

WHEREAS, the City Council (the "Council") of the City of Worthington (the "City") has issued notes dated September 17, 2020, in the amount of \$5,815,000 (the "Outstanding Notes") for the purpose described in the title of this Ordinance and in anticipation of the issuance of the bonds herein described, which Outstanding Notes will mature September 17, 2021; and

WHEREAS, the Finance Director (the "Finance Director") of the City has certified to this Council that the estimated life of the improvements stated in the title of this Ordinance (the "Project") which is to be financed from the proceeds of the bonds exceeds five years, and the maximum maturity of such bonds is 25 years; and

WHEREAS, it is now deemed necessary to issue and sell \$6,580,000 of such bonds under authority of the general laws of the State of Ohio, including Chapter 133, Ohio Revised Code, and in particular Section 133.23 thereof, and the Charter of the City, for the purpose stated in the title of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. Issuance of Bonds. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the principal sum of not to exceed \$6,580,000 or such lesser amount as shall be determined by the Finance Director and certified to this Council for the purpose of paying the costs of the Project. The Bonds may be issued in one or more series.

SECTION 2. Combining Bonds for Purposes of Issuance and Sale. It is hereby determined, that for the purposes of issuance and sale, it is in the best interest of the City to combine the Bonds with other limited tax general obligation bonds of the City authorized by separate ordinances of this Council. The Bonds and such other bonds shall be jointly referred to herein as the "Combined Bonds." As used in this Ordinance, the term "Bonds" shall also mean the Combined Bonds, where appropriate. The Combined Bonds shall be designated "City of Worthington, Ohio Various Purpose Bonds, Series 2021," or as otherwise provided in the Certificate of Award defined in Section 4 hereof.

SECTION 3. Terms of Bonds. The Bonds shall be issued as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof; shall be numbered consecutively from R-1 upward, as determined by the Finance Director; shall be dated the date determined by the Finance Director and set forth in the Certificate of Award provided for hereinbelow; and shall bear interest, payable semiannually on such dates as shall be determined by the Finance Director and set forth in the Certificate of Award, until the principal sum is paid or provision has been duly made therefor. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

SECTION 4. Certificate of Award. The Finance Director is hereby authorized and directed to execute on behalf of the City a Certificate of Award (the "Certificate of Award") setting forth the aggregate principal amount and the final terms of the Bonds, which aggregate principal amount and terms, subject to the limitations set forth in this Ordinance, shall be as determined by the Finance Director. The Certificate of Award shall indicate the Original Purchaser (as defined hereinbelow) for the Bonds, dated date for the Bonds, the dates on which interest on the Bonds is to be paid (the "Interest Payment Date"), the purchase price for the Bonds (which shall be not less than 97% of the face value thereof), the maturity schedule for the Bonds, the interest rates for the Bonds (provided that the true interest cost for all Bonds in the aggregate shall not exceed 4.50% per annum), the optional and mandatory redemption provisions, if any, and such other terms not inconsistent with this Ordinance as the Finance Director shall deem appropriate.

SECTION 5. Redemption Provisions of the Bonds. The Bonds shall be subject to optional and mandatory redemption prior to stated maturity, as provided in the Certificate of Award. If optional redemption of the Bonds at a redemption price exceeding 100% is to take place on any date on which a mandatory redemption of the Bonds of the same maturity will take place, the Bonds to be redeemed by optional redemption shall be selected by the Bond Registrar (as defined hereinbelow) prior to the selection of the Bonds to be redeemed at par on the same date.

When partial redemption is authorized, the Bond Registrar shall select Bonds or portions thereof by lot within a maturity in such manner as the Bond Registrar may determine, provided, however, that the portion of any Bond so selected shall be in the amount of \$5,000 or any integral multiple thereof.

The notice of the call for redemption of Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed,

(ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. From and after the specified redemption date interest on the Bonds (or portions thereof) called for redemption shall cease to accrue. Such notice shall be sent by first class mail at least 30 days prior to the redemption date to each registered holder of Bonds to be redeemed at the address shown in the Bond Register (as defined herein) on the 15th day preceding the date of mailing. Failure to receive such notice of any defect therein shall not affect the validity of the proceedings for the redemption of any Bond.

SECTION 6. General Obligation Pledge. The Bonds shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Bonds shall, to the extent necessary, be used only for the retirement of the Bonds at maturity and are hereby pledged for such purpose.

SECTION 7. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the City's charter millage limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Bonds are outstanding, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Bonds as and when the same falls due and to provide a fund for the repayment of the principal of the Bonds at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of premium, if any, and interest on and principal of the Bonds when and as the same falls due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Bonds in accordance with law.

SECTION 8. Income Tax Pledge. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Bonds in each year until full payment is made.

SECTION 9. Sale of the Bonds; Use of Proceeds. The Bonds shall be awarded by competitive sale based on bids submitted to the City following the publication of a notice of sale (or similar document) for the Bonds, which shall be in such form as approved by

the Finance Director. The sale and award of the Bonds shall be evidenced by the Certificate of Award, which shall award the sale of the Bonds to such purchaser (the "Original Purchaser") as shall offer, in the opinion of the Finance Director, the best terms for the purchase of the Bonds. The Finance Director is hereby authorized and directed to deliver the Bonds, when executed, to the Original Purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery

The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. Any accrued interest received from the sale of the Bonds shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Bonds, or other obligations of the City, as permitted by law. Any premium received from the sale of the Bonds may be used to pay the financing costs of the Bonds within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund in the manner provided by law.

SECTION 10. Form and Execution of the Bonds. The Bonds shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance; and shall be executed by the Finance Director and the City Manager of the City (the "City Manager"), in their official capacities, provided that either or both of their signatures may be a facsimile. No Bond shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Bond, is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Bond Registrar or by such other person acting as an agent of the Bond Registrar as shall be approved by the Finance Director on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Bonds.

SECTION 11. Payment of the Bonds. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. The principal of the Bonds shall be payable upon presentation and surrender of the Bonds at the principal office of the Bond Registrar. Each Bond shall bear interest from the later of the date thereof, or the most recent Interest Payment Date to which interest has been paid or duly provided for, unless the date of authentication of any Bond is less than 15 days prior to an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered, at the close of business on the 15th day next preceding that Interest Payment Date (the "Record Date") (unless such date falls on a non-business day, in which case the Record Date shall be the preceding business day), on the Bond Register at the address appearing therein.

Any interest on any Bond which is payable, but is not punctually paid or provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Record Date by virtue of having been such owner and such Defaulted Interest shall be paid to the registered owner in whose name the Bond is registered at the close of business on a date (the "Special Record Date") to be fixed by the Bond Registrar, such Special Record Date to be not more than 15 nor less than 10 days prior to the date of proposed payment. The Bond Registrar shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Bondholder, at such Bondholder's address as it appears in the Bond Register, not less than 10 days prior to such Special Record Date, and may, in its discretion, cause a similar notice to be published once in a newspaper in each place where Bonds are payable, but such publication shall not be a condition precedent to the establishment of such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered by the Bond Registrar upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

SECTION 12. Appointment of Bond Registrar. The Finance Director is hereby authorized and directed to execute on behalf of the City a Bond Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Finance Director and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as authenticating agent, bond registrar, transfer agent, and paying agent (the "Bond Registrar") for the Bonds. Interest shall be payable at maturity by check or draft mailed to the Registered Owner hereof, as shown on the registration books of the City maintained by the Bond Registrar. If at any time the Bond Registrar shall be unable or unwilling to serve as such, or the Finance Director in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Finance Director may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Bond Registrar hereunder. Each such successor Bond Registrar shall promptly advise all bondholders of the change in identity and new address of the Bond Registrar. So long as any of the Bonds remain outstanding, the City shall cause to be maintained and kept by the Bond Registrar, at the office of the Bond Registrar, all books and records necessary for the registration, exchange and transfer of Bonds as provided in this Section (the "Bond Register"). Subject to the provisions of this Ordinance, the person in whose name any Bond shall be registered on the Bond Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Bond shall be made only to or upon the order of that person. Neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, including the interest thereon, to the extent of the amount or amounts so paid.

Any Bond, upon presentation and surrender at the office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Bond Registrar, may be exchanged for Bonds of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered, and bearing interest at the same rate and maturing on the same date.

A Bond may be transferred only on the Bond Register upon presentation and surrender thereof at the office of the Bond Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Bond Registrar. Upon that transfer, the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered, and bearing interest at the same rate and maturing on the same date.

The City and the Bond Registrar shall not be required to transfer or exchange (i) any Bond during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Bonds, and ending at the close of business on the day of such mailing, or (ii) any Bonds selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Bonds are exchanged or transferred hereunder, the City shall cause to be executed and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the City and the Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Bonds. All Bonds issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Bonds surrendered upon that transfer or exchange.

SECTION 13. Book-Entry System. For purposes of this Ordinance, the following terms shall have the following meanings:

"Book-entry form" or "book-entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Bonds may be transferred only through a book-entry and (ii) physical Bonds in fully registered form are issued only to a Depository or its nominee as registered owner, with the Bonds "immobilized" in the custody of the Depository, and the book-entry is the record that identifies the owners of beneficial interests in those Bonds.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of securities and to effect transfers of securities in book-entry form, and

includes The Depository Trust Company (a limited purpose trust company), New York, New York.

The Bonds may be initially issued to a Depository for use in a book-entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance; (i) there shall be a single Bond of each maturity, (ii) those Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Bonds in book-entry form shall be shown by book-entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book-entry; and (v) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City. Bond service charges on Bonds in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Bonds as provided in this Ordinance.

The Bond Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Bond in the custody of a Depository providing for making all payments to that owner of principal and interest on that Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this Ordinance, without prior presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Bond Registrar and to the City. That payment in any event shall be made to the person who is the registered owner of that Bond on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Bond Registrar shall furnish a copy of each of those agreements, certified to be correct by the Bond Registrar, to other paying agents for Bonds and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

If requested, the Finance Director and the City Manager are authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, an agreement among the City, the Bond Registrar and a Depository to be delivered in connection with the issuance of the Bonds to such Depository for use in a book-entry system.

The City may decide to discontinue use of the book-entry system through the Depository. In that event, Bond certificates will be printed and delivered to the Depository.

If any Depository determines not to continue to act as the Depository for the Bonds for use in a book-entry system, the City and the Bond Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Ordinance. If the City and the Bond Registrar do not or are unable to do so, the City and the Bond Registrar, after the Bond Registrar has made provision for notification of the beneficial

owners by the then Depository, shall permit withdrawal of the Bonds from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing and delivering definitive Bond), if the event is not the result of action or inaction by the City or the Bond Registrar, of those persons requesting such issuance.

SECTION 14. Federal Tax Law Compliance. The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Bonds is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Bonds so that the Bonds will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are issued, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Finance Director, or any other officer of the City, including the City Manager, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Bonds as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Finance Director, which action shall be in writing and signed by the Finance Director, or any other officer of the City, including the City Manager, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with Sections 141 through 150 of the Code and the Regulations.

The Finance Director shall keep and maintain adequate records pertaining to the use and investment of all proceeds of the Bonds sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Bonds that relates to the use of such proceeds, which limits the amount of Bond proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Finance Director is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent

that any federal law or regulation having applicability to the Bonds requires any such reports or rebates.

SECTION 15. Municipal Bond Insurance. The Finance Director is authorized to make appropriate arrangements, if the Finance Director deems it in the best interest of the City, for the issuance of a municipal bond insurance policy with respect to all or any portion or series of the Bonds, including executing and delivering a commitment therefor and certificates and other documents in connection therewith and paying the bond insurance premium related thereto. All additional provisions required to be authorized by this Council for the issuance of a municipal bond insurance policy shall be contained in the Certificate of Award.

SECTION 16. Official Statement. The distribution of an Official Statement of the City, in preliminary and final form, relating to the original issuance of the Bonds is authorized if the Finance Director determines that it is necessary or advisable to prepare and distribute an Official Statement in connection with the original issuance of the Bonds. If the Finance Director so determines, then the Finance Director and the City Manager, and any other officer of this Council, are authorized and directed to negotiate, prepare and execute, on behalf of the City and in their official capacity, the Official Statement and any supplements thereto as so executed in connection with the original issuance of the Bonds, and they are authorized and directed to advise the Original Purchaser in writing regarding limitations on the use of the Official Statement and any supplements thereto for purposes of marketing or reoffering the Bonds as they deem necessary or appropriate to protect the interests of the City. The Finance Director, the City Manager and the Law Director are each authorized to execute and deliver, on behalf of the City and in their official capacities, such certificates in connection with the accuracy of an Official Statement, in either preliminary or final form, and any supplements thereto as may, in their judgment, be necessary or appropriate.

SECTION 17. Obtaining of Rating for the Bonds. The Finance Director is authorized to obtain or update a rating or ratings on the Bonds and the City if the Finance Director determines that it is necessary or advisable in connection with the original issuance of the Bonds. If the Finance Director so determines, then the Finance Director, City Manager, and any officer of this Council are authorized and directed to take all steps necessary to obtain such rating or ratings, including paying the rating fees imposed by any rating agency and paying any travel expenses relating to obtaining such rating or ratings.

SECTION 18. Appointment of Municipal Advisor. The appointment of Baker Tilly Municipal Advisors, LLC, to serve as municipal advisor to the City in connection with the issuance of the Bonds is hereby approved. The fees to be paid to such firm shall be subject to review and approval of the Finance Director, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Bonds.

SECTION 19. Appointment of Bond Counsel. The appointment of the law firm of Bricker & Eckler LLP to serve as Bond Counsel with respect to the issuance of the Bonds

is hereby approved. The fees to be paid to such firm shall be subject to review and approval by the Finance Director, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Bonds.

SECTION 20. Transcript of Proceedings; Execution of Additional Documents. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Bonds and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Bonds and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the City Clerk and a no-litigation certificate of the City Manager and the Finance Director, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein. Except for the procedure for authenticating the Bonds set forth in Section 10 herein, documents (including this Ordinance) executed, scanned and transmitted electronically and electronic and digital signatures shall be deemed original signatures for said transcript of the Bonds, for the purposes of this Ordinance, and for all matters related thereto, with any such scanned, electronic, and digital signatures having the same legal effect as original signatures.

The City Manager and Finance Director are hereby authorized and directed to take such action and to execute and deliver, on behalf of the Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this Ordinance, as they in their discretion shall deem necessary or appropriate.

SECTION 21. Satisfaction of Conditions for Bond Issuance. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Bonds in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Bonds.

SECTION 22. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 23. Filing of Bond Ordinance. The City Clerk is hereby directed to forward a certified copy of this Ordinance to the County Auditor of Franklin County, Ohio.

SECTION 24. Effective Date. This Ordinance shall take effect and be in force at the earliest date permitted by law.

Passed: June 21, 2021

President of Council

Attest:

Introduced June 7, 2021
P.H. June 21, 2021
Effective July 21, 2021

Clerk of Council

Approved as to form:

Law Director

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The City Council of the
City of Worthington, Ohio

The undersigned Finance Director of the City of Worthington, Ohio (the "City") as the fiscal officer of the City, hereby certifies as follows:

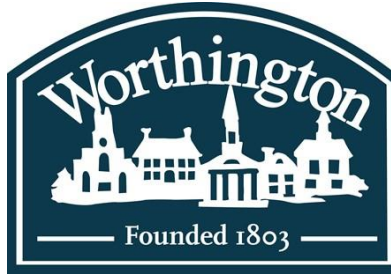
1. The estimated life of the improvements described as follows (the "Improvements") exceeds five years:
 - (i) designing, engineering, constructing and reconstructing various sewer improvements, with related site improvements and all necessary appurtenances thereto, (ii) purchasing and installing energy conservation measures for the Community Center, (iii) designing, replacing, constructing and installing a waterline on East Wilson Bridge Road, with related site improvements and all necessary appurtenances thereto, (iv) replacing or improving the roofs of the Fire Station and the Community Center, and all necessary appurtenances thereto, and (v) designing, constructing, furnishing, and equipping a police building with related site improvements and appurtenances thereto
2. The amounts proposed to be expended for various classes of improvements, and the maximum maturity of notes issued for such purposes, calculated in accordance with Section 133.20, Ohio Revised Code, are as follows:
 - A. designing, engineering, constructing and reconstructing various sewer improvements, with related site improvements and all necessary appurtenances thereto; 40 years
 - B. purchasing and installing energy conservation measures for the Community Center; 15 years
 - C. designing, replacing, constructing and installing a waterline on East Wilson Bridge Road, with related site improvements and all necessary appurtenances thereto; 40 years
 - D. replacing or improving the roofs of the Fire Station and the Community Center, and all necessary appurtenances thereto; 20 years
 - E. designing, constructing, furnishing, and equipping a police building with related site improvements and appurtenances thereto; 20 years

3. The weighted average of said maturities is 25 years, therefore the maximum maturity of a single issue of bonds proposed to be issued to pay the cost of such permanent improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is 25 years.

Dated: June 21, 2021



Scott Bartter, Finance Director
City of Worthington, Ohio



STAFF MEMORANDUM
City Council Meeting – June 7, 2021

Date: June 2, 2021

To: Matthew H. Greeson, City Manager

From: Scott F. Bartter, Finance Director

Subject: Ordinance 26-2021 – Authorizing the Issuance of Bonds – Northeast Gateway Local Contribution

EXECUTIVE SUMMARY

This Ordinance authorizes the issuance of various purpose bonds in an amount not to exceed \$1,560,000 to reimburse the City for expenses related to the design, engineering, and construction of the Northeast Gateway project.

RECOMMENDATION

Introduce for Public Hearing on June 21, 2021

BACKGROUND/DESCRIPTION

The Northeast Gateway Project, which is currently under construction, will reconstruct Worthington Galena Road starting north of the CSX railroad to Lakeview Plaza Boulevard, Wilson Bridge Road from CSX Railroad to Worthington Galena Road, and Huntley Road starting south of Wilson Bridge Road to Wilson Bridge Road.

This \$17,000,000 project has been funded utilizing Federal Attributable Funds, Ohio Public Works funds as well as a local contribution.

With the passage of Resolutions 62-2017, 64-2019, and 51-2020 City Council has authorized the City to advance costs for the project from the Capital Improvement Fund with the intent to reimburse the City for those expenditures from the proceeds of tax-exempt obligations to be issued by the City. The current local contribution on this project is approximately \$1,560,000. Staff anticipates some additional local

contributions related to the relocation of utilities and as we finalize the right of way acquisition.

This Ordinance would authorize the issuance of bonds in an amount not to exceed o \$1,560,000 to fund the current local contribution to the design, engineering, and construction of the Northeast Gateway.

Staff anticipates seeking a bond rating from S&P Global Ratings by the end of July with an estimated closing date for the bonds of July 28, 2021.

These would be 20-year bonds with a maturity date of 12/01/2041

FINANCIAL IMPLICATIONS/FUNDING SOURCES

Repayment Of this debt will occur from the General Bond Retirement Fund.

Revenue from the General Bond Retirement Fund is received primarily from a transfer from the Capital Improvement Fund, but additionally receives .17 mills of property tax (from the 5 mills assessed by the City) that amounts to approximately \$110,000 annually.

ATTACHMENTS

Ordinance No. 26-2021

ORDINANCE NO. 26-2021

Authorizing the Issuance of Bonds in the Amount of Not to Exceed \$1,560,000 for the Purpose of Designing, Engineering, and Constructing Improvements in the Northeast Gateway, Including Road and Traffic Improvements; Acquiring a Right of Way in Connection Therewith; And Constructing Related Site Improvements and Appurtenances Thereto; And Approving Related Matters

WHEREAS, the Finance Director (the "Finance Director") of the City of Worthington, Ohio (the "City") has certified to this Council that the estimated life of the improvements stated in the title of this Ordinance (the "Project") which is to be financed from the proceeds of the bonds exceeds five years, and the maximum maturity of such bonds is 20 years;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:

SECTION 1. Issuance of Bonds. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the principal sum of not to exceed \$1,560,000 or such lesser amount as shall be determined by the Finance Director and certified to this Council for the purpose of paying the costs of the Project. The Bonds may be issued in one or more series.

SECTION 2. Combining Bonds for Purposes of Issuance and Sale. It is hereby determined, that for the purposes of issuance and sale, it is in the best interest of the City to combine the Bonds with other limited tax general obligation bonds of the City authorized by separate ordinances of this Council. The Bonds and such other bonds shall be jointly referred to herein as the "Combined Bonds." As used in this Ordinance, the term "Bonds" shall also mean the Combined Bonds, where appropriate. The Combined Bonds shall be designated "City of Worthington, Ohio Various Purpose Bonds, Series 2021," or as otherwise provided in the Certificate of Award defined in Section 4 hereof.

SECTION 3. Terms of Bonds. The Bonds shall be issued as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof; shall be numbered consecutively from R-1 upward, as determined by the Finance Director; shall be dated the date determined by the Finance Director and set forth in the Certificate of Award provided for hereinbelow; and shall bear interest, payable semiannually on such dates as shall be determined by the Finance Director and set forth in the Certificate of Award, until the principal sum is paid or provision has been duly made therefor. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

SECTION 4. Certificate of Award. The Finance Director is hereby authorized and directed to execute on behalf of the City a Certificate of Award (the "Certificate of Award") setting forth the aggregate principal amount and the final terms of the Bonds, which

aggregate principal amount and terms, subject to the limitations set forth in this Ordinance, shall be as determined by the Finance Director. The Certificate of Award shall indicate the Original Purchaser (as defined hereinbelow) for the Bonds, dated date for the Bonds, the dates on which interest on the Bonds is to be paid (the "Interest Payment Date"), the purchase price for the Bonds (which shall be not less than 97% of the face value thereof), the maturity schedule for the Bonds, the interest rates for the Bonds (provided that the true interest cost for all Bonds in the aggregate shall not exceed 4.50% per annum), the optional and mandatory redemption provisions, if any, and such other terms not inconsistent with this Ordinance as the Finance Director shall deem appropriate.

SECTION 5. Redemption Provisions of the Bonds. The Bonds shall be subject to optional and mandatory redemption prior to stated maturity, as provided in the Certificate of Award. If optional redemption of the Bonds at a redemption price exceeding 100% is to take place on any date on which a mandatory redemption of the Bonds of the same maturity will take place, the Bonds to be redeemed by optional redemption shall be selected by the Bond Registrar (as defined hereinbelow) prior to the selection of the Bonds to be redeemed at par on the same date.

When partial redemption is authorized, the Bond Registrar shall select Bonds or portions thereof by lot within a maturity in such manner as the Bond Registrar may determine, provided, however, that the portion of any Bond so selected shall be in the amount of \$5,000 or any integral multiple thereof.

The notice of the call for redemption of Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. From and after the specified redemption date interest on the Bonds (or portions thereof) called for redemption shall cease to accrue. Such notice shall be sent by first class mail at least 30 days prior to the redemption date to each registered holder of Bonds to be redeemed at the address shown in the Bond Register (as defined herein) on the 15th day preceding the date of mailing. Failure to receive such notice of any defect therein shall not affect the validity of the proceedings for the redemption of any Bond.

SECTION 6. General Obligation Pledge. The Bonds shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Bonds shall, to the extent necessary, be used only for the retirement of the Bonds at maturity and are hereby pledged for such purpose.

SECTION 7. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the City's charter millage limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Bonds are outstanding, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Bonds as and when the same falls due

and to provide a fund for the repayment of the principal of the Bonds at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of premium, if any, and interest on and principal of the Bonds when and as the same falls due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Bonds in accordance with law.

SECTION 8. Income Tax Pledge. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Bonds in each year until full payment is made.

SECTION 9. Sale of the Bonds; Use of Proceeds. The Bonds shall be awarded by competitive sale based on bids submitted to the City following the publication of a notice of sale (or similar document) for the Bonds, which shall be in such form as approved by the Finance Director. The sale and award of the Bonds shall be evidenced by the Certificate of Award, which shall award the sale of the Bonds to such purchaser (the "Original Purchaser") as shall offer, in the opinion of the Finance Director, the best terms for the purchase of the Bonds. The Finance Director is hereby authorized and directed to deliver the Bonds, when executed, to the Original Purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery

The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. Any accrued interest received from the sale of the Bonds shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Bonds, or other obligations of the City, as permitted by law. Any premium received from the sale of the Bonds may be used to pay the financing costs of the Bonds within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund in the manner provided by law.

SECTION 10. Form and Execution of the Bonds. The Bonds shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance; and shall be executed by the Finance Director and the City Manager of the City (the "City Manager"), in their official capacities, provided that either or both of their signatures may be a facsimile. No Bond shall be valid or become obligatory for any purpose

or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Bond, is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Bond Registrar or by such other person acting as an agent of the Bond Registrar as shall be approved by the Finance Director on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Bonds.

SECTION 11. Payment of the Bonds. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. The principal of the Bonds shall be payable upon presentation and surrender of the Bonds at the principal office of the Bond Registrar. Each Bond shall bear interest from the later of the date thereof, or the most recent Interest Payment Date to which interest has been paid or duly provided for, unless the date of authentication of any Bond is less than 15 days prior to an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered, at the close of business on the 15th day next preceding that Interest Payment Date (the "Record Date") (unless such date falls on a non-business day, in which case the Record Date shall be the preceding business day), on the Bond Register at the address appearing therein.

Any interest on any Bond which is payable, but is not punctually paid or provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Record Date by virtue of having been such owner and such Defaulted Interest shall be paid to the registered owner in whose name the Bond is registered at the close of business on a date (the "Special Record Date") to be fixed by the Bond Registrar, such Special Record Date to be not more than 15 nor less than 10 days prior to the date of proposed payment. The Bond Registrar shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Bondholder, at such Bondholder's address as it appears in the Bond Register, not less than 10 days prior to such Special Record Date, and may, in its discretion, cause a similar notice to be published once in a newspaper in each place where Bonds are payable, but such publication shall not be a condition precedent to the establishment of such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered by the Bond Registrar upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

SECTION 12. Appointment of Bond Registrar. The Finance Director is hereby authorized and directed to execute on behalf of the City a Bond Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Finance Director and the Original Purchaser, pursuant to which such bank or financial institution

shall agree to serve as authenticating agent, bond registrar, transfer agent, and paying agent (the "Bond Registrar") for the Bonds. Interest shall be payable at maturity by check or draft mailed to the Registered Owner hereof, as shown on the registration books of the City maintained by the Bond Registrar. If at any time the Bond Registrar shall be unable or unwilling to serve as such, or the Finance Director in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Finance Director may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Bond Registrar hereunder. Each such successor Bond Registrar shall promptly advise all bondholders of the change in identity and new address of the Bond Registrar. So long as any of the Bonds remain outstanding, the City shall cause to be maintained and kept by the Bond Registrar, at the office of the Bond Registrar, all books and records necessary for the registration, exchange and transfer of Bonds as provided in this Section (the "Bond Register"). Subject to the provisions of this Ordinance, the person in whose name any Bond shall be registered on the Bond Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Bond shall be made only to or upon the order of that person. Neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, including the interest thereon, to the extent of the amount or amounts so paid.

Any Bond, upon presentation and surrender at the office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Bond Registrar, may be exchanged for Bonds of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered, and bearing interest at the same rate and maturing on the same date.

A Bond may be transferred only on the Bond Register upon presentation and surrender thereof at the office of the Bond Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Bond Registrar. Upon that transfer, the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered, and bearing interest at the same rate and maturing on the same date.

The City and the Bond Registrar shall not be required to transfer or exchange (i) any Bond during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Bonds, and ending at the close of business on the day of such mailing, or (ii) any Bonds selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Bonds are exchanged or transferred hereunder, the City shall cause to be executed and the Bond Registrar shall authenticate and deliver Bonds in

accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the City and the Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Bonds. All Bonds issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Bonds surrendered upon that transfer or exchange.

SECTION 13. Book-Entry System. For purposes of this Ordinance, the following terms shall have the following meanings:

"Book-entry form" or "book-entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Bonds may be transferred only through a book-entry and (ii) physical Bonds in fully registered form are issued only to a Depository or its nominee as registered owner, with the Bonds "immobilized" in the custody of the Depository, and the book-entry is the record that identifies the owners of beneficial interests in those Bonds.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of securities and to effect transfers of securities in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

The Bonds may be initially issued to a Depository for use in a book-entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance; (i) there shall be a single Bond of each maturity, (ii) those Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Bonds in book-entry form shall be shown by book-entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book-entry; and (v) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City. Bond service charges on Bonds in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Bonds as provided in this Ordinance.

The Bond Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Bond in the custody of a Depository providing for making all payments to that owner of principal and interest on that Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided

above in this Ordinance, without prior presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Bond Registrar and to the City. That payment in any event shall be made to the person who is the registered owner of that Bond on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Bond Registrar shall furnish a copy of each of those agreements, certified to be correct by the Bond Registrar, to other paying agents for Bonds and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

If requested, the Finance Director and the City Manager are authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, an agreement among the City, the Bond Registrar and a Depository to be delivered in connection with the issuance of the Bonds to such Depository for use in a book-entry system.

The City may decide to discontinue use of the book-entry system through the Depository. In that event, Bond certificates will be printed and delivered to the Depository.

If any Depository determines not to continue to act as the Depository for the Bonds for use in a book-entry system, the City and the Bond Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Ordinance. If the City and the Bond Registrar do not or are unable to do so, the City and the Bond Registrar, after the Bond Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Bonds from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing and delivering definitive Bond), if the event is not the result of action or inaction by the City or the Bond Registrar, of those persons requesting such issuance.

SECTION 14. Federal Tax Law Compliance. The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Bonds is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Bonds so that the Bonds will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are issued, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Finance Director, or any other officer of the City, including the City Manager, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Bonds as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the

burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Finance Director, which action shall be in writing and signed by the Finance Director, or any other officer of the City, including the City Manager, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with Sections 141 through 150 of the Code and the Regulations.

The Finance Director shall keep and maintain adequate records pertaining to the use and investment of all proceeds of the Bonds sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Bonds that relates to the use of such proceeds, which limits the amount of Bond proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Finance Director is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Bonds requires any such reports or rebates.

SECTION 15. Municipal Bond Insurance. The Finance Director is authorized to make appropriate arrangements, if the Finance Director deems it in the best interest of the City, for the issuance of a municipal bond insurance policy with respect to all or any portion or series of the Bonds, including executing and delivering a commitment therefor and certificates and other documents in connection therewith and paying the bond insurance premium related thereto. All additional provisions required to be authorized by this Council for the issuance of a municipal bond insurance policy shall be contained in the Certificate of Award.

SECTION 16. Official Statement. The distribution of an Official Statement of the City, in preliminary and final form, relating to the original issuance of the Bonds is authorized if the Finance Director determines that it is necessary or advisable to prepare and distribute an Official Statement in connection with the original issuance of the Bonds. If the Finance Director so determines, then the Finance Director and the City Manager, and any other officer of this Council, are authorized and directed to negotiate, prepare and execute, on behalf of the City and in their official capacity, the Official Statement and any supplements thereto as so executed in connection with the original issuance of the Bonds, and they are authorized and directed to advise the Original Purchaser in writing regarding limitations on the use of the Official Statement and any supplements thereto for purposes of marketing or reoffering the Bonds as they deem necessary or appropriate to protect the interests of the City. The Finance Director, the City Manager and the Law Director are

each authorized to execute and deliver, on behalf of the City and in their official capacities, such certificates in connection with the accuracy of an Official Statement, in either preliminary or final form, and any supplements thereto as may, in their judgment, be necessary or appropriate.

SECTION 17. Obtaining of Rating for the Bonds. The Finance Director is authorized to obtain or update a rating or ratings on the Bonds and the City if the Finance Director determines that it is necessary or advisable in connection with the original issuance of the Bonds. If the Finance Director so determines, then the Finance Director, City Manager, and any officer of this Council are authorized and directed to take all steps necessary to obtain such rating or ratings, including paying the rating fees imposed by any rating agency and paying any travel expenses relating to obtaining such rating or ratings.

SECTION 18. Appointment of Municipal Advisor. The appointment of Baker Tilly Municipal Advisors, LLC, to serve as municipal advisor to the City in connection with the issuance of the Bonds is hereby approved. The fees to be paid to such firm shall be subject to review and approval of the Finance Director, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Bonds.

SECTION 19. Appointment of Bond Counsel. The appointment of the law firm of Bricker & Eckler LLP to serve as Bond Counsel with respect to the issuance of the Bonds is hereby approved. The fees to be paid to such firm shall be subject to review and approval by the Finance Director, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Bonds.

SECTION 20. Transcript of Proceedings; Execution of Additional Documents. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Bonds and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Bonds and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the City Clerk and a no-litigation certificate of the City Manager and the Finance Director, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein. Except for the procedure for authenticating the Bonds set forth in Section 10 herein, documents (including this Ordinance) executed, scanned and transmitted electronically and electronic and digital signatures shall be deemed original signatures for said transcript of the Bonds, for the purposes of this Ordinance, and for all matters related thereto, with any such scanned, electronic, and digital signatures having the same legal effect as original signatures.

The City Manager and Finance Director are hereby authorized and directed to take such action and to execute and deliver, on behalf of the Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion

necessary or appropriate in order to carry out the intent of this Ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this Ordinance, as they in their discretion shall deem necessary or appropriate.

SECTION 21. Satisfaction of Conditions for Bond Issuance. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Bonds in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Bonds.

SECTION 22. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 23. Filing of Bond Ordinance. The City Clerk is hereby directed to forward a certified copy of this Ordinance to the County Auditor of Franklin County, Ohio.

SECTION 24. Effective Date. This Ordinance shall take effect and be in force at the earliest date permitted by law.

Passed: June 21, 2021

President of Council

Attest:

Clerk of Council

Introduced June 7, 2021

P.H. June 21, 2021

Effective July 21, 2021

Approved as to form:

Law Director

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The City Council of the
City of Worthington, Ohio

The undersigned Finance Director of the City of Worthington, Ohio (the "City") as the fiscal officer of the City, hereby certifies as follows:

1. The estimated life of the improvement described as follows (the "Improvements") exceeds five years:

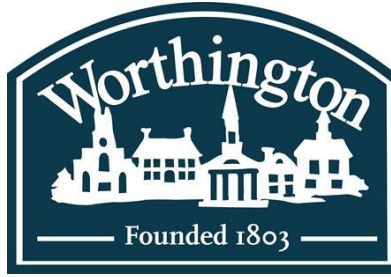
Designing, engineering, and constructing improvements in the Northeast Gateway, including road and traffic improvements; acquiring a right of way in connection therewith; and constructing related site improvements and appurtenances thereto

2. The maximum maturity of the bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is 20 years.

Dated: June 21, 2021



Scott Bartter, Finance Director
City of Worthington, Ohio



STAFF MEMORANDUM
City Council Meeting – June 7, 2021

Date: June 2, 2021

To: Matthew H. Greeson, City Manager

From: Scott F. Bartter, Finance Director

Subject: Ordinance 27-2021 – Authorizing the Issuance of Bonds – Rush Run Improvements

EXECUTIVE SUMMARY

This Ordinance authorizes the issuance of various purpose bonds in an amount not to exceed \$540,000 to fund the Rush Run Phase 1 project which was completed in order to begin the Northeast Gateway project.

RECOMMENDATION

Introduce for Public Hearing on June 21, 2021

BACKGROUND/DESCRIPTION

In 2019, City Council approved Ordinance 29-2019 authorizing the appropriation of \$537,155 to pay the cost of the NE Gateway – Rush Run Lower Reach Project and all related expenses. Mark Haynes Construction was awarded the bid for this project and work was completed in 2020.

Additionally, in 2019 City Council passed Resolution 64-2019, authorizing the City to advance costs for the project with the intent to reimburse those expenditures from the proceeds of one or more series of tax-exempt bond obligations to be issued by the City.

This Ordinance authorizes the issuance of those tax-exempt bonds in an amount not to exceed \$540,000.

Staff anticipates seeking a bond rating from S&P Global Ratings by the end of July

with an estimated closing date for the bonds of July 28, 2021.

These would be 20-year bonds with a maturity date of 12/01/2041

FINANCIAL IMPLICATIONS/FUNDING SOURCES

Repayment Of this debt will occur from the General Bond Retirement Fund.

Revenue from the General Bond Retirement Fund is received primarily from a transfer from the Capital Improvement Fund, but additionally receives .17 mills of property tax (from the 5 mills assessed by the City) that amounts to approximately \$110,000 annually.

ATTACHMENTS

Ordinance No.

ORDINANCE NO. 27-2021

Authorizing the Issuance of Bonds in the Amount of Not to Exceed \$540,000 for the Purpose of Designing, Engineering, and Constructing Storm Water Improvements at Rush Run, with Related Site Improvements and Appurtenances Thereto; And Approving Related Matters

WHEREAS, the Finance Director (the "Finance Director") of the City of Worthington, Ohio (the "City") has certified to this Council that the estimated life of the improvements stated in the title of this Ordinance (the "Project") which is to be financed from the proceeds of the bonds exceeds five years, and the maximum maturity of such bonds is 40 years;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Worthington, County of Franklin, State of Ohio:

SECTION 1. Issuance of Bonds. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the principal sum of not to exceed \$540,000 or such lesser amount as shall be determined by the Finance Director and certified to this Council for the purpose of paying the costs of the Project. The Bonds may be issued in one or more series.

SECTION 2. Combining Bonds for Purposes of Issuance and Sale. It is hereby determined, that for the purposes of issuance and sale, it is in the best interest of the City to combine the Bonds with other limited tax general obligation bonds of the City authorized by separate ordinances of this Council. The Bonds and such other bonds shall be jointly referred to herein as the "Combined Bonds." As used in this Ordinance, the term "Bonds" shall also mean the Combined Bonds, where appropriate. The Combined Bonds shall be designated "City of Worthington, Ohio Various Purpose Bonds, Series 2021," or as otherwise provided in the Certificate of Award defined in Section 4 hereof.

SECTION 3. Terms of Bonds. The Bonds shall be issued as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof; shall be numbered consecutively from R-1 upward, as determined by the Finance Director; shall be dated the date determined by the Finance Director and set forth in the Certificate of Award provided for hereinbelow; and shall bear interest, payable semiannually on such dates as shall be determined by the Finance Director and set forth in the Certificate of Award, until the principal sum is paid or provision has been duly made therefor. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

SECTION 4. Certificate of Award. The Finance Director is hereby authorized and directed to execute on behalf of the City a Certificate of Award (the "Certificate of Award") setting forth the aggregate principal amount and the final terms of the Bonds, which aggregate principal amount and terms, subject to the limitations set forth in this Ordinance, shall be as determined by the Finance Director. The Certificate of Award shall indicate the Original Purchaser (as defined hereinbelow) for the Bonds, dated date for the Bonds, the

dates on which interest on the Bonds is to be paid (the "Interest Payment Date"), the purchase price for the Bonds (which shall be not less than 97% of the face value thereof), the maturity schedule for the Bonds, the interest rates for the Bonds (provided that the true interest cost for all Bonds in the aggregate shall not exceed 4.50% per annum), the optional and mandatory redemption provisions, if any, and such other terms not inconsistent with this Ordinance as the Finance Director shall deem appropriate.

SECTION 5. Redemption Provisions of the Bonds. The Bonds shall be subject to optional and mandatory redemption prior to stated maturity, as provided in the Certificate of Award. If optional redemption of the Bonds at a redemption price exceeding 100% is to take place on any date on which a mandatory redemption of the Bonds of the same maturity will take place, the Bonds to be redeemed by optional redemption shall be selected by the Bond Registrar (as defined hereinbelow) prior to the selection of the Bonds to be redeemed at par on the same date.

When partial redemption is authorized, the Bond Registrar shall select Bonds or portions thereof by lot within a maturity in such manner as the Bond Registrar may determine, provided, however, that the portion of any Bond so selected shall be in the amount of \$5,000 or any integral multiple thereof.

The notice of the call for redemption of Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. From and after the specified redemption date interest on the Bonds (or portions thereof) called for redemption shall cease to accrue. Such notice shall be sent by first class mail at least 30 days prior to the redemption date to each registered holder of Bonds to be redeemed at the address shown in the Bond Register (as defined herein) on the 15th day preceding the date of mailing. Failure to receive such notice of any defect therein shall not affect the validity of the proceedings for the redemption of any Bond.

SECTION 6. General Obligation Pledge. The Bonds shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Bonds shall, to the extent necessary, be used only for the retirement of the Bonds at maturity and are hereby pledged for such purpose.

SECTION 7. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the City's charter millage limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Bonds are outstanding, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Bonds as and when the same falls due and to provide a fund for the repayment of the principal of the Bonds at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of premium, if any, and interest on and principal of the Bonds when and as the same falls due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Bonds in accordance with law.

SECTION 8. Income Tax Pledge. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Bonds in each year until full payment is made.

SECTION 9. Sale of the Bonds; Use of Proceeds. The Bonds shall be awarded by competitive sale based on bids submitted to the City following the publication of a notice of sale (or similar document) for the Bonds, which shall be in such form as approved by the Finance Director. The sale and award of the Bonds shall be evidenced by the Certificate of Award, which shall award the sale of the Bonds to such purchaser (the "Original Purchaser") as shall offer, in the opinion of the Finance Director, the best terms for the purchase of the Bonds. The Finance Director is hereby authorized and directed to deliver the Bonds, when executed, to the Original Purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery

The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. Any accrued interest received from the sale of the Bonds shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Bonds, or other obligations of the City, as permitted by law. Any premium received from the sale of the Bonds may be used to pay the financing costs of the Bonds within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund in the manner provided by law.

SECTION 10. Form and Execution of the Bonds. The Bonds shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance; and shall be executed by the Finance Director and the City Manager of the City (the "City Manager"), in their official capacities, provided that either or both of their signatures may be a facsimile. No Bond shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Bond, is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so

authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Bond Registrar or by such other person acting as an agent of the Bond Registrar as shall be approved by the Finance Director on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Bonds.

SECTION 11. Payment of the Bonds. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. The principal of the Bonds shall be payable upon presentation and surrender of the Bonds at the principal office of the Bond Registrar. Each Bond shall bear interest from the later of the date thereof, or the most recent Interest Payment Date to which interest has been paid or duly provided for, unless the date of authentication of any Bond is less than 15 days prior to an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered, at the close of business on the 15th day next preceding that Interest Payment Date (the "Record Date") (unless such date falls on a non-business day, in which case the Record Date shall be the preceding business day), on the Bond Register at the address appearing therein.

Any interest on any Bond which is payable, but is not punctually paid or provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Record Date by virtue of having been such owner and such Defaulted Interest shall be paid to the registered owner in whose name the Bond is registered at the close of business on a date (the "Special Record Date") to be fixed by the Bond Registrar, such Special Record Date to be not more than 15 nor less than 10 days prior to the date of proposed payment. The Bond Registrar shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Bondholder, at such Bondholder's address as it appears in the Bond Register, not less than 10 days prior to such Special Record Date, and may, in its discretion, cause a similar notice to be published once in a newspaper in each place where Bonds are payable, but such publication shall not be a condition precedent to the establishment of such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered by the Bond Registrar upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

SECTION 12. Appointment of Bond Registrar. The Finance Director is hereby authorized and directed to execute on behalf of the City a Bond Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Finance Director and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as authenticating agent, bond registrar, transfer agent, and paying agent (the "Bond Registrar") for the Bonds. Interest shall be payable at maturity by check or draft mailed to the Registered Owner hereof, as shown on the registration books of the City

maintained by the Bond Registrar. If at any time the Bond Registrar shall be unable or unwilling to serve as such, or the Finance Director in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Finance Director may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Bond Registrar hereunder. Each such successor Bond Registrar shall promptly advise all bondholders of the change in identity and new address of the Bond Registrar. So long as any of the Bonds remain outstanding, the City shall cause to be maintained and kept by the Bond Registrar, at the office of the Bond Registrar, all books and records necessary for the registration, exchange and transfer of Bonds as provided in this Section (the "Bond Register"). Subject to the provisions of this Ordinance, the person in whose name any Bond shall be registered on the Bond Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Bond shall be made only to or upon the order of that person. Neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, including the interest thereon, to the extent of the amount or amounts so paid.

Any Bond, upon presentation and surrender at the office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Bond Registrar, may be exchanged for Bonds of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered, and bearing interest at the same rate and maturing on the same date.

A Bond may be transferred only on the Bond Register upon presentation and surrender thereof at the office of the Bond Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Bond Registrar. Upon that transfer, the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered, and bearing interest at the same rate and maturing on the same date.

The City and the Bond Registrar shall not be required to transfer or exchange (i) any Bond during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Bonds, and ending at the close of business on the day of such mailing, or (ii) any Bonds selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Bonds are exchanged or transferred hereunder, the City shall cause to be executed and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the City and the Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid

with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Bonds. All Bonds issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Bonds surrendered upon that transfer or exchange.

SECTION 13. Book-Entry System. For purposes of this Ordinance, the following terms shall have the following meanings:

"Book-entry form" or "book-entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Bonds may be transferred only through a book-entry and (ii) physical Bonds in fully registered form are issued only to a Depository or its nominee as registered owner, with the Bonds "immobilized" in the custody of the Depository, and the book-entry is the record that identifies the owners of beneficial interests in those Bonds.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of securities and to effect transfers of securities in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

The Bonds may be initially issued to a Depository for use in a book-entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance; (i) there shall be a single Bond of each maturity, (ii) those Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Bonds in book-entry form shall be shown by book-entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book-entry; and (v) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City. Bond service charges on Bonds in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Bonds as provided in this Ordinance.

The Bond Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Bond in the custody of a Depository providing for making all payments to that owner of principal and interest on that Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this Ordinance, without prior presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Bond Registrar and to the City. That payment in any event shall be made to the person who is the registered owner of that Bond on the date

that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Bond Registrar shall furnish a copy of each of those agreements, certified to be correct by the Bond Registrar, to other paying agents for Bonds and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

If requested, the Finance Director and the City Manager are authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, an agreement among the City, the Bond Registrar and a Depository to be delivered in connection with the issuance of the Bonds to such Depository for use in a book-entry system.

The City may decide to discontinue use of the book-entry system through the Depository. In that event, Bond certificates will be printed and delivered to the Depository.

If any Depository determines not to continue to act as the Depository for the Bonds for use in a book-entry system, the City and the Bond Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Ordinance. If the City and the Bond Registrar do not or are unable to do so, the City and the Bond Registrar, after the Bond Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Bonds from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing and delivering definitive Bond), if the event is not the result of action or inaction by the City or the Bond Registrar, of those persons requesting such issuance.

SECTION 14. Federal Tax Law Compliance. The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Bonds is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Bonds so that the Bonds will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are issued, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Finance Director, or any other officer of the City, including the City Manager, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Bonds as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments,

as determined by the Finance Director, which action shall be in writing and signed by the Finance Director, or any other officer of the City, including the City Manager, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with Sections 141 through 150 of the Code and the Regulations.

The Finance Director shall keep and maintain adequate records pertaining to the use and investment of all proceeds of the Bonds sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Bonds that relates to the use of such proceeds, which limits the amount of Bond proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Finance Director is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Bonds requires any such reports or rebates.

SECTION 15. Municipal Bond Insurance. The Finance Director is authorized to make appropriate arrangements, if the Finance Director deems it in the best interest of the City, for the issuance of a municipal bond insurance policy with respect to all or any portion or series of the Bonds, including executing and delivering a commitment therefor and certificates and other documents in connection therewith and paying the bond insurance premium related thereto. All additional provisions required to be authorized by this Council for the issuance of a municipal bond insurance policy shall be contained in the Certificate of Award.

SECTION 16. Official Statement. The distribution of an Official Statement of the City, in preliminary and final form, relating to the original issuance of the Bonds is authorized if the Finance Director determines that it is necessary or advisable to prepare and distribute an Official Statement in connection with the original issuance of the Bonds. If the Finance Director so determines, then the Finance Director and the City Manager, and any other officer of this Council, are authorized and directed to negotiate, prepare and execute, on behalf of the City and in their official capacity, the Official Statement and any supplements thereto as so executed in connection with the original issuance of the Bonds, and they are authorized and directed to advise the Original Purchaser in writing regarding limitations on the use of the Official Statement and any supplements thereto for purposes of marketing or reoffering the Bonds as they deem necessary or appropriate to protect the interests of the City. The Finance Director, the City Manager and the Law Director are each authorized to execute and deliver, on behalf of the City and in their official capacities, such certificates in connection with the accuracy of an Official Statement, in either

preliminary or final form, and any supplements thereto as may, in their judgment, be necessary or appropriate.

SECTION 17. Obtaining of Rating for the Bonds. The Finance Director is authorized to obtain or update a rating or ratings on the Bonds and the City if the Finance Director determines that it is necessary or advisable in connection with the original issuance of the Bonds. If the Finance Director so determines, then the Finance Director, City Manager, and any officer of this Council are authorized and directed to take all steps necessary to obtain such rating or ratings, including paying the rating fees imposed by any rating agency and paying any travel expenses relating to obtaining such rating or ratings.

SECTION 18. Appointment of Municipal Advisor. The appointment of Baker Tilly Municipal Advisors, LLC, to serve as municipal advisor to the City in connection with the issuance of the Bonds is hereby approved. The fees to be paid to such firm shall be subject to review and approval of the Finance Director, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Bonds.

SECTION 19. Appointment of Bond Counsel. The appointment of the law firm of Bricker & Eckler LLP to serve as Bond Counsel with respect to the issuance of the Bonds is hereby approved. The fees to be paid to such firm shall be subject to review and approval by the Finance Director, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Bonds.

SECTION 20. Transcript of Proceedings; Execution of Additional Documents. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Bonds and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Bonds and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the City Clerk and a no-litigation certificate of the City Manager and the Finance Director, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein. Except for the procedure for authenticating the Bonds set forth in Section 10 herein, documents (including this Ordinance) executed, scanned and transmitted electronically and electronic and digital signatures shall be deemed original signatures for said transcript of the Bonds, for the purposes of this Ordinance, and for all matters related thereto, with any such scanned, electronic, and digital signatures having the same legal effect as original signatures.

The City Manager and Finance Director are hereby authorized and directed to take such action and to execute and deliver, on behalf of the Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents

shall be in the form not substantially inconsistent with the terms of this Ordinance, as they in their discretion shall deem necessary or appropriate.

SECTION 21. Satisfaction of Conditions for Bond Issuance. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Bonds in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Bonds.

SECTION 22. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 23. Filing of Bond Ordinance. The City Clerk is hereby directed to forward a certified copy of this Ordinance to the County Auditor of Franklin County, Ohio.

SECTION 24. Effective Date. This Ordinance shall take effect and be in force at the earliest date permitted by law.

Passed: June 21, 2021

President of Council

Attest:

Introduced June 7, 2021
P.H. June 21, 2021
Effective July 21, 2021

Clerk of Council

Approved as to form:

Law Director

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The City Council of the
City of Worthington, Ohio

The undersigned Finance Director of the City of Worthington, Ohio (the "City") as the fiscal officer of the City, hereby certifies as follows:

1. The estimated life of the improvement described as follows (the "Improvements") exceeds five years:

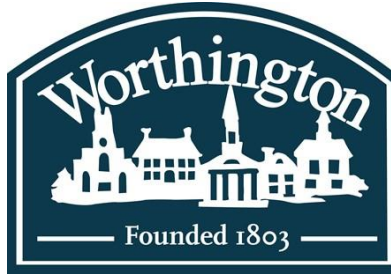
Designing, engineering, and constructing storm water improvements at Rush Run, with related site improvements and appurtenances thereto

2. The maximum maturity of the bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is 40 years.

Dated: June 21, 2021



Scott Bartter, Finance Director
City of Worthington, Ohio



STAFF MEMORANDUM
City Council Meeting – June 7, 2021

Date: June 2, 2021

To: Matthew H. Greeson, City Manager

From: Scott F. Bartter, Finance Director

Subject: Ordinance 28-2021 – Authorizing the Issuance of Bonds – McCord Park Renovations

EXECUTIVE SUMMARY

This Ordinance authorizes the issuance of various purpose bonds in an amount not to exceed \$2,175,000 for the design, renovation, construction and reconstruction of improvements at McCord Park.

RECOMMENDATION

Introduce for Public Hearing on June 21, 2021

BACKGROUND/DESCRIPTION

With the passage of Ordinances 54-2016 and 26-2019, City Council has appropriated \$335,150 to develop the McCord Park Master Plan. Additionally, bids have been received and City Council has for public hearing Ordinance 20-2021 which would appropriate an additional \$1,837,500 for the renovation and construction of improvements at McCord Park.

With Resolution 64-2019 and 51-2020, the City Council authorized the advance of costs associated with the development of the McCord Park Master Plan design, with the intent that the City would reimburse those expenses from the proceeds of one or more series of tax-exempt obligations to be issued by the City.

This Ordinance authorizes the issuance of bonds in an amount not to exceed \$2,175,000 to reimburse previously expended funds for the design and to fund the construction of improvements to McCord Park. While City Council would be

authorizing the issuance of bonds not to exceed the full cost of the project, the actual issuance amount may be reduced to \$1,775,000 pending the receipt of State Capital Bill funds.

Staff anticipates seeking a bond rating from S&P Global Ratings by the end of July with an estimated closing date for the bonds of July 28, 2021.

These would be 20-year bonds with a maturity date of 12/01/2041

FINANCIAL IMPLICATIONS/FUNDING SOURCES

Repayment Of this debt will occur from the General Bond Retirement Fund.

Revenue from the General Bond Retirement Fund is received primarily from a transfer from the Capital Improvement Fund, but additionally receives .17 mills of property tax (from the 5 mills assessed by the City) that amounts to approximately \$110,000 annually.

ATTACHMENTS

Ordinance No. 28-2021

ORDINANCE NO. 28-2021

Authorizing the Issuance of Bonds in the Amount of Not to Exceed \$2,175,000 for the Purpose of Designing, Renovating, Constructing, and Reconstructing Improvements at McCord Park, with Related Site Improvements and Appurtenances Thereto; And Approving Related Matters

WHEREAS, the Finance Director (the "Finance Director") of the City of Worthington, Ohio (the "City") has certified to this Council that the estimated life of the improvements stated in the title of this Ordinance (the "Project") which is to be financed from the proceeds of the bonds exceeds five years, and the maximum maturity of such bonds is 20 years;

NOW, THEREFORE, BE IT ORDAINED by the Council of The Municipality Of Worthington, County of Franklin, State of Ohio:

SECTION 1. Issuance of Bonds. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the principal sum of not to exceed \$2,175,000 or such lesser amount as shall be determined by the Finance Director and certified to this Council for the purpose of paying the costs of the Project. The Bonds may be issued in one or more series.

SECTION 2. Combining Bonds for Purposes of Issuance and Sale. It is hereby determined, that for the purposes of issuance and sale, it is in the best interest of the City to combine the Bonds with other limited tax general obligation bonds of the City authorized by separate ordinances of this Council. The Bonds and such other bonds shall be jointly referred to herein as the "Combined Bonds." As used in this Ordinance, the term "Bonds" shall also mean the Combined Bonds, where appropriate. The Combined Bonds shall be designated "City of Worthington, Ohio Various Purpose Bonds, Series 2021," or as otherwise provided in the Certificate of Award defined in Section 4 hereof.

SECTION 3. Terms of Bonds. The Bonds shall be issued as fully registered bonds, in denominations of \$5,000 or any integral multiple thereof; shall be numbered consecutively from R-1 upward, as determined by the Finance Director; shall be dated the date determined by the Finance Director and set forth in the Certificate of Award provided for hereinbelow; and shall bear interest, payable semiannually on such dates as shall be determined by the Finance Director and set forth in the Certificate of Award, until the principal sum is paid or provision has been duly made therefor. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

SECTION 4. Certificate of Award. The Finance Director is hereby authorized and directed to execute on behalf of the City a Certificate of Award (the "Certificate of Award") setting forth the aggregate principal amount and the final terms of the Bonds, which aggregate principal amount and terms, subject to the limitations set forth in this Ordinance, shall be as determined by the Finance Director. The Certificate of Award shall indicate the Original Purchaser (as defined hereinbelow) for the Bonds, dated date for the Bonds, the

dates on which interest on the Bonds is to be paid (the "Interest Payment Date"), the purchase price for the Bonds (which shall be not less than 97% of the face value thereof), the maturity schedule for the Bonds, the interest rates for the Bonds (provided that the true interest cost for all Bonds in the aggregate shall not exceed 4.50% per annum), the optional and mandatory redemption provisions, if any, and such other terms not inconsistent with this Ordinance as the Finance Director shall deem appropriate.

SECTION 5. Redemption Provisions of the Bonds. The Bonds shall be subject to optional and mandatory redemption prior to stated maturity, as provided in the Certificate of Award. If optional redemption of the Bonds at a redemption price exceeding 100% is to take place on any date on which a mandatory redemption of the Bonds of the same maturity will take place, the Bonds to be redeemed by optional redemption shall be selected by the Bond Registrar (as defined hereinbelow) prior to the selection of the Bonds to be redeemed at par on the same date.

When partial redemption is authorized, the Bond Registrar shall select Bonds or portions thereof by lot within a maturity in such manner as the Bond Registrar may determine, provided, however, that the portion of any Bond so selected shall be in the amount of \$5,000 or any integral multiple thereof.

The notice of the call for redemption of Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. From and after the specified redemption date interest on the Bonds (or portions thereof) called for redemption shall cease to accrue. Such notice shall be sent by first class mail at least 30 days prior to the redemption date to each registered holder of Bonds to be redeemed at the address shown in the Bond Register (as defined herein) on the 15th day preceding the date of mailing. Failure to receive such notice of any defect therein shall not affect the validity of the proceedings for the redemption of any Bond.

SECTION 6. General Obligation Pledge. The Bonds shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Bonds shall, to the extent necessary, be used only for the retirement of the Bonds at maturity and are hereby pledged for such purpose.

SECTION 7. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the City's charter millage limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Bonds are outstanding, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Bonds as and when the same falls due and to provide a fund for the repayment of the principal of the Bonds at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of premium, if any, and interest on and principal of the Bonds when and as the same falls due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Bonds in accordance with law.

SECTION 8. Income Tax Pledge. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Bonds in each year until full payment is made.

SECTION 9. Sale of the Bonds; Use of Proceeds. The Bonds shall be awarded by competitive sale based on bids submitted to the City following the publication of a notice of sale (or similar document) for the Bonds, which shall be in such form as approved by the Finance Director. The sale and award of the Bonds shall be evidenced by the Certificate of Award, which shall award the sale of the Bonds to such purchaser (the "Original Purchaser") as shall offer, in the opinion of the Finance Director, the best terms for the purchase of the Bonds. The Finance Director is hereby authorized and directed to deliver the Bonds, when executed, to the Original Purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery

The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. Any accrued interest received from the sale of the Bonds shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Bonds, or other obligations of the City, as permitted by law. Any premium received from the sale of the Bonds may be used to pay the financing costs of the Bonds within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund in the manner provided by law.

SECTION 10. Form and Execution of the Bonds. The Bonds shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance; and shall be executed by the Finance Director and the City Manager of the City (the "City Manager"), in their official capacities, provided that either or both of their signatures may be a facsimile. No Bond shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Bond, is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so

authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Bond Registrar or by such other person acting as an agent of the Bond Registrar as shall be approved by the Finance Director on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Bonds.

SECTION 11. Payment of the Bonds. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. The principal of the Bonds shall be payable upon presentation and surrender of the Bonds at the principal office of the Bond Registrar. Each Bond shall bear interest from the later of the date thereof, or the most recent Interest Payment Date to which interest has been paid or duly provided for, unless the date of authentication of any Bond is less than 15 days prior to an Interest Payment Date, in which case interest shall accrue from such Interest Payment Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered, at the close of business on the 15th day next preceding that Interest Payment Date (the "Record Date") (unless such date falls on a non-business day, in which case the Record Date shall be the preceding business day), on the Bond Register at the address appearing therein.

Any interest on any Bond which is payable, but is not punctually paid or provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Record Date by virtue of having been such owner and such Defaulted Interest shall be paid to the registered owner in whose name the Bond is registered at the close of business on a date (the "Special Record Date") to be fixed by the Bond Registrar, such Special Record Date to be not more than 15 nor less than 10 days prior to the date of proposed payment. The Bond Registrar shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Bondholder, at such Bondholder's address as it appears in the Bond Register, not less than 10 days prior to such Special Record Date, and may, in its discretion, cause a similar notice to be published once in a newspaper in each place where Bonds are payable, but such publication shall not be a condition precedent to the establishment of such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered by the Bond Registrar upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

SECTION 12. Appointment of Bond Registrar. The Finance Director is hereby authorized and directed to execute on behalf of the City a Bond Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Finance Director and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as authenticating agent, bond registrar, transfer agent, and paying agent (the "Bond Registrar") for the Bonds. Interest shall be payable at maturity by check or draft mailed to the Registered Owner hereof, as shown on the registration books of the City

maintained by the Bond Registrar. If at any time the Bond Registrar shall be unable or unwilling to serve as such, or the Finance Director in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Finance Director may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Bond Registrar hereunder. Each such successor Bond Registrar shall promptly advise all bondholders of the change in identity and new address of the Bond Registrar. So long as any of the Bonds remain outstanding, the City shall cause to be maintained and kept by the Bond Registrar, at the office of the Bond Registrar, all books and records necessary for the registration, exchange and transfer of Bonds as provided in this Section (the "Bond Register"). Subject to the provisions of this Ordinance, the person in whose name any Bond shall be registered on the Bond Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Bond shall be made only to or upon the order of that person. Neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Bonds, including the interest thereon, to the extent of the amount or amounts so paid.

Any Bond, upon presentation and surrender at the office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Bond Registrar, may be exchanged for Bonds of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered, and bearing interest at the same rate and maturing on the same date.

A Bond may be transferred only on the Bond Register upon presentation and surrender thereof at the office of the Bond Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Bond Registrar. Upon that transfer, the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered, and bearing interest at the same rate and maturing on the same date.

The City and the Bond Registrar shall not be required to transfer or exchange (i) any Bond during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Bonds, and ending at the close of business on the day of such mailing, or (ii) any Bonds selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Bonds are exchanged or transferred hereunder, the City shall cause to be executed and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the City and the Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid

with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Bonds. All Bonds issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Bonds surrendered upon that transfer or exchange.

SECTION 13. Book-Entry System. For purposes of this Ordinance, the following terms shall have the following meanings:

"Book-entry form" or "book-entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Bonds may be transferred only through a book-entry and (ii) physical Bonds in fully registered form are issued only to a Depository or its nominee as registered owner, with the Bonds "immobilized" in the custody of the Depository, and the book-entry is the record that identifies the owners of beneficial interests in those Bonds.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of securities and to effect transfers of securities in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

The Bonds may be initially issued to a Depository for use in a book-entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance; (i) there shall be a single Bond of each maturity, (ii) those Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Bonds in book-entry form shall be shown by book-entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book-entry; and (v) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City. Bond service charges on Bonds in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Bonds as provided in this Ordinance.

The Bond Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Bond in the custody of a Depository providing for making all payments to that owner of principal and interest on that Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this Ordinance, without prior presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Bond Registrar and to the City. That payment in any event shall be made to the person who is the registered owner of that Bond on the date

that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Bond Registrar shall furnish a copy of each of those agreements, certified to be correct by the Bond Registrar, to other paying agents for Bonds and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

If requested, the Finance Director and the City Manager are authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, an agreement among the City, the Bond Registrar and a Depository to be delivered in connection with the issuance of the Bonds to such Depository for use in a book-entry system.

The City may decide to discontinue use of the book-entry system through the Depository. In that event, Bond certificates will be printed and delivered to the Depository.

If any Depository determines not to continue to act as the Depository for the Bonds for use in a book-entry system, the City and the Bond Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Ordinance. If the City and the Bond Registrar do not or are unable to do so, the City and the Bond Registrar, after the Bond Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Bonds from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing and delivering definitive Bond), if the event is not the result of action or inaction by the City or the Bond Registrar, of those persons requesting such issuance.

SECTION 14. Federal Tax Law Compliance. The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Bonds is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Bonds so that the Bonds will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are issued, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Finance Director, or any other officer of the City, including the City Manager, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Bonds as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments,

as determined by the Finance Director, which action shall be in writing and signed by the Finance Director, or any other officer of the City, including the City Manager, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with Sections 141 through 150 of the Code and the Regulations.

The Finance Director shall keep and maintain adequate records pertaining to the use and investment of all proceeds of the Bonds sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Bonds that relates to the use of such proceeds, which limits the amount of Bond proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Finance Director is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Bonds requires any such reports or rebates.

SECTION 15. Municipal Bond Insurance. The Finance Director is authorized to make appropriate arrangements, if the Finance Director deems it in the best interest of the City, for the issuance of a municipal bond insurance policy with respect to all or any portion or series of the Bonds, including executing and delivering a commitment therefor and certificates and other documents in connection therewith and paying the bond insurance premium related thereto. All additional provisions required to be authorized by this Council for the issuance of a municipal bond insurance policy shall be contained in the Certificate of Award.

SECTION 16. Official Statement. The distribution of an Official Statement of the City, in preliminary and final form, relating to the original issuance of the Bonds is authorized if the Finance Director determines that it is necessary or advisable to prepare and distribute an Official Statement in connection with the original issuance of the Bonds. If the Finance Director so determines, then the Finance Director and the City Manager, and any other officer of this Council, are authorized and directed to negotiate, prepare and execute, on behalf of the City and in their official capacity, the Official Statement and any supplements thereto as so executed in connection with the original issuance of the Bonds, and they are authorized and directed to advise the Original Purchaser in writing regarding limitations on the use of the Official Statement and any supplements thereto for purposes of marketing or reoffering the Bonds as they deem necessary or appropriate to protect the interests of the City. The Finance Director, the City Manager and the Law Director are each authorized to execute and deliver, on behalf of the City and in their official capacities, such certificates in connection with the accuracy of an Official Statement, in either

preliminary or final form, and any supplements thereto as may, in their judgment, be necessary or appropriate.

SECTION 17. Obtaining of Rating for the Bonds. The Finance Director is authorized to obtain or update a rating or ratings on the Bonds and the City if the Finance Director determines that it is necessary or advisable in connection with the original issuance of the Bonds. If the Finance Director so determines, then the Finance Director, City Manager, and any officer of this Council are authorized and directed to take all steps necessary to obtain such rating or ratings, including paying the rating fees imposed by any rating agency and paying any travel expenses relating to obtaining such rating or ratings.

SECTION 18. Appointment of Municipal Advisor. The appointment of Baker Tilly Municipal Advisors, LLC, to serve as municipal advisor to the City in connection with the issuance of the Bonds is hereby approved. The fees to be paid to such firm shall be subject to review and approval of the Finance Director, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Bonds.

SECTION 19. Appointment of Bond Counsel. The appointment of the law firm of Bricker & Eckler LLP to serve as Bond Counsel with respect to the issuance of the Bonds is hereby approved. The fees to be paid to such firm shall be subject to review and approval by the Finance Director, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Bonds.

SECTION 20. Transcript of Proceedings; Execution of Additional Documents. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Bonds and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Bonds and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the City Clerk and a no-litigation certificate of the City Manager and the Finance Director, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein. Except for the procedure for authenticating the Bonds set forth in Section 10 herein, documents (including this Ordinance) executed, scanned and transmitted electronically and electronic and digital signatures shall be deemed original signatures for said transcript of the Bonds, for the purposes of this Ordinance, and for all matters related thereto, with any such scanned, electronic, and digital signatures having the same legal effect as original signatures.

The City Manager and Finance Director are hereby authorized and directed to take such action and to execute and deliver, on behalf of the Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents

shall be in the form not substantially inconsistent with the terms of this Ordinance, as they in their discretion shall deem necessary or appropriate.

SECTION 21. Satisfaction of Conditions for Bond Issuance. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Bonds in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Bonds.

SECTION 22. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 23. Filing of Bond Ordinance. The City Clerk is hereby directed to forward a certified copy of this Ordinance to the County Auditor of Franklin County, Ohio.

SECTION 24. Effective Date. This Ordinance shall take effect and be in force at the earliest date permitted by law.

Passed: June 21, 2021

President of Council

Attest:

Introduced June 7, 2021
P.H. June 21, 2021
Effective July 21, 2021

Clerk of Council

Approved as to form:

Law Director

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The City Council of the
City of Worthington, Ohio

The undersigned Finance Director of the City of Worthington, Ohio (the "City") as the fiscal officer of the City, hereby certifies as follows:

1. The estimated life of the improvement described as follows (the "Improvements") exceeds five years:

Designing, renovating, constructing, and reconstructing improvements at McCord Park, with related site improvements and appurtenances thereto
2. The maximum maturity of the bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is 20 years.

Dated: June 21, 2021



Scott Bartter, Finance Director
City of Worthington, Ohio