



6550 N. High Street
Worthington, Ohio 43085

T: 614-436-3100

CITY COUNCIL MEMBERS

Bonnie D. Michael
President

Scott Myers
President Pro-Tem

Rachael Dorothy
Council Member

Douglas Foust
Council Member

Beth Kowalczyk
Council Member

David Robinson
Council Member

Douglas Smith
Council Member

CITY STAFF MEMBERS

Matthew Greeson
City Manager

D. Kay Thress
Clerk of Council

Worthington City Council Agenda

Louis J.R. Goorey Municipal Building
John P. Coleman Council Chamber

Monday February 04, 2019 ~ 7:30 PM

1. Call To Order

2. Roll Call

3. Pledge of Allegiance

4. Visitor Comments

5. Approval of the Minutes

5.A. Regular Meeting - January 22, 2019

Recommendation: Introduce and Approve
as Presented

6. Public Hearings on Legislation

6.A. Ordinance No. 02-2019 Subdivision, Variances and Code Amendment - 54 West Wilson Bridge Road

Subdivision of Property, Authorizing
Variances and Amending Section 1177.02 of
the Codified Ordinances of the City of
Worthington (Worthington Square Venture,
LLC)

Executive Summary: This Ordinance
authorizes the subdivision of property with
variances for lot size, frontage and rear
setback for a newly created lot at 54 West
Wilson Bridge Road; and amends Section
1177.02 of the Codified Ordinances of the
City of Worthington to Revise the District
Boundaries of the Architectural Review
District (Worthington Square Venture, LLC)
SUB 03-18

Recommendation: Approve as Presented

Legislative History: Introduced January 22, 2019

6.B. Ordinance No. 03-2019 Convention & Visitors Bureau - Dissolution & Appropriation

Directing the Deposit of Certain Receipts into the Convention and Visitors' Bureau Fund and Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget by Providing for Appropriations from the Convention and Visitors' Bureau Fund Unappropriated Balances.

Executive Summary: This Ordinance directs the deposit of proceeds from the dissolution of the Convention and Visitor Bureau into a separate fund to be spent solely for convention and visitors' bureau services. It also directs 66% of hotel tax receipts into the fund, makes an appropriation from the fund, and directs payment to the Old Worthington Partnership to provide convention and visitors' bureau services for 2019.

Recommendation: Motion to Amend and Approve as Amended

Legislative History: Introduced January 22, 2019

6.C. Ordinance No. 04-2019 Appropriation - East Wilson Bridge Road Waterline Replacement Project

Amending Ordinance No. 52-2018 (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 East Wilson Bridge Road Waterline and all Related Expenses and Determining to Proceed with said Project. (Project No. 678-18)

Executive Summary: This Ordinance appropriates funds, awards the bid and determines to proceed with the project to replace a waterline along East Wilson Bridge Road.

Recommendation: Approve as Presented

Legislative History: Introduced January 22, 2019

7. New Legislation to Be Introduced

7.A. **Resolution No. 06-2019** Amendment to Development Plan & Variances - 54 West Wilson Bridge Road

Authorizing an Amendment to the Final Development Plan for 54 West Wilson Bridge Road and Authorizing Variances (Bank of America).

Executive Summary: The Resolution authorizes an Amendment to the Development Plan (ADP) with a Variance for signage and lighting - 54 West Wilson Bridge Road (Paul J. Wolenski/Bank of America) ADP 08-18 & ADP 01-19

Recommendation: MPC recommends conditional approval of signage and lighting; staff recommends approval of lighting only

7.B. **Resolution No. 07-2019** Amends the Traffic Signal Technician Job Description

Amending the Job Description for the Position of Traffic Signal Technician and Amending the Pay Resolution to Accommodate Said Position.

Executive Summary: This Resolution amends the job description and salary range for Traffic Signal Technician

Recommendation: Introduce and Approve as Presented

8. Reports of City Officials

8.A. Policy Item(s)

8.A.I. Community Relations Commission Non-Discrimination Draft Legislation

Executive Summary: The CRC Chair and Vice-Chair will be present to discuss the Commission's recommendation for a Non-Discrimination Ordinance, process for public input, and suggested timeline for implementation.

9. Reports of Council Members

10. Other

11. Executive Session

- 11.A.** Consider the appointment of public officials
- 11.B.** Consider the employment and compensation of public employees
- 11.C.** Consider negotiations for economic development assistance

12. Adjournment



CITY OF WORTHINGTON
Worthington City Council Minutes
January 22, 2019

6550 N. High Street
Worthington, Ohio 43085

CALL TO ORDER – Roll Call, Pledge of Allegiance

Worthington City Council met in Regular Session on Tuesday, January 2, 2019, in the John P. Coleman Council Chambers of the Louis J.R. Goorey Municipal Building, 6550 North High Street, Worthington, Ohio. President Michael called the meeting to order at or about 7:30 p.m.

ROLL CALL

Members Present: Rachael R. Dorothy, Douglas Foust, Beth Kowalczyk, Scott Myers, David Robinson, Douglas K. Smith, and Bonnie D. Michael

Member(s) Absent:

Also present: City Manager Matt Greeson, Assistant City Manager Robyn Stewart, Director of Law 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, Chief of Fire John Bailot, Chief of Police Jerry Strait, Clerk of Council D. Kay Thress, Assistant City Clerk Ethan Barnhardt

There were 5 visitors present.

PLEDGE OF ALLEGIANCE

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

VISITOR COMMENTS

There were no comments.

APPROVAL OF THE MINUTES

- Regular Meeting– January 7, 2019
- Committee of the Whole Meeting – January 14, 2019

MOTION

Mr. Robinson moved, Mr. Foust seconded a motion to approve the aforementioned meeting minutes.

Mr. Foust asked for a correction to the meeting minutes from the January 14, 2019 Committee of the Whole Meeting. On page seven, the third paragraph should read, "Mr. Foust asked whether the Task Force discussed the likelihood of a direct relationship between the desirability of a particular location from the artist's or advocate's perspective, i.e. something centrally located or highly visible, and the potential for that location to be a lightning rod for public comment and possible discontent."

MOTION Mr. Foust moved, Mr. Smith seconded a motion to amend the minutes of the January 14, 2019 Committee of the Whole Meeting as discussed.

The motion to amend the minutes as discussed carried unanimously by a voice vote.

There being no further additions or corrections, the motion to approve both sets of minutes carried unanimously by a voice vote.

PUBLIC HEARINGS ON LEGISLATION

Ordinance No. 01-2019 Adopting a Plan of Operation and Governance for the Electric Aggregation Program

Mr. Greeson described how this is the critical next step in becoming certified by the Public Utilities Commission of Ohio (PUCO) to be an electric aggregator. Once that occurs, we can do the process that we have been seeking, which is to obtain bids and try to implement an electric aggregation program.

Mr. Lindsey explained how the ordinance before Council would approve the Plan of Operation. This Plan of Operation is a broad-based authority to implement electric aggregation. It is one that Mr. Surace from Energy Alliances has used in a number of different cities and counties that have gone through this process. It allows Council to implement a plan that the market and community allows. It complies with the general guidelines that PUCO mandates. This plan allows for the broadest authority so that this Council can implement a plan based on what the market and the community desires are. This same plan would allow for a future Council, should conditions or concerns change, to have the ability to do the full range of which the state law provides. This plan does not provide some of the specifics the Council will later see in the actual supplier contracts and agreements we enter into with those suppliers for the particular program that Council will endorse at that point, at a public meeting and with an opportunity for public input.

Because of a conversation after the introduction of this legislation, staff included the wording of "at least 21" days for the initial opt-out period which is the minimum that the state law requires. The original plan of operation had stated 21 days. Knowing there was an interest in possibly making that longer, we thought the "at least" language would clarify that. The other change is simply defining the initial opt-out period as at least 21 days, and then substitutes that language elsewhere in the document. The Plan of Operation that was available at the required statutory public hearings, included the revised language.

Rich Surace – Energy Alliances

Mr. Surace explained how this document is fairly broad and it checks all the boxes that are mandated by the State, which have to be completed to get us to the next step of being certified. The particulars that the Council will want to narrow down on will be addressed between the supplier and Council at that time. This is kept broad for both this Council and future Councils, to keep the broadest stroke of staying within the guidelines of the rules. Any material changes to this, we would have to start from scratch because they would need to be brought back to the public, to do the public meetings and so on and so forth. That's why they have been kept fairly broad, whether that is for this Council or future ones, to stay within the limits of what has to be done to be certified as an aggregator.

Mr. Robinson stated that his only concern is regarding the 21 days. During the campaign it was stated in various forms that the opt-out period would be 30 days. He realizes that this is not the final plan that Council will vote on, but he would feel more comfortable if we put 30 days in this plan, or at a minimum that this Council discusses that and hopefully fully recalls that 30 days is what we told the public the opt-out period would be when a plan is implemented down the road.

Mr. Foust asked how under this aggregation scenario, in outages and emergencies, is there any reason this scenario would feel different to the public than it does now. He wondered if there is any reason there would be a diminished level of service in the case of an outage. Mr. Surace replied no. AEP only gets paid when those electrons are moving across the powerlines. So, if the power goes out at anybody's home, the only way they make money is to make sure that gets brought back online. So, outages will continue to be handled by AEP and they have no way of knowing who the supplier is for each house.

Mr. Robinson asked if the proper terminology would be that AEP would continue to be termed the distributor. Mr. Surace confirmed that is correct, they are the distribution company.

Ms. Kowalczyk brought up the termination fee and how there is at least one opportunity to opt-out without a fee. We had discussed being able to opt-in and opt-out at any time. She wants to understand why we are submitting a document that is broader than what we would like to see in an RFP or contract. Mr. Surace responded that some of the language about a termination fee and some questions about the three-year, thirty-six-month window, is a legacy of how aggregations have been run. Many of them did have termination fees originally. He explained that they do not run things with them. But that is not to say we would not or could not though. He used an example of someone with a fantastic price, but the termination fee was one dollar to get out. It is meant to keep flexibility. Initially many programs were extending past three years and there were termination fees. Going back to that thirty-six-month piece, that was because initially many programs were extending beyond three years and because there were termination fees, PUCO said that you must give somebody a chance every three years to get out without a termination fee. Ms. Kowalczyk asked if this plan gives us the opportunity to be broader or have different terms that are still within the scope. Mr. Surace said that is correct. All those pieces will be

defined and will be much narrower in the final MSA that the City would sign with the supplier.

Mr. Robinson pressed that he cannot imagine supporting a program where there would be a fee for opting out or where we did not offer 30 days initial opt-out. He asked if Council is comfortable with having broader authority than was discussed in the campaign. Maybe a Council in the future will vote on a plan that a resident heard us talking might say that was not the original understanding when Council sold this plan to us. He wondered if we should not have the terms here be what was spoken about the campaign despite the fact that it may restrict us to some degree.

Mr. Myers remarked about how he is always concerned about being too specific. He wants to give his clients the broadest possible authority by crafting language that is as broad as possible. Because this is just the first round and it is sort of the bylaws, as opposed to a contract, we will have a second contract that is more specific. He does not know what will happen to the market or Council 25 years down the road and this plan is hopefully going to last that long. Many of the issues that have been raised can be addressed when that contract comes, and we will not vote on something that is not consistent with what has been told to people.

President Michael asked if the 21 versus 30 days is something that needs to be changed now with this document.

Ms. Dorothy stated she thinks there is the proposed amended version that includes the language of at least 21 days. She expressed that she is more comfortable with the inclusion of at least 21 days and then making sure when we bring something forward to Council, the actual contract with that includes language of 30 days or more and no termination fees.

Mr. Myers asked if it is capped at 30 days or could we go beyond that. Mr. Lindsey said it could go longer than 30 days. Mr. Myers asked where 21 days comes from. Mr. Surace explained that 21 days is the typical opt-out period. Where there may have been some talk of the 30 days is that once we file the certification, there is a 30-day window that the PUCO has to approve or not approve the application. He wondered if the 30 days for the City's application and the 21 day opt-out window may have been crossed. Mr. Myers asked if there would be any issues with a governing document that said not less than 30 days. Mr. Surace said that he is not sure that nine days makes much of a difference. Mr. Myers proposed amending this to read not less than 30 days instead of 21 days.

MOTION

Mr. Myers moved, Mr. Robinson seconded a motion to amend from not less than 21 days to not less than 30 days.

Mr. Smith clarified whether people could opt-out at any time. Mr. Surace responded they can come and go as they like, someone would have 30 days to opt-out during that initial letter window.

The motion to amend Ordinance 01-2019 carried unanimously by a voice vote.

There being no additional comments, the clerk called the roll on Ordinance No. 01-2019 (As Amended). The motion carried by the following vote:

Yes 7 Robinson, Kowalczyk, Foust, Dorothy, Smith, Myers, and Michael

No 0

Ordinance No. 01-2019 (As Amended) was thereupon declared duly passed and is recorded in full in the appropriate record book.

NEW LEGISLATION TO BE INTRODUCED

Resolution No. 04-2019

Authorizing an Amendment to the Final Development Plan for 160 West Wilson Bridge Road and Authorizing Variances (The Heights at Worthington Place).

Introduced by Mr. Myers.

MOTION

Ms. Dorothy made a motion to adopt Resolution No. 04-2019. The motion was seconded by Ms. Kowalczyk.

Mr. Brown described how this is an amendment to development plan that is requesting variances. When a development plan includes variances, it goes beyond the Municipal Planning Commission (MPC) to the City Council for approval. The requested variances

160 W. Wilson Bridge Rd.



are associated with the signage for The Heights. The building was originally constructed by Crawford Hoying between 2012 and 2015, including 193 apartments and 23,000 square feet of office space. The current owner has owned the property since March of 2015, and we have worked with the applicant over the past several years on proposals related to signage for the site.

It is sometimes confusing to tell where you are and how to get to the apartment rental place. The applicant is proposing directional



signage to get people to the leasing office and the sign for the actual building. The sign is 108 square feet in size and 4 feet by 27 feet in height. There are two directional signages on Corporate Hill Drive. The original proposal was for three directional signs; however, one directional sign was in the public right-of-way and was removed from the application.

The proposed signage on the building was approved by the MPC with some modifications of the signage itself with raised lettering. The Wilson Bridge Road Corridor Plan



references no cabinet signs, however the MPC/ARB did approve a cabinet sign related to the redevelopment of the Holiday Inn, so the MPC and staff felt it was appropriate to extend it across the street.

The variances requested today relate to number of wall signs, they will have

with this proposal three wall signs. They have two existing and code permits one. For sign area, directional signs are permitted 20 square feet, they are 32 square feet. Then a variance to have the cabinet sign.

In January 2015 when Crawford Hoying still owned the property, Council approved a variance for the large wall sign that faces the mall and the previous wall sign above the garage entrance. A previous application from the Ohio State University Medical Center received a variance to have two signs, one on the eastern and one on the western side of the building.

When asked by Ms. Dorothy who occupies the offices currently, Mr. Brown replied that all 23,000 square feet were occupied by OSU. Ms. Dorothy asked if the space has new tenants, would we expect the signs to be changed. Mr. Brown responded we would probably receive a request, but not knowing how it would be divvied up we would need to see that at that time. Ms. Dorothy asked what the occupancy of the apartments is currently. Mr. Brown replied that the rental rates have had to be adjusted to get people in and sits at over 90%.
Phillip Philippou – 160 West Wilson Bridge Road

Mr. Philippou introduced himself as representing Worthington Square Acquisition, current owner of The Heights. He explained why he is here applying for the variance. The building has been under a visibility and identification deficit. The curb appeal is confusing to the general public, you need to know where and what the building is to understand it. It is very common for people to wander around, which is a serious problem. The way the building was positioned may have been somewhat ill conceived. There was a vision of a pedestrian crosspollination from the Mall, with the apartment component. The front entrance is in the

back of the building which is confusing to everyone. The directional signage is imperative just to get them there.

In terms of their leasing efforts, they constantly have to do rental discounts and concessions above and beyond normal market conditions because they are hampered by the visibility issue. When asked why people rent at a specific place, driving by is the number one reason someone is initially attracted to rent an apartment. In their case, people keep driving by because they do not know what it is. They do not know what it is because there is no identification except the monument sign which you have to look for.

He described how he tried to think of a low impact way that respects the aesthetic of the area, the building and the graphics. They came up with the concept of the vertical sign being high above, against the brick so that traffic heading westward would be able to see and understand what the building is. It is step one in what he calls Business Plan 2.0. They have filled the place up, but they only did it through heavy discounts, 30-40% sometimes. A \$1400 apartment can be going for \$999. It is critical that they do whatever they can to increase their organic traffic, maintain occupancy, and to not allow rental rates to deteriorate further, changing the complexion of the building and neighborhood.

Mr. Brown added that when The Heights originally opened there were temporary banners across the front. When the applicant came for permanent ones, they were not approved by the MPC who asked them to come back with different alternatives. MPC and Staff felt better about this proposed alternative that complimented the OSU signs on the building.

Mr. Robinson expressed how he sympathized with Mr. Phillipou's visibility challenges. He asked Mr. Philippou if he has proposed something that is fully adequate to the task at hand. Mr. Philippou responded this is what he thought was workable within the restraints. He would prefer to have a series of blade signs across the front which he believes are very aesthetic. He is very conscious about staying within the look and feel of the area. Only time will tell if this is adequate. He does not think it is adequate, but it is his best shot. Mr. Robinson thanked him for the effort and said to come back if is not.

Tom Carter – 2178 Castle Crest Drive

Mr. Carter echoed Mr. Phillipou's concerns about how people do have difficulty. They get a lot of feedback operating the mall that people do not know where the OSU hospital component is and where to get to it. People come into the mall wanting to know where the leasing office is. It is important to be thoughtful about doing this. It is a reflection on our community if the real estate and investment community hear we have a hard time leasing apartments. That it is a black eye. If the medical center does not do well, it can affect other physicians. Thoughtful implementation of this would be a good idea. He is not sure if this solution is adequate, he defers to the owner, but he supports it. He explained that Mr. Philippou has done a good job staying within the bounds of a tasteful corridor.

There being no additional comments, the motion to adopt Resolution No. 04-2019 passed unanimously by a voice vote.

Resolution No. 05-2019

Revising the Policies and Procedures of the City's Re-emergent Corridor Assistance Program and Renaming it the Façade Assistance and Corridor Enhancement Program.

Introduced by Mr. Robinson.

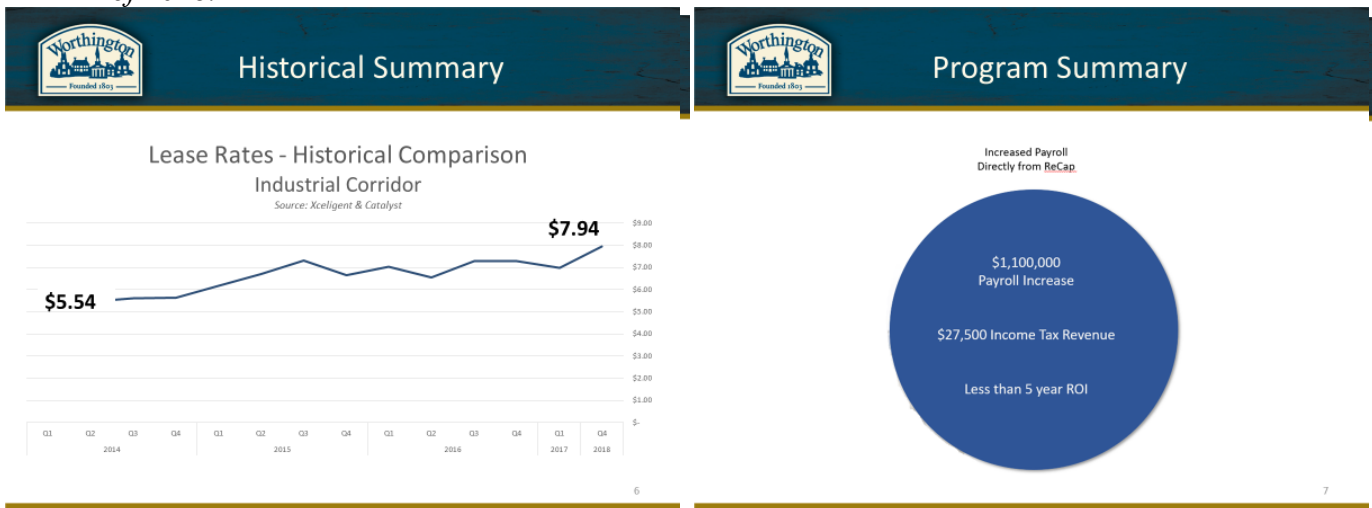
MOTION

Mr. Foust made a motion to adopt Resolution No. 05-2019. The motion was seconded by Mr. Smith.

Mr. McCorkle explained how he would summarize the Re-emergent Corridor Assistance Program (ReCAP) and the success that it has seen so far, but also to recommend changes moving forward in order to keep our commercial office stock competitive.

From 2014-2018 there have been 16 projects, ten on Huntley, three on Proprietors, two on Worthington-Galena, and one on Schrock. The total amount of ReCAP funds awarded is \$280,296. The program has recently seen a decrease in applications, despite great promotion efforts of the program. There was only one application in 2018 which has led to the recommended changes to the program.

Mr. McCorkle summarized the highlights of the program. He described how vacancy rates have gone from 7.1% in 2014 when this program and declined to 3.9% in the 4th quarter of 2018.



Program Summary



Mr. McCorkle showed slides for each of the ReCAP properties showcasing a before and after view of the projects. He specifically mentioned 966 Proprietors Road and how this building has been sold to a new company that we were trying to attract. They reached out in 2018 before the program closed and indicated they wanted to apply for funding again for this building. The CIC said that if new improvements were made to the building, they would consider an application. Mr. McCorkle explained that he proactively encumbered funds from 2018 before the end of the fiscal year, so if they do come back with an application that the CIC supports, he will submit to Council that one final ReCAP request. If they do not move forward those funds will be disencumbered and go back into the General Fund.

He described the proposed program updates. ReCAP was successful over the past five years, but interest has begun to wane. There has been quite a bit of promotion done to get as many applicants interested as possible in the program over the past two years. The CIC is recommending that we keep most of the program guidelines intact but open it up to all of Worthington. The industrial corridor would still be eligible for the new program under the Façade Assistance and Corridor Enhancement Program (FACE) and will remain at \$75,000 in funding for the first year, but that can be reevaluated after that. Included on top of that is \$10,000 to partner with the Neighborhood Design Center to provide renderings and no-cost administrative support to applicants. Non-retail commercial properties are eligible, but we will not be incentivizing retail. Let's put these dollars where we will get the best benefit out of them. Scoring would be slightly shifted to being more heavily weighted towards economic development projects. There will be a continued emphasis on non-deferred maintenance. We do not want to pay people to power wash their building, we want to see transformational projects.

Ms. Dorothy said she is excited about this evolving program, especially economic development. When ReCAP first started, we did not keep track of all the numbers, such as vacancy rates. She requested we keep tracking those numbers, it would be appreciated.

Ms. Kowalczyk asked if there is reason to expect businesses outside of the industrial corridor would be interested in this program. Mr. McCorkle explained that there have been discussions with several property owners who have voiced interest in this program.

There being no additional comments, the motion to adopt Resolution No. 05-2019 passed unanimously by a voice vote.

Ordinance No. 02-2019

Subdivision of Property, Authorizing Variances and
Amending Section 1177.02 of the Codified

Ordinances of the City of Worthington (Worthington Square Venture, LLC)

Introduced by Mr. Myers.

Ordinance No. 03-2019

Directing the Deposit of Certain Receipts into the Convention and Visitors' Bureau Fund and Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget by Providing for Appropriations from the Convention and Visitors' Bureau Fund Unappropriated Balances.

Introduced by Ms. Dorothy.

Ordinance No. 04-2019

Amending Ordinance No. 52-2018 (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 East Wilson Bridge Road Waterline and all Related Expenses and Determining to Proceed with said Project. (Project No. 678-18)

Introduced by Ms. Kowalczyk.

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

REPORTS OF CITY OFFICIALS

Mr. Greeson thanked the staff members who worked this past weekend to ensure our public were safe in the winter storm. Chief Bailot led a pre-planning effort along with our township partners this past week. The Service Department and Parks Maintenance Snow Warriors worked around the clock Saturday evening into Sunday morning. Our Fire folks responded to numerous EMS runs, fortunately none of them were related to the storm specifically. The Community Center maintained regular hours with heightened crowds due to other closures in the region.

President Michael thanked the small businesses and individuals who went out and took care of their own streets, helping to make the community safer for everyone to get around.

Mr. Greeson described the successful Martin Luther King Day celebration event. He thanked the Community Relations Commission volunteers and Personnel Director Lori Trego who worked on this effort.

He reminded Councilmembers that this upcoming Friday is the annual Worthington International Friendship Association (WIFA) dinner.

Last Friday, he and President Michael met with Congressman Troy Balderson and his staff. The City of Powell hosted a roundtable with multiple municipal representatives from that congressional district. He explained his pleasure that Representative Balderson is keeping his office in Worthington and some of his staff worked with Congressman Tiberi.

There are a few issues on MPC/ARB/BZA agendas that could be of interest to Council. The Orange Johnson House is before the ARB over some improvements they are making to the wall around their facility. George's Linworth Diner is applying to go into Linworth Plaza, so we will have another restaurant there. Highline Coffee is proposing to expand into the area that is now occupied by Pure Cottage.

There is going to be what is known as a pre-application meeting about how the process works for amendment to development plan, architectural review, conditional use, and subdivision with the Goddard School which is a preschool, early childhood facility that wants to build in what is now the northern lot at Schoedinger Funeral Home. There is a small lot there that they are interested in developing.

The owner of 410 Tucker Drive has applied to BZA to extend the duration of their building permit and has already begun work on their roof.

On the Parks and Recreation front, it was challenging, but the caboose was delivered on a flatbed trailer, detached from its wheel assembly. The soft ground challenged the movers who had to employ tow trucks to wrangle the rest of the equipment from Upper Arlington. It is now re-attached to its wheel assembly and sitting in our parking lot. President Michael asked when the caboose would be ready to be visited. Mr. Hurley responded that within the CIP, Council has approved funding for both the repaving of the Community Center Parking Lot and design and phase one of the McCord Park renovation, so we are at the drawing table trying to figure out the best timing for that. It will likely be late summer or early fall. Mr. Greeson noted that we have also received delivery of the Olentangy Parklands bathrooms. They are currently sitting in the Olentangy Parklands parking lot. There is the need to wait for hard ground before it can be installed in its final location.

Mr. Greeson described how he distributed a document that has been worked on over the past few months. It is an exploratory working paper for the cost to serve various development scenarios for the United Methodist Children's Home (UMCH). He described how Ms. Stewart led the effort to do the analysis and he thanked her for her work on this.

Additionally, he described how Councilmembers recently spoke with Dr. Herb Marlowe of Analytica who will be facilitating the Council Retreat and has been assessing a couple of issues for us relating to community visioning and UMCH. He has placed before Council, and will be distributing to stakeholders, a revised draft of his work. Dr. Marlow is anticipating being here for the retreat and being a part of a robust conversation on that effort.

He asked for executive session to discuss Pending and Imminent Litigation, Land Acquisition, Economic Development Assistance, and a Personnel Matter.

REPORT OF COUNCIL MEMBERS

Ms. Kowalczyk echoed Mr. Greeson's thank you and appreciation for everything that everyone did to respond to the storm and kept us safe. She acknowledges that many property owners did step up and clear their sidewalks, but she has found that many property owners have not done that. There are also parking lots that have been cleared, creating huge mounds of snow blocking walkways. She asked to understand the responsibilities of property owners and what can residents and pedestrians do to deal with those situations. Mr. Whited described how there is a requirement for business owners to clear their sidewalks and the Service and Engineering Department will notify them to clear their sidewalks. Mr. Greeson described how it is all our obligations to try to clear it within 24 hours after a storm. We send out reminders via social media and the internet to reinforce that it is all our obligation to take care of our property. If someone complains we will notify the property owner of the complaint and remind them of their obligations. It is rare people do not cooperate. Ms. Kowalczyk asked where complaints go. Mr. Whited replied that they are directed to his office.

Ms. Dorothy commented it was awesome Ms. Kowalczyk brought this topic up. She typically receives quite a few complaints. It would be awesome to put out notices to remind everyone of their responsibilities. She detailed how she went to Cemetery Board meeting and consultants for the Ozem Gardner House master planning have been selected. They are moving in the right direction.

Mr. Smith remembered how at one point in the history of the City, there was a certain temperature that the brine or salt would not work. He knows that we are using a new product and he asked about the working temperature of the new product. Mr. Whited responded that at 10-15 degrees typical salt doesn't work, but we have used other materials such as a solution called Aqua Salina that works in lower temperatures. It is not perfect when temperatures are too low. Mr. Smith updated Council that he would not be at the next meeting. Sometime in February he wants to bring up Orange Johnson House and the Bicentennial Fund to see what we can do to help with their bicentennial programming.

President Michael mentioned that there was a nice meeting tonight at the Harding Hospital property with Boundless. It was very well attended. They presented several options, giving residents and neighbors a chance to understand and explore different modifications/changes they felt were important.

EXECUTIVE SESSION

MOTION

Mr. Foust moved, Mr. Smith seconded a motion to meet in Executive Session to discuss Pending and Imminent Litigation, Land Acquisition, Economic Development Assistance, and a Personnel Matter.

The clerk called the roll on Executive Session. The motion carried by the following vote

Yes 7 Robinson, Kowalczyk, Dorothy, Myers, Foust, Smith, and Michael

No 0

Council recessed at 8:39 P.M. from the Regular meeting session

MOTION Mr. Foust moved, and Ms. Kowalczyk seconded a motion to return to open session at 9:37 P.M.

The motion carried unanimously by a voice vote.

ADJOURNMENT

MOTION Mr. Myers moved, and Mr. Robinson seconded a motion to adjourn.

The motion carried unanimously by a voice vote.

President Michael declared the meeting adjourned at 9:37 P.M.

*APPROVED by the City Council, this
4th day of February, 2019.*

Assistant City Clerk

Council President



STAFF MEMORANDUM
City Council Meeting – February 4, 2019

Date: January 16, 2019

To: Matthew H. Greeson

From: R. Lee Brown

Subject: Ordinance No. 02-2019 - Subdivision of Property, Authorizing Variances and Amending Section 1177.02 of the Codified Ordinances of the City of Worthington (Worthington Square Venture, LLC)

EXECUTIVE SUMMARY

This Ordinance authorizes the subdivision of property with variances for lot size, frontage and rear setback for a newly created lot at 54 West Wilson Bridge Road; and amends Section 1177.02 of the Codified Ordinances of the City of Worthington to Revise the District Boundaries of the Architectural Review District (Worthington Square Venture, LLC) SUB 03-18

RECOMMENDATION

Approve as Presented

BACKGROUND/DESCRIPTION

Background & Request:

The owner of the Shops at Worthington Place property is requesting approval to subdivide the 16.2-acre mall parcel to create a separate lot for the former Telhio Credit Union. This property is located in the Community Shopping Center Zoning District (C-2 District).

Project Details:

1. Community Shopping Center Zoning District (C-2 District) requirements, and proposed dimensions for the proposed lot:

	Minimum Lot Width (in feet)	Minimum Lot Area	Front Yard	Rear Yard	Minimum Width Each Side Yard (in feet)	Maximum Percent of Lot Coverage	Maximum Height of Building Stories	Feet
C-2 Requirements	150	1 Acre	50	30	20	25%	3	45
Proposed Lot (4A)	133.29	0.535	~70'	~18'	~33'&~43'	11.2%	1	?

2. Variances Requested:
 - a. Lot Size
 - b. Road Frontage
 - c. Rear Yard Setback
3. The Preliminary Plat shows the location of the reciprocal easement area to allow parking and ingress/egress for the new parcel. The easement would need to be recorded in the Franklin County Recorder's Office if the subdivision with variances is approved by City Council.
4. Note "B" on the final plat is required, and would disallow any access to this parcel directly from West Wilson Bridge Road.
5. The Final Plat would need approval from the Franklin County Engineer's Map Room and City of Worthington Department of Service & Engineering prior to recording.

Land Use Plans:**1141.04 COMMERCIAL DISTRICTS.**

(b) "C-2" Community Commercial: Commercial centers of an integrated design which contain a concentration of a wide variety of retail and service establishments which are currently located in the community or within the population they serve, having adequate parking and direct access to major thoroughfares, with limited points of access, being screened or fenced from surrounding residential areas, and serving the day-to-day needs of the community supplying the more durable and permanent needs of the whole community. Community commercial uses include, but need not be limited to: supermarkets, department stores, specialty stores, hardware stores, apparel and shoe stores, jewelry stores, appliance and furniture stores, drugstores, personal and business service outlets and discount markets. Community water and sewerage facilities are required.

1149.02 YARD, AREA AND HEIGHT FOR ALL BUILDINGS OTHER THAN DWELLINGS.

The following table establishes the yard, area, lot coverage and maximum height requirements for all buildings except dwellings and structures accessory to dwellings.

	Minimum Lot Width (in feet)	Minimum Lot Area	Front Yard	Rear Yard	Minimum Width Each Side Yard (in feet)	Maximum Percent of Lot Coverage	Maximum Height of Building Stories	Feet
C-2 Requirements	150	1 Acre	50	30	20	25	3	45

Staff Analysis:

Because the proposed parcel does not meet all dimensional requirements, the only reason to approve the subdivision is for economic benefit to the property owner, allowing for the future sale of the property.

MPC & Staff Discussion – Architectural Review District:

Section 1177.02 of the Codified Ordinances for the City of Worthington describes the parcels/lots that are included in the Architectural Review District. If this lot is created without also modifying the Codified Ordinances, then it would not be included in the Architectural Review District. It would then be completely surrounded by other lots in the Architectural Review District.

City Staff, and the Municipal Planning Commission felt that this newly created lot should remain in the district since it would be completely surrounded on all sides by other parcels/lots in the district.

We will need to amend Section 1177.02 of the Codified Ordinances to change the language in the Planning & Zoning Code to accurately reflect the lot remaining in the district. This is then subject to the 60-day referendum period since it is a change to the Planning & Zoning Code.

*If the subdivision is approved, the subdivision plat cannot be signed and recorded until after the 60-day referendum period.

1177.02 DISTRICT BOUNDARIES.

There is hereby established an Architectural District which shall include all lots within the area of the original Village of Worthington as laid out in 1803, bounded on the north by North Street, on the south by South Street, on the east by Morning Street and on the west by Evening Street including all lots abutting on the a foregoing named streets and additionally the lot at the southeast corner of East South Street and Granby Street and to the south along Granby Street.

The Architectural Review District shall also include all lots abutting High Street within the corporate limits of the City on both the east and west sides commencing at North Street and extending north to the northernmost corporation line and commencing at South Street and extending to the southernmost corporation line; and all lots abutting Granville Road within

the corporate limits of the City on both the north and south sides commencing at Morning Street and extending east to the easternmost corporation line and commencing at Evening Street and extending west to the westernmost corporation line; plus the lot at the northwest corner of Pingree Drive and East Dublin-Granville Road and the lot immediately adjacent thereto to the north along Pingree Drive; plus all lots within the Kenyon Brook Subdivision, the Bellebrooke Subdivision, Rehe's Subdivision, the Maxton Place Subdivision, the Worthington Mall Subdivision, the lot at the northeast corner of High Street and East Wilson Bridge Road and the two lots immediately adjacent thereto to the east along East Wilson Bridge Road, the re-subdivision of Lots 21 and 22 of the Morris Addition (Greenwich Street East Subdivision), and the parcel at 966 Proprietors Road created by Subdivision Without Plat (SWOP 02-05) approved September 6, 2005, and the lot at 54 W. Wilson Bridge Rd created by Subdivision (SUB 03-18) approved February 4, 2019. The boundaries of the above described Architectural District are additionally set forth on the map of the City which is attached to original Ordinance 44-2005 and made a part hereof.
(Ord. 44-2005. Passed 10-17-05.)

Recommendation:

Municipal Planning Commission reviewed and recommended approval to City Council at its meeting on December 13, 2018.

ATTACHMENTS

- Ordinance No. 02-2019
- Exhibit "A"
- Application & Materials
- ARB & MPC Meeting Minutes

ORDINANCE NO. 02-2019

Approving the Subdivision of Property at 54 West Wilson Bridge Road and Authorizing Variances and Amending Section 1177.02 of the Codified Ordinances of the City of Worthington to Revise the District Boundaries of the Architectural Review District. (Worthington Square Venture, LLC)

WHEREAS, a request has been made by Worthington Square Venture, LLC. to subdivide the property located at 54 West Wilson Bridge Road; and,

WHEREAS, the request has received a complete and thorough review by the Municipal Planning Commission on December 13, 2018 and approval has been recommended by the Commission; and,

WHEREAS, Section 1107.01 of the Codified Ordinances provides that on recommendation of the Municipal Planning Commission, or on its own initiative Council may permit variations from the standards established in the Planning and Zoning Code; and,

WHEREAS, said resubdivision would remove the newly created parcel from the Architectural Review District since this parcel does not abut High Street; and,

WHEREAS, City Council wishes to amend the boundaries of the Architectural District to incorporate the newly created parcel in said subdivision in order to protect the integrity of the District;

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

SECTION 1. That the Subdivision to divide the property located at 54 West Wilson Bridge Road, as per Case No. SUB 03-18, Drawings No. SUB 03-18, dated November 28, 2018 attached hereto as Exhibit "A" be approved.

SECTION 2. That there be and hereby is granted variances from Section 1149.02 of the Codified Ordinances to create a parcel that does not meet the minimum lot area, road frontage requirement and for a building that does not meet the rear yard requirement.

SECTION 3. That Section 1177.02 of the Codified Ordinances of the City of Worthington be and hereby is amended to read as follows:

1177.02 DISTRICT BOUNDARIES.

There is hereby established an Architectural District which shall include all lots within the area of the original Village of Worthington as laid out in 1803, bounded on the north by North Street, on the south by South Street, on the east by Morning Street and on the west by Evening Street including all lots abutting on the foregoing named streets and

ORDINANCE NO. 02-2019

additionally, the lot at the southeast corner of East South Street and Granby Street and to the south along Granby Street.

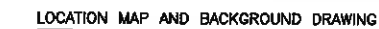
The Architectural Review District shall also include all lots abutting High Street within the corporate limits of the City on both the east and west sides commencing at North Street and extending north to the northernmost corporation line and commencing at South Street and extending to the southernmost corporation line; and all lots abutting Granville Road within the corporate limits of the City on both the north and south sides commencing at Morning Street and extending east to the easternmost corporation line and commencing at Evening Street and extending west to the westernmost corporation line; plus the lot at the northwest corner of Pingree Drive and East Dublin-Granville Road and the lot immediately adjacent thereto to the north along Pingree Drive; plus all lots within the Kenyon Brook Subdivision, the Bellebrooke Subdivision, Rehe's Subdivision, the Maxton Place Subdivision, the Worthington Mall Subdivision, the lot at the northeast corner of High Street and East Wilson Bridge Road and the two lots immediately adjacent thereto to the east along East Wilson Bridge Road, the re-subdivision of Lots 21 and 22 of the Morris Addition (Greenwich Street East Subdivision), the parcel at 966 Proprietors Road created by Subdivision Without Plat (SWOP 02-05) approved September 6, 2005, and the lot at 54 W. Wilson Bridge Rd created by Subdivision (SUB 03-18) approved February 4, 2019. The boundaries of the above described Architectural District are additionally set forth on the map of the City which is attached to original Ordinance 44-2005 and made a part hereof.

SECTION 4. That notice of passage of the 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

Clerk of Council



NOT TO SCALE

BASIS OF BEARINGS: The bearings shown on this plat 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 FCGS 6658 and CIRCLEAZIMUTH. The portion of the north right-of-way line of West Wilson Bridge Road, having a bearing of North 86°55'15" West, is designated the "basis of bearing" for this plat.

IRON PINS: Iron pins where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

SURVEYED & PLATTED
BY



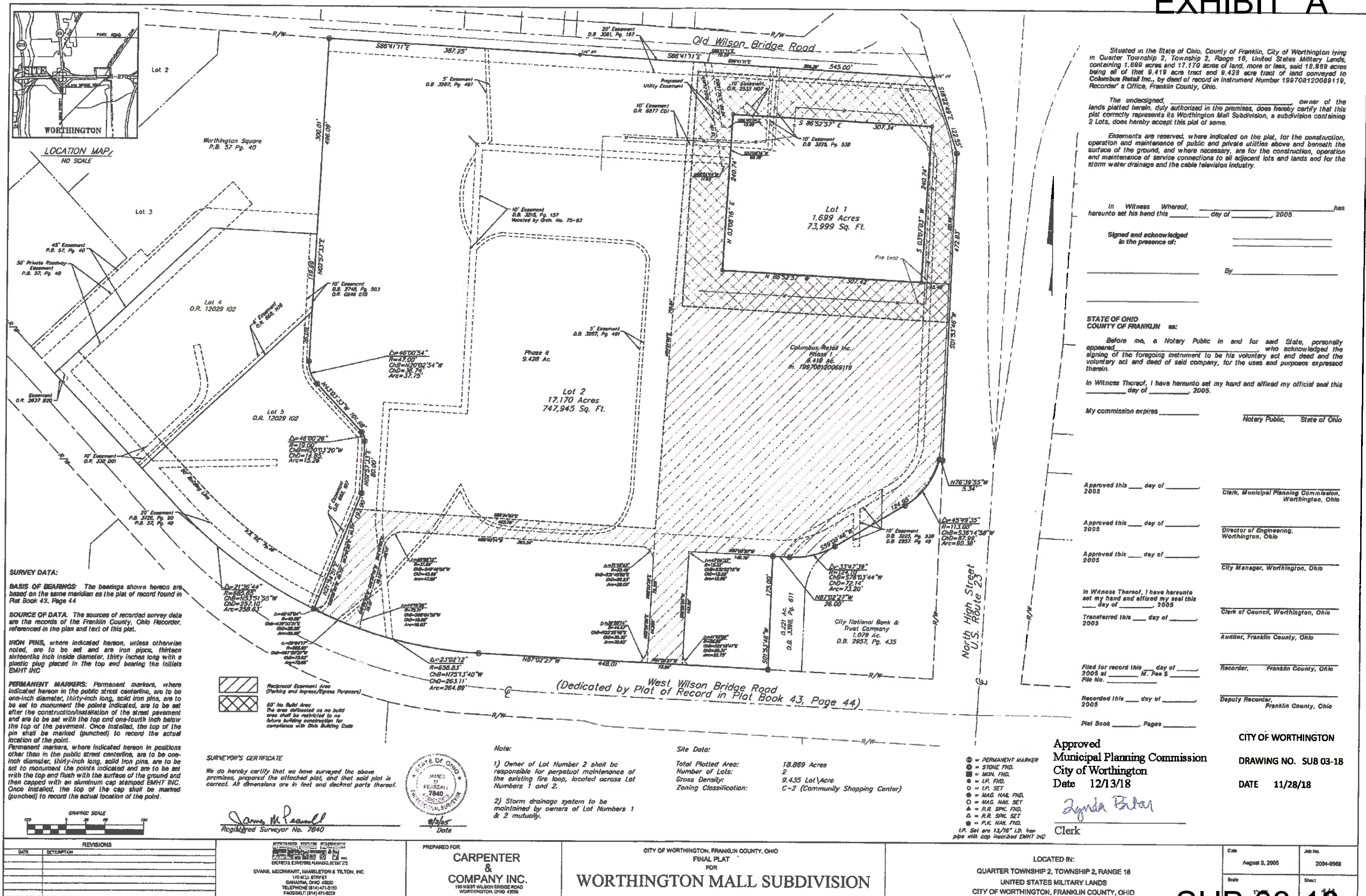
- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- ⊙ = Permanent Marker (See Survey Data)

By _____
Professional Surveyor No. 7865 Date _____

DATE 11/28/18

2

SUB 03-18





City of Worthington

SUBDIVISION APPLICATION

Case # SUB 03-18

Preliminary Plat

Fee \$150.00

Date Received _____

Action/Date _____

Final Plat

Fee \$100.00pd

Date Received 11/28/18

Action/Date _____

A. General Information 7227 N. High St. & 54 W. Wilson-

1. Property Location 150 WEST WILSON BRIDGE ROAD Bridge2. Zoning and Use SHOPPING CENTER / BANK3. Applicant Worthington Square Venture LLC - TOM CARTERAddress 2118 Coelle West Dr., Worthington, Ohio, 43095Home Phone 614-619-0797 Work Phone 614-619-07974. Property Owner Worthington Square Venture, LLCAddress 2525 REVERA BOULEVARD, SUITE 440, FORT WORTH, TEXAS, 76116Home Phone 614-619-0797 Work Phone _____5. Surveyor or Engineer EMMET - BROWN ENGINEERINGAddress 5500 NEW ALBANY ROAD, COLUMBUS, OHIO, 43054Phone 614-775-4390

B. Existing

1. Number of lots 1 2. Area 16.203

C. Proposed

1. Number of lots 2 2. Area 16.203 3. Dimensions _____4. Frontage YES 5. Utilities available? YES

PLEASE READ THE FOLLOWING STATEMENT AND SIGN YOUR NAME:

The information contained in this application and in all attachments is true and correct to the best of my knowledge. I further acknowledge that I have familiarized myself with all applicable sections of the Worthington Codified Ordinances and will comply with all applicable regulations.

[Signature]
Applicant (Signature)

11-9-18
Date

[Signature]
Property Owner (Signature)

11-9-18
Date

Approved
Municipal Planning Commission
City of Worthington
Date 12/13/18

[Signature]
Clerk

**Abutting Property Owners List for
7227 N. High St.**

Corporate Hill LLC	Triangle Real E 470 Old Worthington Rd., Suite 100	Westerville, OH 43082
Edwin D. Popper Tr.	539 Old Farm Rd.	Columbus, OH 43213
Ohio Automobile Club	90 E. Wilson Bridge Rd.	Worthington, OH 43085
McDonald's USA, LLC	2 Easton Oval, Suite 200	Columbus, OH 43219
Tsai & Chan LLC	15 W. 6th St., Suite 2400	Tulsa, OK 74119
Buca Di Beppo	60 E. Wilson Bridge Rd.	Worthington, OH 43085
Worthington Duchess LLC	7141 N. High St.	Worthington, OH 43085
Worthington Duchess LLC	447 James Parkway	Heath, OH 43056
He Hari Inc.	7007 N. High St.	Worthington, OH 43085
Tenant	130 Greenglade Ave.	Worthington, OH 43085
Andrew and Shellie Smith	1500 Glenn Ave.	Columbus, OH 43219
Tenant	140 Greenglade Ave.	Worthington, OH 43085
Insight Bank	150 W. Wilson Bridge Rd.	Worthington, OH 43085
City National Bank	50 W. Wilson Bridge Rd.	Worthington, OH 43085
The Kroger Co.	4111 Executive Parkway	Westerville, OH 43081
Kroger	60 W. Wilson Bridge Rd.	Worthington, OH 43085

November 29, 2018

Mr. R. Lee Brown
Director, Planning & Building Department
City of Worthington
374 Highland Avenue
Worthington, OH 43085

Subject: Shops at Worthington Place

Dear Mr. Brown,

Worthington Square Ventures LLC, owners of 150 West Wilson Bridge Road (formally occupied by Telhio Credit Union) is requesting the subdivision of this parcel along with any variances (yard, area, height, lot size, and frontage) necessary to allow for this action.

This parcel is "landlocked" between Chase Bank (long term owner), West Wilson Bridge Road, and the REA protected Kroger parking lot & property access drive along the west boundary.

It has been our experience over the last two (2) plus years that although we have had significant interest for this building, the interested parties want to own the parcel. Most freestanding tenants desire this ownership structure and we have had several top tier users pass for that reason. Additionally, the option of redeveloping this parcel is very limited due to the previously mentioned limitations imposed by Chase and Kroger.

We are pursuing this action with the desire of attracting a more stable and higher quality occupant consistent with the tenants we have attracted over the last 8 years.

This approval would be conditioned upon the preparation and City approval of an appropriate cross access and parking agreement.

Thank you for your consideration on this matter.

Tom Carter
Worthington Square Ventures LLC

7227 N. High St. & 54 W. Wilson Bridge Rd.





Item 6.A. Page 14 of 70

Item 6.A. Page 15 of 70



SUB-03-18

Brown, Lee

From: Ohm Patel <ohm.patel@thewitnessgroup.com>
Sent: Wednesday, December 12, 2018 4:15 PM
To: Brown, Lee
Subject: Worthington Mall Parcel Split

Hello Lee,

As the owner of the former Holiday Inn (He Hari, Inc.), I wanted to express my absolute support for the Worthington Mall land split proposition that is currently in front of the Planning Commission. As a long-standing business owner in Worthington, I don't envy the challenges that the mall development has had in years past. It is without a doubt, that the mall owners and the City will need to collaborate to think outside the box and deviate from normal practice in order for that development to sustain continued success.

Our parcel has the largest amount of frontage facing the mall and we feel that the parcel split at the mall is beneficial to the long-term development of our parcel, in that we need to have optimal synergy between both developments.

I believe Tom Carter has gone over and beyond to save the mall and bring national tenants to the mall property, which has only helped strengthen commerce within the City of Worthington. I ask for the Planning Commission and the City Council to support the Worthington Mall and its proposition for a partial split.

Thank you and if you have any questions at all please do not hesitate to contact me at anytime.

Regards,

Ohm Patel | Chief Executive Officer
T: 614-846-6600 Ext. 2001
www.thewitnessgroup.com

_____ ESET Endpoint Security _____

This email was scanned, no threats were found.

Detection engine version: 18534 (20181212)

<http://www.eset.com>

200608250169750
 Pgs: 49 \$404.00 T20060063597
 08/25/2006 3:32PM BXLAND AM
 Robert G. Montgomery
 Franklin County Recorder

RECIPROCAL EASEMENT AGREEMENT AND DECLARATION OF COVENANTS

THIS RECIPROCAL EASEMENT AGREEMENT AND DECLARATION OF COVENANTS (this "Agreement") is made and entered into as of the 24 day of August, 2006, by and between The Kroger Co., an Ohio corporation ("Kroger"), and Columbus Retail, LP, a Texas limited partnership, formerly known as Columbus Retail, Inc., a Texas corporation ("Developer").

INTRODUCTION

WHEREAS, Kroger is the owner of that certain tract of land (the "Kroger Parcel") situated in the City of Worthington, County of Franklin, and State of Ohio, described as "Parcel I" on the Site Plan attached hereto as Exhibit A and more particularly described by metes and bounds on Exhibit B attached hereto and made a part hereof; and

WHEREAS, Developer is the owner of those certain tracts of land located adjacent to Parcel I, described on the Site Plan (and referred to herein, respectively) as the "Mall Parcel," "Parcel III" and "Parcel IV" and more particularly described by metes and bounds on Exhibit C attached hereto and made a part hereof (the Mall Parcel, Parcel III, and Parcel IV are sometimes referred to herein, collectively, as the "Developer Parcels") (the Kroger Parcel and the Developer Parcels are sometimes referred to herein, individually, as a "Parcel" and collectively, as the "Parcels"); and

WHEREAS, the Parcels are contiguous to one another as shown on the Site Plan and subject to those encumbrances common to the Kroger Parcel and Developer Parcels as recorded in the Official Public Records of Franklin County, Ohio. The Parties intend to separately develop and operate their respective Parcels as separate parts of a shopping center plan as generally shown on the Site Plan.

In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the Parties to this Agreement hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Each reference in this Agreement to any of the following terms shall have the meaning set forth below:

"Common Area" means all areas of the Kroger Parcel and the Mall Parcel, exclusive of any building improvements, encompassing without limitation all those facilities within or upon such Parcels, intended for the nonexclusive use of Parties, Occupants and Users in common, including, but not limited to, Parking Areas, service areas, driveways, roadways, sidewalks and other pedestrian ways, areas containing structures used in connection with the maintenance of the Common Area, delivery areas, landscaped areas, signs and sign structures. ~~The Common Area~~

CONVEYANCE RECIPROCAL EASEMENT AGREEMENT AND DECLARATION OF COVENANTS - Page 1

EXEMPT

JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

NOT NECESSARY

AUG 25 2006

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

LandAm/Comm 10043 156273

**RECIPROCAL EASEMENT AGREEMENT
AND DECLARATION OF COVENANTS**

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WHEREAS, Developer is the owner of those certain tracts of land located adjacent to Parcel I, described on the Site Plan (and referred to herein, respectively) as the "Mall Parcel," "Parcel III" and "Parcel IV" and more particularly described by metes and bounds on Exhibit C attached hereto and made a part hereof (the Mall Parcel, Parcel III, and Parcel IV are sometimes referred to herein, collectively, as the "Developer Parcels") (the Kroger Parcel and the Developer Parcels are sometimes referred to herein, individually, as a "Parcel" and collectively, as the "Parcels"); and

WHEREAS, the Parcels are contiguous to one another as shown on the Site Plan and subject to those encumbrances common to the Kroger Parcel and Developer Parcels as recorded in the Official Public Records of Franklin County, Ohio. The Parties intend to separately develop and operate their respective Parcels as separate parts of a shopping center plan as generally shown on the Site Plan.

In consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the Parties to this Agreement hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Each reference in this Agreement to any of the following terms shall have the meaning set forth below:

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does not include the interior of the Worthington Mall or of any other building on the Shopping Center, if any.

"Developer Parcels" is defined in the Recitals to this Agreement.

"Environmental Laws" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, permits, authorizations, orders, policies or other similar requirements of any governmental authority, agency or court regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Clean Air Act; the Clean Water Act; the Toxic Substances Control Act and all state and local counterparts thereto.

"Existing Lease Rights and Restrictions" means all the current rights and interests of the following Occupants of the Shopping Center: Cheryl & Co., Omaha Steaks and Sugarbush.

"Hazardous Materials" means includes any substance, material, waste, pollutant, or contaminant that is or could be regulated under any Environmental Law or that may adversely affect human health or the environment, including, without limitation, any solid or hazardous waste, hazardous substance, asbestos, petroleum (including crude oil or any fraction thereof, natural gas, synthetic gas, polychlorinated biphenyls (PCBs), and radioactive material).

"Main Access Drive" means that portion of the paved driveways of the Shopping Center more particularly identified as the "Main Access Drive" on the Site Plan attached hereto as Exhibit A.

"Mall Parcel Owner" means the current owner of fee simple title to the Mall Parcel and its successors and assigns.

"No Build Area" means that portion of the Common Areas identified as the "No Build Area" on the Site Plan.

"Occupant" means any Person or Persons from time to time entitled to the use and occupancy of any portion of any Parcel within the Shopping Center under this Agreement or pursuant to any lease, license or concession agreement, or other instrument or arrangement under which the Occupant acquires a right to such use and occupancy. Occupant includes the officers, directors, employees, agents and independent contractors of such Persons.

"Parcel" means each separate Parcel of real property of the Shopping Center with regard to which fee simple title is separately owned by a Party. The initial Parcels are the Kroger Parcel and the Developer Parcels and such Parcels may not be subdivided by the respective Parties to create additional Parcels and no new Parcels may be added without the prior written consent of the Parties.

"Parking Area" means that portion of the Common Area on the Kroger Parcel and the Mall Parcel designated on the Site Plan for parking of motor vehicles, including, without limitation, incidental and interior roadways, walkways, curbs and landscaping within the areas

used for such parking, together with all improvements which at any time are erected thereon. Any enlargement of or addition to the Parking Area shown on the Site Plan shall be included in the definition of Parking Area for purposes of this Agreement.

"Party" means each of the Persons executing this Agreement, and their respective successors and assigns who are or become owners of fee simple title to all or any of the separate Parcels within the Shopping Center.

"Person or Persons" means any individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals, or any other form of business or legal entity.

"Quality Concept Store" means a full service supermarket, grocery or food store, including a bakery, delicatessen, dairy and meat market, offering fresh fruit and produce and other high quality fresh and frozen foods, food products and merchandise of a size and quality of other similar stores currently operating under the "Fresh Fare" or "Kroger Signature" names, but not any discount or warehouse-style grocery store.

"Shopping Center" means the Parcels shown on the Site Plan lying within the area identified on the Site Plan as the Shopping Center, including the Common Area, and being the aggregate of the Kroger Parcel and the Developer Parcels.

"Site Plan" means that certain Site Plan attached hereto as Exhibit A and incorporated herein by reference, as the same may be amended or modified by the parties hereto from time to time.

"Kroger Parcel" is defined in the Recitals to this Agreement.

"Users" means all Persons granted permission to utilize the easements granted herein, including, without limitation, Occupants, Parties, lessees, sublessees, tenants and concessionaires, and all of their employees and service people, licensees, invitees, customers, owners, contractors and agents.

1.2 Other Terms. Certain other terms have the meaning set forth for each such term in this Agreement.

ARTICLE 2 GRANT OF RECIPROCAL EASEMENTS

2.1 Common Area Easements. The Common Area may be used by the owners of the Parcels and their Users or Occupants for the following purposes related to the businesses and activities conducted in the Shopping Center:

2.1.1 Parking. Parking of motor vehicles by Users in Parking Areas.

2.1.2 Ingress and Egress. Ingress and egress by any Users and any motor vehicles of such Users to and from any portion of the Common Area and the private and public streets adjacent to the Common Area, subject to construction of reasonable curbing and other traffic control devices and in accordance with the requirements of Section 2.5 hereof. Notwithstanding anything contained herein, the Parties shall, at all times, maintain clear and unobstructed access from and on each Party's Parcel to the Main Access Drive between the Parking Areas within the Common Area and the traffic signal on West Wilson Bridge Road. In the event of paving or utility maintenance that would temporarily obstruct the Main Access Drive, the Party performing such maintenance shall cooperate with the other Parties to establish temporary lanes over the Shopping Center to facilitate ingress/egress from the Parking Area on the Kroger Parcel to the West Wilson Bridge Road traffic signal, each of which temporary lanes shall have a minimum width of thirteen (13) feet.

2.1.3 Public Utilities. Installation, maintenance and operation of all apparatus necessary to provide utility services to the Kroger Parcel and the Mall Parcel, including telephone, electricity, natural gas and storm and sanitary sewers, provided that such apparatus are, to the extent possible, constructed underground, at locations approved by the owner of the Parcel on which such utilities will be constructed in accordance with the requirements of Section 2.5 and Section 2.6 hereof. Any utilities and other apparatus shall be constructed and installed, to the greatest extent possible, solely on the Parcel benefiting from such utilities. No such utilities and appurtenances shall be constructed by one Party on the Parcel of another Parcel unless the same are constructed with the consent of the owner of the affected Parcel.

2.1.4 Pedestrian. Pedestrian traffic by Users between business establishments in the Shopping Center and between such building establishments and the Common Area and the adjoining streets.

2.1.5 Comfort and Convenience. Minor comfort and convenience facilities for Users, such as common mailboxes, newspaper dispensers, garbage cans (but no dumpsters), public telephones and benches, as each Party may from time to time deem appropriate to construct or permit to be constructed on its respective Parcel; provided, however, that (i) no such facilities materially interfere with, restrict or impede other uses of the Common Area provided for herein, (ii) the size, location, and number of such facilities to be located on the Kroger Parcel or the Mall Parcel must be approved by the owner of each such Parcel, and (iii) Kroger or the Occupant of the Kroger Parcel may place cart corrals and store grocery bascarts within the Parking Areas on the Mall Parcel for the convenience of its Users at the locations shown on the Site Plan. No changes may be made to the number, size and location of such cart corrals without the prior written approval of the Mall Parcel Owner, which approval shall not be unreasonably withheld or denied if the same does not materially impede or impair the use of the Parking Areas by other Occupants and Users and otherwise complies with applicable laws. Kroger and the Occupants of the Kroger Parcel shall use portions of the rear of the Kroger Parcel to locate a trash dumpster/compactor for use by the Occupant of the Kroger Parcel ("Kroger Dumpster") and to locate and maintain an electric transformer and utility pole ("Transformer"). The location of the Kroger Dumpster and Transformer shall be shown

on the Site Plan and may not be changed from that shown on the Site Plan without the written consent of Kroger and the Mall Parcel Owner. The Kroger Dumpster shall either be housed in an enclosed building or structure or otherwise completely screened from public view using landscaping or permanent fences of solid materials similar to the building materials approved by the Mall Parcel Owner which are architecturally compatible with the Shopping Center. The Kroger Dumpster and Transformer shall be located so as not to impair or interfere with the use of any Parking Area.

2.1.6 Temporary Construction Activity. Temporary construction, maintenance, repair, replacement, rearrangement and remodeling of buildings and improvements, landscaping (including, but not limited to, planter boxes and similar landscaping containers), pedestrian walkways and other improvements in the Common Area. All such work must be performed in compliance with the provisions of Section 2.5 hereof. In connection with work or construction performed within the Kroger Parcel or the Mall Parcel, incidental encroachment upon a Common Area may occur as a result of the use of ladders, scaffolding, storefront barricades and similar facilities resulting in temporary obstruction of portions of the Common Area, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work expeditiously pursued and does not unreasonably interfere with the construction or operation of the improvements on the other Parcel. The Common Area on one Parcel may not, without the consent of the owner of such Parcel, be utilized for ingress and egress of vehicles transporting construction materials and equipment and persons employed in connection with any work on another Parcel owned by another Party, nor for the storage of materials and vehicles being utilized in connection with such construction on such other Parcel. During demolition, construction and renovation of improvements on the Kroger Parcel and the Mall Parcel, (i) all construction vehicles shall enter and exit the Shopping Center only from Old Wilson Bridge Road at the locations shown on the Site Plan, and (ii) notwithstanding the foregoing, the Mall Parcel Owner shall permit the owner of the Kroger Parcel to use a portion of the Common Areas identified on the Site Plan as the "Temporary Construction Staging Area", on a temporary basis, as a construction staging area for the storage of construction materials and vehicles, subject to the provisions of Section 2.6 hereof and provided that (A) such temporary use by the owner of the Kroger Parcel shall not interfere with or impede access to and from and the use of the other Common Areas of the Shopping Center, (B) the owner of the Kroger Parcel recognizes that the "Temporary Construction Staging Area" is located near or adjacent to utility facilities which Mall Parcel Owner will need to access in connection with the renovation of the existing improvements on the Mall Parcel and Kroger hereby agrees that Kroger will, upon not less than 72 hours prior written notice to Kroger, remove such materials and/or other construction materials and vehicles as may be necessary to provide Mall Parcel Owner's contractor with sufficient access to remove, upgrade and replace such utility facilities, and (C) the owner of the Kroger Parcel shall, at its sole cost and expense, (1) maintain the construction staging area and the vicinity thereof (that may be impacted by such owner's use) in a clean, neat and safe condition at all times, removing therefrom, on a daily basis, all excess litter, trash, refuse, and waste material and debris, (2) cause its employees, agents and contractors to comply with all OSHA and other applicable federal, state and local safety requirements, (3) repair and

restore the construction staging area and the vicinity thereof (that may be impacted by such owner's use) to substantially the same condition in which it was immediately prior to such use by the owner of the Kroger Parcel, and (4) the temporary rights granted hereunder shall terminate automatically and without notice to either party hereto on the earlier to occur of (i) issuance of a final certificate of occupancy for the proposed Quality Concept Store on the Kroger Parcel and the date on which such Quality Concept Store is opened to the public, or (ii) the last day of the 24th calendar month following the date of this Agreement.

2.1.7 Service and Delivery Vehicles. Ingress, egress, and temporary parking of delivery and service vehicles traveling to and from the building improvements of the Shopping Center, over, upon, and across the Main Access Drive and other driveways and access ways, exits and entrances of each Parcel subject to future changes by the owner of each Parcel, and the public streets adjacent to the Shopping Center for the delivery of goods, wares, merchandise, furniture, fixtures, supplies and equipment, and the rendition of services to any Occupant; provided that (i) nothing herein shall prevent the exclusive use of any receiving or loading dock area situated on a Parcel by the owner thereof or its User or Occupant, and (ii) each Party, User and Occupant shall direct all delivery and service vehicles, trucks and trailers having a gross vehicle weight in excess of one (1) ton ("Large Delivery Trucks") to enter and exit the Shopping Center via the access ways and driveways located closest to the applicable loading docks or truck bays and to the rear access way connecting the Shopping Center and Old Wilson Bridge Road. Developer and Kroger agree that Kroger's and its business invitees' Large Delivery Trucks may enter the Shopping Center via the Main Access Drive and circumvent the improvements on the Kroger Parcel to the east of said improvements to gain access to its delivery areas. Developer and Kroger acknowledge that Large Delivery Trucks utilizing the loading docks for the improvements on the Kroger Parcel cannot exit to Old Wilson Bridge Road (because of insufficient turning area) via the existing curb cut access between the Shopping Center and Old Wilson Bridge Road located closest to the Kroger Parcel, as shown on the Site Plan, ("Closest Curb Cut"). Until such time as the Closest Curb Cut is relocated or reconfigured in a manner sufficient to permit such Large Delivery Trucks to exit the Shopping Center to Old Wilson Bridge Road, in accordance with customary traffic standards as reasonably determined by Developer's and Kroger's engineer, then, notwithstanding anything contained in the Agreement to the contrary, Kroger and its business invitees shall have the right to egress Large Delivery Trucks over the Mall Parcel to Wilson Bridge Road via such reasonable perimeter routes as the Mall Parcel Owner may establish from time to time on the Mall Parcel.

2.1.8 Drainage. Surface water drainage pursuant to existing drainage facilities within or affecting the Common Area; however, if the owners of the Mall Parcel or the Kroger Parcel desires to make any material change in the slope or grade of its Parcel, such Party shall submit to the other Party whose Parcel will be affected by such change, a grading plan for review and approval, which approval must be given if such change does not substantially increase the flow of water onto such Party's Parcel or substantially impede the drainage of water off of such Party's Parcel and the design and construction of the same otherwise complies with the other provisions and restrictions of this Agreement.

2.2 Grant of Easements by Parties. Each Party hereby grants to the other Parties nonexclusive easements to enter upon, have access to, and use the Common Area on each Party's Parcel for the benefit of the other Parcels, for the purposes set forth in Section 2.1 above.

2.3 Special Sign Easement and Rights.

(a) Building Signs. Kroger shall have the right to construct, use and maintain two identification signs on the South and East exterior walls of the building located on the Kroger Parcel, provided that the Mall Parcel Owner shall have the right to approve the design and color scheme for such identification signs, and any alterations or replacements thereto, and all such signs are constructed and installed by Kroger in compliance with all applicable laws.

(b) Pylon Sign. The Parties acknowledge that, as of the date of this Agreement, the Mall Parcel Owner has constructed a shopping center sign at the location set forth on the Site Plan (which sign, together with all modifications, alterations, and replacements thereto, if any, in accordance with subparagraph (c) below, is referred to herein as the "Pylon Sign"). The Mall Parcel Owner also hereby grants to the owner of the Kroger Parcel a right to install its sign facings on the Pylon Sign, subject to the following: (i) current users of the Pylon Sign and their successors and assigns (the "Existing Sign Occupants") may have a prior right or option to place signs on the Pylon Sign, or relocate existing signage if a higher position on the Pylon Sign becomes available, whether now or in the future, and any rights granted hereunder to the owner of the Kroger Parcel shall be subordinate and subject to such existing rights (as such rights may be assigned or transferred to successors and assigns of the Existing Sign Occupants), (ii) the Mall Parcel Owner shall not be required to make space available on the Pylon Sign for additional sign facings or displace or relocate any other signage on the Pylon Sign to provide the owner of the Kroger Parcel with available space or any particular space on the Pylon Sign or priority signage with respect the Shopping Center, and (iii) if and when the Mall Parcel Owner determines that a space has become (or will become) available on the Pylon Sign and the Existing Sign Occupants having a priority right to such available space elect not to use such space, the Mall Parcel Owner shall notify, in writing, the owner of the Kroger Parcel of the existence of such available space and the owner of the Kroger Parcel shall have fifteen (15) days after receipt of such notice of available space within which to notify, in writing, the Mall Parcel Owner of its intent to install its sign facing within the available space on the Pylon Sign. If the owner of the Kroger Parcel fails to respond to the Mall Parcel Owner within said 15-day period, the owner of the Kroger Parcel shall no longer have a priority option with respect to the available space and the Mall Parcel Owner shall have the right to offer the available space to another Occupant of the Shopping Center, free of the rights and interests of the owner of the Kroger Parcel. If the owner of the Kroger Parcel elects to install its sign facings on the Pylon Sign, it shall do so at its sole cost and expense and it shall reimburse the Mall Parcel Owner, prior to such installation, for its pro rata share of the cost of installation of the Pylon Sign incurred by the Mall Parcel Owner based on the ratio of the square footage of the owner of the Kroger Parcel's sign facings on the Pylon Sign to the total square footage of all sign facings on the Pylon Sign.

(c) Right to Modify and Replace Pylon Sign. Notwithstanding the foregoing, the Mall Parcel Owner hereby reserves the right, in its sole discretion, to repair, modify, alter, redesign, replace and/or reconstruct the Pylon Sign, and all existing sign facing thereon; provided that, (i) any modifications or replacements to the Pylon Sign will comply with applicable laws, and (ii) no such repair, modification, alteration, replacement or reconstruction of the Pylon Sign will impair or alter, in any way, the current rights of the Existing Sign Occupants to place or maintain signage on the Pylon Sign.

2.4 Use of Easements. Each easement granted herein will be used by the Parties as an appurtenance to and for the benefit of their respective Parcels and only for the purposes described herein.

2.5 Construction Work. All construction, alteration or repair work undertaken by any Party upon the Common Area of such Party's Parcel pursuant to any provision of this Agreement, must be accomplished on a commercially reasonable basis and only after the other party has been given at least seven (7) days prior written notice of such work, together with a schedule describing the scope of the work and the anticipated time required for completion of the same. The Party undertaking such work must take appropriate measures to minimize any disruption or inconvenience caused by such work to the other Parties and their Users in their use of the Common Area, and such Party must make on a commercially reasonable basis adequate provisions for the safety and convenience of all Occupants and Users of the Shopping Center. Dust, noise and other effects of such work must be controlled by the Party undertaking the work using appropriate methods customarily utilized in compliance with applicable law. The Party undertaking such work will repair at its own cost and expense any and all damage caused by such work and restore the affected portion of Common Area on the Parcel upon which such work is performed to a condition equal to or better than the condition existing prior to beginning such work) with particular care so as to minimize the impact upon traffic circulation within the Common Area and access of all Users to the various business establishments in the Shopping Center. Notwithstanding the foregoing, no Party may prohibit access to and from any Parcel or any parking spaces within the Parking Area (except on a temporary basis and during non-business hours as described below) without the consent of the other Parties hereto. If any access drive to any Parcel or any parking spaces within the Parking Area must be closed on a temporary basis to effectuate repairs or construction of improvements on any Parcel, the Party performing such repair or construction work shall endeavor to minimize the impact of such repair on construction work on the access to or use of the Parking Areas and shall provide at least seven (7) days prior written notice of such work to each of the other Parties hereto, together with a schedule describing the scope of the work and the anticipated time required for completion of the same.

2.5.1 Utility Connections. Any work performed by a Party to connect to, repair, relocate, maintain or install any storm drain, utility line, sewer line, water line, gas line, telephone conduits or any other public utility service to the Parcel must be performed so as to minimize interference with the provision of such services to any other Parcel and its Occupant. Any work of installation, alteration, replacement or repair of utility installations which requires interference with the paving in the Parking Area or driveways in the Common Area must be undertaken (i) with particular care so as to minimize the

impact upon traffic circulation within the Common Area and access of all Users to the various business establishments in the Shopping Center, and (ii) only after the other Party has been given at least seven (7) days prior written notice of such work, together with a schedule describing the scope of the work and the anticipated time required for completion of the same.

2.5.2 Emergency Work. Notwithstanding any other notice provision contained in this Section 2.5, in the event of the existence of an emergency condition which presents an imminent danger to any Occupant, any Party may undertake the necessary construction work to remedy the emergency condition on its Parcel, provided that the Party undertaking such work does so in good faith, gives notice thereof to the other Party upon the occurrence of the emergency condition or as soon thereafter as possible, and otherwise conforms to the applicable provisions of this Section 2.5. If access to, or a material portion of the parking spaces on, any Parcel will be impaired by any such construction work required to remedy the emergency condition, the Party performing such construction work shall use commercially reasonable efforts to provide, on a temporary basis, an alternative access route between the Parcels and alternative parking, as needed.

2.6 Utility Easements. The Parties must cooperate with one another and permit installation within the Common Area of any necessary utility and service lines, sanitary or storm water drainage sewers, water lines, telephone or electric conduits or lines, and all other public utilities intended to serve the Parcels and building improvements located thereon. Such utilities must:

- (a) not be located within 30 feet of any existing building improvements unless the Party owning the building improvements which will be affected otherwise agrees in writing or such utilities are located solely within an established and paved street right of way;
- (b) be constructed so as not to materially interfere with the overall development and operation of each Parcel by the Parties hereto;
- (c) be installed underground wherever reasonably and economically feasible (other than incidental surface structures such as phone pedestals and power transformers, which may in any event be installed above ground); and
- (d) otherwise conform to the applicable requirements of this Article 2.

All utilities for each Parcel will be separately metered or separately assessed from each other Parcel unless two or more Parcels are owned by the same Party, in which event such Parcels may be jointly assessed and metered.

2.7 Relocation of Utilities. At any time during the term of this Agreement, the owner of any Parcel burdened by a utility easement has the right, subject to compliance with the provisions of Sections 2.5 and 2.6, to relocate any utilities serving any other Parcel, if (i) such relocation is done at the sole cost and expense of the owner undertaking such relocation and, (ii) such relocation does not materially interfere with or increase the cost of providing utility services

to the Parcel benefited by such utilities. Each Party undertaking such relocation indemnifies and holds each other Party harmless from and against any actual product loss (including without limitation, spoilage or destruction of perishable food products) arising out of any outage or cessation of utilities as a result of such relocation. The foregoing indemnity does not apply to loss of profits or sales of a Party, Occupant, or User.

2.8 Indemnification By Parties. Each Party indemnifies, defends and holds the other Party harmless of and from any and all actual loss, cost, damage (excluding any punitive, exemplary, or consequential damages), injury or expense (including without limitation reasonable attorneys' fees) arising by reason of injury to or death of persons, damage to property or claims of liens for work or labor performed, materials or supplies furnished arising out of or in connection with use by the indemnifying Party of the easements granted hereunder or the exercise by such Party of the rights granted to it in this Agreement except for any loss, cost, damage, injury or expense attributable to the negligence or intentional act of the indemnified Party or its agents, employees or representatives.

ARTICLE 3 USE RESTRICTIONS AND OBLIGATIONS

3.1 Building Improvements.

3.1.1 Cooperation. Each Party agrees to cooperate reasonably with the other Party's request to obtain all necessary governmental approvals and subsequent requested modifications that are consistent with this Agreement, but such cooperating Party is not required to incur liability or out-of-pocket expense in so doing.

3.1.2 Quality of Construction. Pursuant to Section 3.10.2 hereof, the Mall Parcel Owner shall have the right to review and approve all plans and specifications (and all material changes thereto) relating to the demolition, construction and/or renovation of all existing building improvements on the Kroger Parcel in connection with the operation of the proposed Quality Concept Store and Pharmacy (as defined below). All construction must at all times must be of good quality construction and architectural design and in compliance with all laws. After completion of the initial renovation work on the Kroger Parcel, the owner of the Kroger Parcel shall make no changes or renovations to the exterior of the building improvements (or the areas immediately adjacent thereto) on the Kroger Parcel without the consent of the Mall Parcel Owner, which consent shall not be unreasonably withheld. No such changes or renovations may expand the total square footage of such improvements or require additional parking on or access to, or further burden in any respect, the use by any Party or Occupant of the Common Area or the other Parcels in the Shopping Center. After completion of construction of the initial building improvements, any exterior remodeling or exterior reconstruction work undertaken on any of the buildings on the Kroger Parcel and the Mall Parcel must conform in all material respects to exterior design concepts approved by the owners of such Parcels, as the same may from time to time be modified, so that, unless otherwise approved, the exterior of all such buildings (e.g., exterior elevations and color) must continue to be architecturally and aesthetically compatible and harmonious with the other buildings on such Parcels. Except for the foregoing and subject to the restrictions of Section 3.1.4

hereof regarding the No Build Area, the Mall Parcel Owner may demolish, renovate, expand or reconstruct, in whole or in part, any building improvements situated on the Mall Parcel without the consent of the owner of the Kroger Parcel unless such construction work would require a variance of the zoning ordinances of the City of Worthington.

3.1.3 Height Restrictions. Any building or appurtenant structure to be constructed after the date of this Agreement on the Kroger Parcel must not extend upward more than forty (40) feet above the surface of the Common Area adjacent to such building (not including architectural roof treatments, antennas, roof-mounted mechanical equipment, and clock and elevator towers). Further, any building or appurtenant structure to be constructed after the date of this Agreement on the Mall Parcel must not extend upward more than forty (40) feet above the surface of the Common Area adjacent to such building (not including architectural roof treatments, antennas, roof-mounted mechanical equipment and decorative features).

3.1.4 No Build Area. No building or appurtenant structure may be constructed after the date of this Agreement within any of the No Build Area, as shown on the Site Plan, without the prior written consent of Kroger and the Mall Parcel Owner.

3.2 Parking Area. There must be maintained at all times within the Common Area, the Parking Area as shown on the Site Plan, as the same may be changed or modified from time to time by the Mall Parcel Owner without any material adverse impact to the use of the Kroger Parcel for its intended purpose; provided, however, that any changes or modifications to the Parking Area which reduces the number of parking spaces (except on a temporary basis as may be permitted under this Agreement) or changes the location of the streets and driveways therein, may not be made without the consent of the Mall Parcel Owner and Kroger, which consent may not be unreasonably, withheld, conditioned or delayed. Changes or modifications made by or on behalf of the Mall Parcel Owner in connection with the periodic maintenance, repair and replacement of landscaping, irrigation systems, sidewalks and/or curb cuts within the Parking Area in compliance with the requirements of this Agreement shall not require the approval or consent of Kroger. Moreover, there must be maintained at all times within the Parking Area of the Common Area, a sufficient number of parking spaces to comply with any minimum off-street parking requirements established by applicable zoning codes or governmental ordinances.

3.3 No Walls, Fences or Barriers. Subject to the provisions contained in Section 2.5 concerning construction activities, no walls, fences or barriers of any sort or kind will be constructed or erected on the Parcels, or any portion thereof, by any Party which prevents or impairs the use or exercise of any of the easements granted herein, or the free access and movement on the Common Area by the Occupants and Users, including without limitation pedestrian and vehicular traffic between the various Parcels; but curb stops and other reasonable traffic controls, including without limitation traffic lights and stop signs, directional barriers and parking stops, as may be necessary to guide and control the orderly flow of traffic, may be installed so long as the Main Access Drive is not closed or blocked and the traffic circulation pattern of the Common Area, as shown on the Site Plan, is not materially affected. Each Party further reserves the right to close off any portion of the Common Area of such Party's Parcel for reasonable periods of time (not to exceed one (1) day per calendar year, on December 25th, or

another day on which the Occupant of the Kroger Parcel is not open for business, or such other day as may be acceptable to the Occupant of the Kroger Parcel) as may be legally necessary to prevent the acquisition of prescriptive rights by the public to such Parcel. Prior to closing off any portion of the Common Area, as herein provided, such Party must give written notice to each other Party of its intention to do so, and coordinate such closing with the other Party so that no unreasonable interference in access to the other Parcel occurs.

3.4 Lighting. Unless otherwise agreed to by the Parties, each Party hereby covenants and agrees to keep the Common Area on its Parcel fully illuminated with adequate lighting facilities each day on which any Occupant is open for business to the public from dusk until at least 1:00 A.M. ("Standard Lighting Hours"). All costs incurred by the Maintenance Director, on behalf of any Party hereunder, in maintaining adequate lighting during Standard Lighting Hours shall be deemed part of the Common Area Expenses and be reimbursed by the other Parties hereto in accordance with Section 4.5 hereof. If any Party desires that the Common Area on any Parcel remain fully illuminated after the Standard Lighting Hours, such Party may request, in writing, that the Maintenance Director provide extended illumination (for such period of time between 1:00 A.M. and dawn as may be requested) and the Party requesting such extended illumination shall reimburse the Maintenance Director for any additional costs incurred to maintain such extended illumination in accordance with Section 4.5 hereof. The orientation of the lighting fixture and the pattern of light created shall be so designed so as to avoid glare or light intrusion into a public way, street or adjacent real property. All exterior illumination shall comply with the requirements, if any, of the City of Worthington.

3.5 Certain Promotions. Notwithstanding the provisions of this Agreement, any Party or Occupant may conduct store openings and sales promotions only on the sidewalks directly in front of such Party's or Occupant's space and only if (a) such Party or Occupant provides at least seven (7) days prior written notice to Developer (and the owner of the Parcel on which such promotion will occur if not Developer) describing the scope/nature of the promotion, the estimated duration of such promotion, and the Parking Areas, if any, impacted by such promotion and (b) all such promotions (i) are conducted in good taste, adhering to the standards of a first-class shopping center of the Worthington, Ohio area, (ii) do not materially interfere with the use of, access to, or the visibility of the entrance to the building of any other Occupant of any Parcel, (iii) do not materially impede or interfere with access or circulation of Users within the Common Area or the use by Users of the Common Area, and (iv) are of such duration and of such frequency and number so as not to unduly interfere with the operations of each Party's Parcel within the Shopping Center. Notwithstanding the foregoing, the Occupant of the Kroger Parcel may store firewood and live, seasonal plants (but not food or other grocery items) on the front (South) sidewalk in front of the Quality Concept Store on the Kroger Parcel (as shown on the Site Plan) for sale to the public.

3.6 Prohibited Uses; Compliance with Environmental Laws. No part of the Shopping Center shall be used for the following purposes: (i) the operation of a pawnshop; payday loan business; massage parlor; sexually-oriented business such as, but not limited to, adult or x-rated movies or video sales, theater or rental facility, nude modeling studio, lounge or club featuring nude or semi-nude entertainers or escort service; adult or x-rated book store or similar store selling or exhibiting pornographic books, magazines and other materials, as a substantial part of its business (as opposed to adult literature that may be incidental to the operation of a full-line

national or regional bookstore such as Barnes & Noble, Borders and the like); discotheque or dance hall; bar or nightclub which derives 40% or more of its gross sales from the sale of alcoholic beverages; gun range; off track betting or other gambling or gaming establishment (except incidental sales of state lottery tickets); any business which sells illicit drug paraphernalia; any business or use (other than a restaurant, bakery or similar food services establishment) which emits offensive odors, fumes, dust or vapor, or constitutes a public or private nuisance, or emits loud noise or sounds which are objectionable and outside the ordinary course of business, or which create a fire, explosive or other hazard; or (ii) to conduct thereon a so-called "flea market" or other operation selling used goods or to conduct any fire, auction or bankruptcy sales or operate a "wholesale" or "factory outlet" store, a cooperative store, a "second hand" store, a "job lot," "liquidator," or "surplus" store or a store commonly referred to as "discount house" or for the overnight parking or storage of campers, mobile homes, boats or motor homes, other than when such parking or storage is an integral part of the regular business conducted at the Shopping Center. No Party or Occupant shall place or permit any radio, television, loud-speaker or amplifier on the roof or outside the improvements in the Shopping Center or where the same can be seen or heard from outside said improvements or in the Common Area, or solicit business or distribute leaflets or other advertising material in the Common Area. No Party or Occupant of the Shopping Center shall use, handle, store, discharge or dispose of any Hazardous Materials in or about the Common Areas in violation of any Environmental Laws.

3.7 Restrictions Affecting Developer Parcels.

3.7.1 Grocery Store Use Restriction. During the term of this Agreement and except as noted herein, no portion of the Developer Parcels shall be used for the operation of (i) a full service supermarket or grocery (that is, any food store which includes therein a bakery, delicatessen, dairy and meat market, fresh fruit and produce market, and other departments offering for sale for off-premises consumption a variety of fresh and frozen foods, food products and merchandise), or (ii) a food store or food department for the sale of groceries, meats, fish, produce, dairy products, bakery goods, or any of them, for off-premises consumption, provided that the foregoing restrictions ("Grocery Use Restriction") shall not:

(a) prevent the sale of such products as an incidental part of a business so long as the total number of square feet devoted to the permanent display for the sale of such products does not exceed five percent (5%) of the total square footage of the building improvements in which such products are sold or five hundred (500) square feet, including, in either case, one-half (1/2) of the aisle space adjacent to any display area, whichever is smaller; and

(b) prevent or restrict in any way the rights and interests of any Occupant of the Developer Parcels arising under the Existing Lease Rights and Restrictions; and

(c) prevent the operation of a donut or bagel shop (such as Einstein Bagel Brothers and Dunkin Donuts) or coffee shop selling donuts, bagels and other bakery items (such as Starbucks and Caribou Coffee) if the total number of square feet devoted to the permanent display for the sale of such baked goods and similar bakery products

does not exceed five percent (5%) of the total square footage of the building improvements in which such products are sold or five hundred (500) square feet, including, in either case, one-half (1/2) of the aisle space adjacent to any display area, whichever is smaller; and

(d) prevent any portion of any of the Developer Parcels from being used as a restaurant and/or cafe or fast-food restaurant devoted to on-premises dining (which restaurant, cafe and/or fast-food restaurant may also sell food for off-premises consumption or offer for sale coffee, bagels, doughnuts and other pastries, ice cream, yogurt, pizza, candy or other similar items for either on-premises or off-premises consumption, so long as the total number of square feet devoted to the permanent display for the sale of bakery goods does not exceed five percent (5%) of the total square footage of the building improvements in which such products are sold or five hundred (500) square feet, including, in either case, one-half (1/2) of the aisle space adjacent to any display area, whichever is smaller); and

(e) prevent any portion of the any of the Developer Parcels from being used as an ice cream or yogurt parlor or store (excluding, however, any ice cream store selling pre-packaged ice cream for off-premises consumption in quantities materially exceeding the quantities typically sold from Baskin & Robbins ice cream stores).

The foregoing Grocery Use Restriction shall cease to be in force and effect if the Occupant of the Kroger Parcel ceases to operate a Quality Concept Store on the Kroger Parcel for a period of ninety (90) consecutive days after completion of construction of said Quality Concept Store on the Kroger Parcel and the commencement of business operations therein, except when such failure is caused by Excused Delays or reconstruction or repair due to fire or other casualty to such Quality Concept Store, unless the Occupant of the Kroger Parcel confirms to Developer, in writing, within said ninety (90) day period that Occupant intends to reopen and operate a Quality Concept Store ("Notice Regarding Grocery Operations") and said Occupant thereafter reopens and operates a fully-stocked and staffed Quality Concept Store within sixty (60) days after receipt by Developer of Occupant's Notice Regarding Grocery Operations. If, after reopening and operating the Quality Concept Store, the Occupant of the Kroger Parcel ceases again, at any time within the twenty four (24) month period following such reopening, to operate a Quality Concept Store on the Kroger Parcel for a period of ninety (90) consecutive days (except when such failure is caused by Excused Delays or reconstruction or repair due to fire or other casualty to such Quality Concept Store), the foregoing Grocery Use Restriction shall cease to be in full force and effect, immediately and without the need for notice to the owner or Occupant of the Kroger Parcel. If the owner or Occupant of the Kroger Parcel fails to comply with the provisions of Section 3.6 hereof and such failure continues after the giving of notice and expiration of applicable cure periods required under Section 8.1 hereof, then Developer may, without limitation of the foregoing rights and remedies or any other rights and remedies available to Developer under this Agreement, elect to terminate, immediately, the foregoing Grocery Use Restriction, effective upon delivery of written notice to the owner of the Kroger Parcel. If Developer exercises its rights under this Section 3.7.1, the same shall in

no way prevent the concurrent or subsequent exercise of any other appropriate rights or remedies arising under Section 3.10 of this Agreement.

3.7.2 Pharmacy Use Restriction. During the term of this Agreement and except as noted herein, no portion of the Developer Parcels shall be used for a pharmacy requiring the services of a registered pharmacist ("Pharmacy"), provided that the foregoing restriction ("Pharmacy Use Restriction") shall not (i) prevent the sale of over the counter drugs, medications and similar health and beauty products which do not require the services of a registered pharmacist to dispense and sell the same, and (ii) prevent or restrict in any way the rights and interests of any Occupant of the Developer Parcels arising under the Existing Lease Rights and Restrictions. The foregoing Pharmacy Use Restriction shall cease to be in force and effect if the Occupant of the Kroger Parcel ceases to operate a Pharmacy on the Kroger Parcel for a period of sixty (60) consecutive days after completion of construction of said Pharmacy on the Kroger Parcel and the commencement of business operations therein, except when such failure is caused by Excused Delays or reconstruction or repair due to fire or other casualty to such Pharmacy, unless the Occupant of the Kroger Parcel confirms to Developer, in writing, within said sixty (60) day period that Occupant intends to reopen and operate a Pharmacy ("Notice Regarding Pharmacy Operations") and said Occupant thereafter reopens and operates a fully-stocked and staffed Pharmacy within sixty (60) days after receipt by Developer of Occupant's Notice Regarding Pharmacy Operations. If, after reopening and operating the Pharmacy, the Occupant of the Kroger Parcel ceases again, at any time within the twenty four (24) month period following such reopening, to operate a Pharmacy on the Kroger Parcel for a period of sixty (60) consecutive days (except when such failure is caused by Excused Delays or reconstruction or repair due to fire or other casualty to such Pharmacy), the foregoing Pharmacy Use Restriction shall cease to be in full force and effect, immediately and without the need for notice to the owner or Occupant of the Kroger Parcel. If the owner or Occupant of the Kroger Parcel fails to comply with the provisions of Section 3.6 hereof and such failure continues after the giving of notice and expiration of applicable cure periods required under Section 8.1 hereof, then Developer may, without limitation of the foregoing rights and remedies or any other rights and remedies available to Developer under this Agreement, elect to terminate, immediately, the foregoing Pharmacy Use Restriction, effective upon delivery of written notice to the owner of the Kroger Parcel.

3.7.3 Parking Ratio; Restricted Parking Area. Developer will maintain at all times within the Shopping Center a parking ratio of at least 3.75:1 (i.e., a minimum of no less than 3.75 parking spaces for each one thousand (1,000) square feet of leaseable floor area in the Shopping Center) (herein, the "Minimum Parking Ratio"). If at any time during the term of this Agreement, the actual number of parking spaces in the Shopping Center falls below the Minimum Parking Ratio (other than because of any temporary reduction due to paving, utility maintenance, or the construction, repair or maintenance of any improvements in accordance with this Agreement), then the following restrictions shall apply to the portion of the No Build Area identified as the "Restricted Parking Area" on the Site Plan until such time as the parking ratio for the Shopping Center again equals or exceeds the Minimum Parking Ratio:

(a) Developer shall not consent to or authorize in the Restricted Parking Area (i) any use of the Restricted Parking Area by patrons or employees of any Occupant of the Shopping Center (other than Kroger and the Occupant of the Kroger Parcel) for parking, storage of vehicles, equipment or materials, promotions, exhibits, outdoor sales or other events, displays or signage (other than necessary traffic and directional signage), the erection of any buildings, structures, kiosks, food facilities or other improvements (other than replacements or substitutions for any existing landscaping and other site improvements) or (ii) any use of the Restricted Parking Area which would interfere with the rights of Kroger and the Occupant of the Kroger Parcel herein.

(b) Kroger shall have the right to (i) limit parking in the Restricted Parking Area during the hours of 8:00 a.m. to 8:00 p.m. ("Parking Restriction Period") to a maximum of ninety (90) minutes (the "Maximum Parking Time") and (ii) install, at Kroger's expense, appropriate signage in the Restricted Parking Area indicating the Maximum Parking Time and to monitor and enforce such limit on parking. Kroger shall have the right to designate or change the Maximum Parking Time in the Restricted Parking Area, but in no event shall the Maximum Parking Time be less than sixty (60) minutes without Developer's prior written consent. The Parking Restriction Period may be modified upon the written agreement of both Kroger and Developer, which agreement may be given or withheld in their sole discretion. Kroger shall have the right to monitor and enforce (including by towing of violating cars) such limit on parking in the Restricted Parking Area.

3.7.4 Use Restrictions Affecting Mall Parcel. During the Use Limitation Period (as defined in Section 3.10.1 hereof), the following restrictions (the "Mall Parcel Use Restrictions") will apply to and be binding upon the Mall Parcel Owner and each Occupant of the Mall Parcel:

Without the prior written consent of Kroger:

(a) No portion of the Mall Parcel may be used for the operation of a retail clothing business which derives a substantial portion of its gross income from the sale of overstock, late season or deep discount clothing items (such as, "TJMaxx" and "Marshall's"); and

(b) No more than fifty percent (50%) of the leaseable square footage of the improvements on the Mall Parcel may be leased to any so-called "big box" retail operators (which, for purposes of this Section means any User or Occupant of 50,000 square feet or more of contiguous space within the improvements on the Mall Parcel such as, a "Best Buy," "Circuit City," "PetsMart," and "Office Max").

The foregoing Mall Parcel Use Restrictions shall (i) terminate automatically, without notice to either Party hereto, upon the expiration of the Use Limitation Period, and (ii) terminate, at the election of the Mall Parcel Owner, immediately upon written notice to Kroger, if Kroger fails to comply with the provisions of Section 3.10.1 hereof and such

failure continues after the giving of notice and expiration of applicable cure periods required under Section 8.1 hereof.

3.8 Developer Parcels. Except as expressly set forth in this Agreement, no Party shall have the right to approve or disapprove the construction, renovation or repair of any building improvements on any of the Developer Parcels not owned by such Party, and Kroger and its successors and assigns, hereby agree not to oppose any proposal for a zoning amendment or variance which may be submitted by the owners or Occupants of the Developer Parcels for the construction, renovation or repair of any building improvements on the Developer Parcels. Kroger specifically acknowledges and agrees that Developer may elect to construct building improvements on the portion of the Shopping Center identified as "Parcel IV" on the Site Plan. Developer agrees that no portion of the Improvements on the Mall Parcel or said Parcel IV shall be leased to any Occupant for the operation of a bowling alley, health or fitness club or movie theater if the main point of ingress and egress for the Occupant or its customers to such Improvements would front on or face the No Build Area.

3.9 Bank Parcel. The Parties acknowledge that, as of the date of this Agreement, no Party currently owns fee title to the approximately 1.0 acre parcel of real property, or the improvements currently located thereon, situated at the Northwest corner of the intersection of North High Street and West Wilson Bridge Road (the approximately boundaries of which are shown on the Site Plan) (herein, the "Bank Parcel"). As of the date of this Agreement, certain building improvements have been constructed on the Bank Parcel ("Existing Bank Building"). By execution of this Agreement, each Party acknowledges that the rights granted to the other Parties hereunder are subject to such rights and interests, if any, that the owners, tenants, occupants, guests, licensees or invitees of the Bank Parcel (collectively, the "Bank Parcel Parties") may now have to utilize the Common Areas for parking or vehicular or pedestrian ingress and egress to and from the Bank Parcel and the other Parcels. If any Party hereto acquires fee title to the Bank Parcel or the Existing Bank Building thereon, then from and after the date of acquisition of the Bank Parcel or the Existing Bank Building, as applicable, by such Party, the following restrictions shall apply unless the same are waived, in writing, by Kroger and the Mall Parcel Owner: (i) except for the Existing Bank Building, no building or appurtenant structure constructed on the Bank Parcel by any Party hereto may extend upward more than thirty-six (36) feet above the surface of the ground area which surrounds such building (not including architectural roof treatments, antennas, roof-mounted mechanical equipment, and clock and elevator towers); and (ii) any Party who becomes the fee owner of the Bank Parcel shall not thereafter enter into any oral or written agreement with any of the Bank Parcel Parties with the intent to expand or broaden any easement, license, right or interest of any of the Bank Parcel Parties in existence on the date of this Agreement, or grant any new easement, license, right or interest in favor of any of such Bank Parcel Parties, in either case, as to the use of the Common Areas by any of such Bank Parcel Parties for parking or ingress and egress to and from the Bank Parcel and the Shopping Center and any public street.

3.10 Restrictions Affecting Kroger Parcel.

3.10.1 Permitted Uses; Use Limitation Period. During the ten (10) year period commencing on the date of this Agreement ("Use Limitation Period"), neither the owner nor any Occupant of the Kroger Parcel may use the Kroger Parcel for any purpose other

than the operation of a Quality Concept Store and/or Pharmacy, and such other uses as Developer, its successors or designated assigns, approves in writing which approval may be denied for any reason in Developer's sole discretion ("Permitted Uses"). The foregoing restriction regarding Permitted Uses shall (i) terminate automatically, without notice to either Party hereto, upon the expiration of the Use Limitation Period, and (ii) terminate, at the election of the owner of the Kroger Parcel, immediately upon written notice to Developer, if Developer fails to comply with the provisions of Section 3.6 or Section 3.7.4 hereof and such failure continues after the giving of notice and expiration of applicable cure periods required under Section 8.1 hereof.

3.10.2 Restrictions Regarding Construction or Renovation. No improvements shall be constructed or renovated on the Kroger Parcel without the prior consent of the Mall Parcel Owner. The owner of the Kroger Parcel shall submit to the Mall Parcel Owner exterior elevation and architectural plans for all improvements to be constructed on the Kroger Parcel for review and approval by the Mall Parcel owner. The Mall Parcel Owner shall have fifteen (15) days after receipt of the exterior elevations and architectural plans to notify the owner of the Kroger Parcel of any objections to, or approval of, such plans. If the Mall Parcel Owner fails to respond to the owner of the Kroger Parcel within such fifteen (15) day period, then such exterior elevations and architectural drawings shall be deemed to be approved for all purposes. Any approval by the Mall Parcel Owner concerning architectural compatibility shall not be deemed to be a warranty or a representation by the Mall Parcel Owner respecting the materials or workmanship to be furnished.

3.10.3 Required Improvements. Reference is hereby made to that certain Site Development Agreement between Developer and Kroger (the "Site Development Agreement") regarding the construction of certain improvements on the Mall Parcel and Kroger Parcel. Subject to the provisions of the Site Development Agreement, Kroger covenants and agrees to construct certain improvements on the Kroger Parcel pursuant to plans and specifications approved by Developer in accordance with the Site Development Agreement (herein, the "Required Improvements") and to open in such Required Improvements (i) a Quality Concept Store, and (ii) a full service Pharmacy.

3.10.4 Repurchase Option. So long as the restrictions on Permitted Uses remains in effect hereunder, if the owner or Occupant of the Kroger Parcel either (i) ceases the operation on the Kroger Parcel of a Quality Concept Store (or the operation on the Kroger Parcel of any other business, whether or not such business may constitute a Permitted Use hereunder) for a period of ninety (90) consecutive days at any time after completion of construction of said Required Improvements on the Kroger Parcel and the commencement of business operations therein, except when such failure is caused by Excused Delays or reconstruction or repair due to fire or other casualty to such Required Improvements, or (ii) defaults in its obligations under the Site Development Agreement to timely commence and complete construction of the Required Improvements, then the Mall Parcel Owner shall have the right and option ("Repurchase Option"), to repurchase the Kroger Parcel and all improvements and fixtures thereon (collectively, the "Kroger Property"), upon the terms and conditions set forth herein. The Repurchase Option must be exercised, if at all, by delivery from the Mall Parcel Owner to Kroger of written notice

of such owner's intent to exercise the Repurchase Option (the "Exercise Notice"), which Exercise Notice must be delivered on or before the date which is 120 days after receipt by the Mall Parcel Owner of written notice from Kroger to the Mall Parcel Owner confirming that Kroger has ceased the operation on the Kroger Parcel of a Quality Concept Store (the "Exercise Period"). If Kroger fails to deliver notice, in writing, to the Mall Parcel Owner that Kroger has ceased the operation of a Quality Concept Store on the Kroger Parcel ("Cessation Notice"), the Exercise Period shall continue and not expire until the earlier of (i) 120 days after receipt by the Mall Parcel Owner of the Cessation Notice, or (ii) the expiration of the Use Limitation Period. The Repurchase Option shall terminate automatically upon the expiration of the Exercise Period.

3.10.5 Repurchase Closing. The closing for the repurchase of the Kroger Property (the "Repurchase Closing") shall be held at the offices of a title company mutually acceptable to the Mall Parcel Owner and Kroger, on a date designated by the Mall Parcel Owner to occur no later than thirty (30) days after final determination of the Repurchase Price, as provided herein. At the Repurchase Closing:

(a) Kroger shall deliver to the Mall Parcel Owner a limited warranty deed and bill of sale, in form reasonably acceptable to the Mall Parcel Owner (provided that the forms of deed and bill of sale used to transfer title to the Kroger Parcel and appurtenant rights from the Mall Parcel Owner to Kroger shall be deemed acceptable, subject to such revisions as may be required to conform to applicable law), conveying the Kroger Property to the Mall Parcel Owner or its assignee, free and clear of all liens and encumbrances, subject only to title exceptions shown on the limited warranty deed executed by the Mall Parcel Owner and transferring title to the Kroger Parcel to Kroger or such other exceptions as may be acceptable to the Mall Parcel Owner ("Permitted Exceptions");

(b) The Mall Parcel Owner will pay to Kroger, in readily available funds, the Repurchase Price, as adjusted pursuant to subparagraph (f) below;

(c) Kroger will, at its sole cost and expense, deliver to the Mall Parcel Owner an ALTA Form B, 1970 (last revised 1984) owner's policy of title insurance (other such form as may be available for use in the State of Ohio as of the Repurchase Closing if such form is not then available) in the amount of the Repurchase Price, subject only to the Permitted Exceptions approved by the Mall Parcel Owner;

(d) Kroger will assign and deliver to the Mall Parcel Owner (1) all construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, appraisals and/or other reports or data covering or relating to the Kroger Property which are in Kroger's possession or which may be obtained by Kroger without additional expense; (2) all of Kroger's right, title and interest in and to all warranties, guaranties and indemnities relating to the Kroger Property and all claims thereunder; (3) all of

Kroger's right, title and interest in and to all approvals, permits, licenses and/or applications of any kind or nature which have been issued by or which are on file with any governmental agencies, departments or authorities with respect to the Kroger Property, including without limitation, all zoning approvals, subdivision approvals, special permit approvals, site development permits, building permits and/or certificates of occupancy; (4) all water, wastewater, electric, gas, cable television, telephone and other utility service rights, permits and/or applications relating to or benefitting the Kroger Property, including, without limitation, all utility taps, utility commitments and/or utility meters; (5) all of Kroger's right, title and interest in and to all off-site water lines, wastewater lines and other lines, facilities or improvements of any kind or nature which provide water, wastewater, electric, natural gas, cable television, telephone and other services to the Kroger Property and all rights of reimbursement for expended costs or costs to be incurred in the future arising from or relating to any such improvements; and (6) all intangible property of any kind or nature owned or held by Kroger appurtenant to the Kroger Parcel, including without limitation, all indemnities or claims which Kroger may have with respect to the Kroger Parcel (but excluding any personal property, trade fixtures, inventory, cash or accounts receivable of Kroger related to the operation of Kroger's business at the Kroger Parcel);

(e) Kroger shall deliver to the Mall Parcel Owner exclusive possession of the Kroger Property unless otherwise agreed to by the Mall Parcel Owner in the Mall Parcel Owner's sole and absolute discretion; and

(f) all expenses (including real and personal property taxes, general assessments and utility charges) relating to the Kroger Property will be prorated between the Mall Parcel Owner and Kroger as of the date of the Repurchase Closing. Kroger shall pay all transfer taxes and the cost of the title insurance policy identified above.

3.10.7 Determination of Repurchase Price. The term "Repurchase Price" as used herein shall mean the fair market value of the Kroger Property as agreed to by the Mall Parcel Owner and Kroger. In the event the Mall Parcel Owner and Kroger are unable to agree upon the Repurchase Price within thirty (30) days after delivery to Kroger of the Exercise Notice, then the Repurchase Price shall be determined by appraisers in the following manner:

(a) The value to be determined by the appraisers hereinafter referred to shall be the fair market value of the Kroger Property, in fee simple as of the Appraisal Date (hereinafter defined) in question, unoccupied and unencumbered by any leases but including the value of all improvements, and unencumbered by any monetary liens and encumbrances (including any construction loan or other financing obtained by Kroger encumbered by a mortgage or other lien on the Kroger Property, all of which liens and encumbrances will be paid by Kroger at the Repurchase Closing); and the appraisal shall be made in accordance with the usual and normal appraisal methods in use at the time the appraisals hereinafter mentioned are made.

(b) The Mall Parcel Owner shall appoint in writing an appraiser to represent the Mall Parcel Owner and Kroger shall appoint in writing an appraiser to represent Kroger, and each party shall notify the other of such appointment, not later than ten (10) days after the date of expiration of the said 30-day period commencing on delivery of the Exercise Notice (such date of expiration being called the "Appraisal Date"). Any appraiser so appointed hereunder (whether by a party hereto or by an appraiser so appointed, as hereinafter provided) shall have an office in the County in which the Kroger Property is situated, shall have at least five years experience as a real estate appraiser in the County in which the Kroger Property is situated, and shall be a member of the American Institute of Real Estate Appraisers or a similar organization of recognized national standing, with an M.A.I. or equivalent designation.

(c) The two appraisers so appointed shall promptly meet and attempt to agree on a valuation. The determination of the value of the Kroger Property by the two appraisers shall be final and binding on both the Mall Parcel Owner and Kroger. If the two appraisers fail to agree upon a valuation, not later than forty-five (45) days after the Appraisal Date, they shall appoint a third appraiser not later than sixty (60) days after the Appraisal Date, but if they are unable to agree upon a third appraiser within such time, then they shall in lieu thereof each select the names of two willing persons qualified to be appraisers hereunder and from the four persons so named, one name shall be drawn by lot by a representative of the Mall Parcel Owner in the presence of a representative of Kroger, and the person whose name is so drawn shall be the third appraiser. If either of the first two appraisers fails to select the names of two willing, qualified appraisers and to cooperate with the other appraiser so that a third appraiser can be selected by lot, as aforesaid, the third appraiser shall be selected by lot from the two appraisers which were selected by the other appraisers for the drawing.

(d) The third appraiser so selected shall immediately proceed to appraise the value of the Kroger Property, and the average valuation determined by all three appraisers shall be final and binding on both the Mall Parcel Owner and Kroger as the value of the Kroger Property on the Appraisal Date in question. In the event, however, that the value of the Kroger Property determined by any one or more of the three appraisers varies by more than fifteen percent (15%) from the average valuation determined by all three appraisers, then the determination of such appraiser or appraisers (whose appraisal varied by more than 15%) shall be discarded for all purposes hereof and the average valuation determined by the remaining appraiser(s) shall be final and binding on both the Mall Parcel Owner and Kroger.

(e) The appraisers selected hereunder shall deliver a signed detailed and complete written report on their appraisals, or the average of the three appraisals, as the case may be, to the Mall Parcel Owner and Kroger, which report shall be completed and delivered not later than ninety (90) days after the Appraisal Date. The fees of all appraisers shall be shared equally by the Mall Parcel Owner and Kroger. Any vacancy in the office of the first appraiser shall be filled by the Mall Parcel Owner and any vacancy in the office of the second appraiser shall be filled by Kroger. If either party fails to fill

any vacancy within fifteen (15) days after such vacancy occurs, then such vacancy shall be filled by the other party, and any vacancy in the office of the third appraiser shall be filled by the first two appraisers in the manner specified above for the selection of a third appraiser.

(f) If no final determination of the fair market value of the Kroger Property has been made by the appraisers within ninety (90) days after the Appraisal Date in question, the Mall Parcel Owner or Kroger may file suit in any court having jurisdiction to determine the matter by declaratory judgment or otherwise, and upon the assumption of jurisdiction by the court for determination of the matter, by entry of any preliminary or other order so reciting, the authority of the appraisers shall terminate, no determination by them having been made, and they shall not have authority thereafter to make any determination, but the determination shall then be made by that court and that suit.

(g) If the Mall Parcel Owner or Kroger commence any action to contest the validity or enforcement of the provisions of this Section 3.10.7, then the amount of the Repurchase Price which is subsequently determined to be payable by the Mall Parcel Owner to Kroger shall be adjusted by an amount equal to the interest which would accrue on the Repurchase Price, as of the date of commencement of such legal action until paid at a rate per annum equal to the lesser of (i) the maximum rate per annum permitted to be charged for interest on commercial loans in the State of Ohio, or (ii) twelve (12) percent. If the Mall Parcel Owner commences such action, the Repurchase Price payable by the Mall Parcel Owner to Kroger shall be *increased* by the amount of such interest. If Kroger commences such action, the Repurchase Price payable by the Mall Parcel Owner to Kroger shall be *reduced* by the amount of such interest.

ARTICLE 4 MAINTENANCE AND REPAIR

4.1 Utilities and Signs. Each Party is obligated to maintain, service and repair:

(a) any utility lines, services or facilities (referred to in this Section 4.1 as "Utility Lines") situated on that Party's Parcel unless (a) such Utility Lines are contained within an easement dedicated to and accepted by a quasi-municipal corporation or other utility or governmental agency acceptable to each Party whereby such quasi-municipal corporation or other utility or governmental agency assumes such maintenance, service and repair obligation, or (b) such Utility Lines are required by subsection (b) below to be maintained, serviced and repaired by another Party; and

(b) any Utility Lines situated on the Parcel of another Party, the benefits of which, however, are used solely by that Party unless such Utility Lines are contained within an easement dedicated to and accepted by a quasi-municipal corporation or other utility or governmental agency acceptable to each Party whereby such quasi-municipal corporation or other utility or governmental agency

assumes such maintenance, service and repair obligation; and

(c) any sign and sign structure erected on the Party's Parcel; and

(d) without regard for which Party would otherwise be required to perform such maintenance, service or repair, any damage to the Utility Lines and Signs on a Party's Parcel caused by the act or negligence of another Party or its servants, employees or independent contractors.

Any maintenance and repair performed by a Party on a Parcel owned by another Party is subject to the insurance and indemnity provisions of Article 6 hereof and is performable only after fourteen (14) days' notice to the grantor of the easement of the intention of the grantee of the easement to do such work (except in the case of any emergency, whereupon the work may be initiated immediately). Any such work must be done without cost or expense to the grantor of the easement, after normal business hours whenever possible and otherwise in such manner as to cause as little disturbance in the use of the affected Parcel as may be practicable under the circumstances. Any Party performing or causing to be performed maintenance work hereunder agrees to pay promptly all costs and expenses associated therewith, to diligently complete such work on a commercially reasonable basis, and to promptly clean the area and restore the affected portion of the Common Area to a condition which is equal to or better than the condition which existed prior to the beginning of such work. It shall constitute a default hereunder by any Party performing work on the Parcel owned by another Party if the Party performing such work on another Parcel (i) fails to cause any liens related to such work and encumbering such other Party's Parcel to be released or removed within sixty (60) days after the filing of such lien (or earlier if required by the holder of any mortgage encumbering such other Party's Parcel to cure a default or potential default under such mortgage which does or may result from the existence of such lien), or (ii) fails to pay or discharge any claim for payment arising in connection with such work on such other Party's Parcel, unless such claim is being disputed in good faith and the Party disputing payment of such claim has furnished to the other Party a cash deposit reasonably satisfactory to the other Party, or an indemnity bond satisfactory to the other Party with a surety reasonably satisfactory to the other Party, in the amount of the disputed claim plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith or required by the other Party to 'bond around' or 'insure around' such disputed claim (or in the statutory amount, in the case of a bond authorized by statute), to assure payment of the matters under contest and to prevent any sale or forfeiture of the Parcel, or any part thereof, made subject to the lien.

4.2 Building Improvements. Each Party covenants and agrees to maintain and keep the building improvements and any outside sales areas located on its Parcel or any portion thereof in reasonably good condition and state of repair, and in compliance with all laws, rules and regulations, orders and ordinances of the governmental agencies exercising jurisdiction there over and the other provisions of this Agreement. Such maintenance and upkeep of all building improvements shall include, without limitation, (a) painting, (b) maintaining the structure, including, but not limited to the roof and downspouts, (c) keeping the fascade in good repair, (d) keeping windows clean and in good repair, (e) maintaining exterior doors and door operators, if

applicable, (f) keeping any exterior light fixtures on the building operational and in good repair, (g) maintaining any delivery areas in good repair, and (h) maintaining any exterior service pipes and lines. Each Party further agrees to store all trash and garbage in adequate containers maintained in a neat and clean condition, to keep such containers at the rear of all buildings, to shield such containers in such a way that they will not be readily visible from the Parking Area or the streets, and to arrange for regular removal of such trash and garbage at its sole cost and expense. Nothing contained in this Section 4.2 is construed to obligate any Party to rebuild in the event of any substantial damage or destruction to any building on its Parcel caused by casualty or eminent domain. Also, nothing contained in this Section 4.2 or other provisions of this Agreement obligate any Party to maintain the building improvements on the another Party's Parcel.

4.3 Common Area. Subject to the provisions of Section 4.5 below, each Party covenants and agrees to cause to be maintained and kept, at its cost and expense, those portions of the Common Area located on its Parcel in good condition and state of repair, and in compliance with all laws, rules and regulations, orders and ordinances of governmental agencies exercising jurisdiction thereover and the provisions of this Agreement. In the event that, at any time during the term of this Agreement, there are portions of a Party's Parcel upon which no building has been constructed, or from which existing buildings have been razed and not replaced, the Party owning such Parcel (and the Occupant thereof, if any) must maintain such Parcel in a safe, neat and attractive condition free of debris, and must take necessary and appropriate measures to prevent and control dust upon and from such Parcel, which may include use of gravel, grass, ground cover or the sealing of the ground surface. All costs associated with the requirements of this Section 4.3 must be paid by the Party owning the affected Parcel. The foregoing provisions shall not apply to the Parking Area, which Parking Area must be paved and maintained at all times in accordance with the requirements of this Agreement.

4.4 Standard of Maintenance. The standard of maintenance for the Common Area to be followed by the Parties must be substantially comparable to the standards of maintenance followed in other first-class retail real estate developments of comparable size in the Northwest Franklin County, Ohio area. The maintenance and repair obligations include, but are not limited to, the following:

(a) Maintaining all paved surfaces of the Common Area in a smooth and evenly covered condition, which maintenance work includes, without limitation, cleaning, sweepings, restriping, repairing and resurfacing (using surfacing material of a quality equal or superior to the original surfacing material);

(b) Removal of all papers, debris, filth, refuse, ice and/or snow from paved Parking Areas and sidewalks or appurtenant paved areas, and sweeping the Common Area to the extent necessary to keep the Common Area in a first-class, clean and orderly condition;

(c) Placing, keeping in repair and replacing any appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing when necessary such parking

lot lighting facilities as may be reasonably required;

(e) Maintaining adequate exterior lighting in accordance with the requirements of Section 3.4 hereof;

(f) Maintaining all landscaped areas, repairing automatic sprinkler systems or water lines in the Common Area and making replacement of shrubs and other landscaping as necessary;

(g) Cleaning, maintaining and repairing of all sidewalks; and

(h) Complying with all laws, rules and regulations, orders and ordinances of governmental agencies exercising jurisdiction over the Common Area and the other provisions of this Agreement related to the Common Areas.

4.5 Maintenance Director.

4.5.1 Commencement. Notwithstanding the provisions of Section 4.3 above, commencing on the date of this Agreement, the Mall Parcel Owner (referred to in this Section 4.5 as the "Maintenance Director") agrees to maintain the Common Area within the Kroger Parcel and the Developer Parcels in accordance with the standards established in Section 4.4.

4.5.2 Reimbursement. Each owner of a Parcel is obligated to pay for its proportionate share of all Common Area Expenses incurred by the Maintenance Director in connection with the performance of the maintenance and insurance obligations described in this Section 4.5. The term "proportionate share" means, as to each Parcel, a percentage based on the ratio of (i) the square footage of all building improvements on such Parcel to (ii) the total square footage of all improvements on all Parcels. The term "Common Area Expenses" shall mean all costs and expenses reasonably attributable to the repair and maintenance of the Common Area to the standards set forth in Section 4.4 of this Agreement except that the Maintenance Director may not include any miscellaneous charges in the Common Area Expenses unless (1) the charges are supported by copies of all invoices and other documentation reasonably necessary to evidence the work performed and the payment made therefor, and (2) the charges do not include (a) any portion of the Maintenance Director's costs associated with or related to expenditures which typically would be capitalized, as opposed to expensed, or those which add value to the Common Area rather than returning the Common Area to its prior condition, or (b) any single expenditure exceeding \$15,000 for which the Maintenance Director has not obtained the prior written approval of the other Parties hereto responsible for reimbursement of any portion thereof. Insurance costs and costs related to the removal of trash from each Occupant's trash dumpster shall be the sole responsibility of the owner or Occupant of each Parcel and shall not be included in the Common Area Expenses. Costs incurred for the provision of any electric, water, sewer or other utility services to the Common Areas shall be billed by the Maintenance Director at the rate charged to the Maintenance Director for such services by the applicable utility service provider, without increase thereto. Costs incurred by the Maintenance Director to

illuminate the Common Areas after Standard Lighting Hours shall be the sole responsibility of the Party or Occupant requesting such additional illumination and shall not be included in the Common Area Expenses but shall be billed separately and payable by the responsible Party to the Maintenance Director within thirty (30) days after submission of a separate bill therefor.

4.5.3 Budget; Billing. On or before November 30th of each calendar year, the Maintenance Director will submit to each Party a proposed budget of the anticipated Common Area Expenses for the following calendar year for the review and approval of all Parties, which approval may not be unreasonably withheld or delayed. Each Party shall review the proposed budget and submit to the Maintenance Director, in writing, their approval or disapproval of the same, stating with specificity the reason for any objections thereto. Thereafter, the Maintenance Director and each Party shall cooperate with one another, in good faith, to agree upon a final budget by no later than end of said calendar year; provided, however, that if the Parties are unable to agree upon a budget for any subsequent calendar year, the budget for the current calendar year shall be used by the Maintenance Director until such time as the Parties agree upon a new budget. Upon approval by all Parties, the final budget shall be the budget adopted for use during the next calendar year. The Maintenance Director will bill (the "Billing") the Parties monthly in advance for their proportionate share of the total Common Area Expenses incurred in the applicable calendar year, based upon the final approved budget. Within ninety (90) days after the end of each calendar year (or sooner, but not more than twice per calendar year, if the Maintenance Director determines that the amount of uncontrollable Common Area Expenses [such as, and not by way of limitation, costs of snow removal and utilities] will exceed the budget therefor), the Maintenance Director will submit to each Parcel owner an itemization of the Common Area Expenses and state the calculations used to compute the sum assessed to each owner. In the event such itemization indicates an underpayment by the Parcel owners, each Parcel owner will pay to the Maintenance Director its proportionate share of such underpayment within thirty (30) days after the receipt of the itemization. In the event the itemization indicates an overpayment by the Parcel owners, the Maintenance Director must credit such overpayment to the next Billing. The Maintenance Director, if requested, forthwith will furnish written evidence of payment of an expense and make the records relating to the Common Area Expenses available for audit during regular business hours.

4.5.4 Right to Cure. If the Maintenance Director fails to repair or maintain the Common Area in accordance with Section 4.4, above, on a commercially reasonable basis, any Party will be entitled to perform such obligations for the Common Area on such Party's Parcel and to bill the other Party in accordance with this Section 4.5.4 for its proportionate share of the reasonable costs incurred in the performance of such obligations or to deduct such costs from any sums owed to the Maintenance Director, provided that, except in the case of an emergency, such owner first notifies the Maintenance Director and each Party of the default and the Maintenance Director fails to perform the obligation within twenty (20) days after receipt of notice or a longer period of time if such obligation cannot be completed within such 20-day period.

ARTICLE 5 TAXES; MECHANIC'S LIENS

5.1 Payment of Taxes. Each Party agrees to pay or cause to be paid directly before delinquency all real property taxes and other general and special taxes and assessments which may be levied or assessed against its Parcel (including without limitation, any tax or assessment directly attributable to any interest created by this Agreement), and any and all real property taxes and other special taxes and assessments levied or assessed against that portion of the Common Area lying within each Party's respective Parcel (herein collectively referred to as the "Taxes").

5.2 Contest of Taxes. Each Party may contest (or allow to be contested), at no cost and expense to any other Party and by appropriate proceeding, the validity, applicability and/or amount of any Taxes. Any such contested Taxes must be paid, however, prior to the time when the affected Parcel can be subjected to sale under any applicable law pursuant to a proceeding which may result in impairment of the rights created hereunder or termination of any provision hereof as applied to any Parcel.

5.3 Liens. Each Party agrees to keep its Parcel free from any and all liens arising out of any work performed, materials furnished or obligations incurred by it. Each Party must, within thirty (30) days after the date of receipt of notice of the filing of any such lien, pay the lien claim in full, unless such Party desires to contest any such lien claim. Any Party so contesting may record a bond of a responsible corporate surety in such amount as may be required to release the lien from the Parcel owned by the contesting Party. The Party contesting the lien agrees to pay and fully discharge any such claim of lien within five (5) days after entry of final judgment adverse to such Party in any action to enforce or foreclose the same, which judgment will be considered final when it can be enforced by execution or judicial sale; however, no such judgment will be considered final for the purposes hereof during the pendency of a stay of execution in effect in connection with an appeal.

ARTICLE 6 INDEMNITY; INSURANCE AND CASUALTY

6.1 Indemnity. Each Party hereby indemnifies, defends and holds each other Party and the Occupants of the other Parcels harmless from and against any and all claims, expenses, liabilities, actual losses, actual damages (excluding any punitive, exemplary, or consequential damages), and actual costs, including reasonable attorneys' fees, and any judgments, proceedings and causes of action in connection therewith, incurred in connection with, arising from, due to or as a result of the death of any Person or any accident, injury, actual loss or actual damage, howsoever caused, to any Person or property as may occur in or about each Party's respective Parcel, except (i) claims resulting from the negligence or willful act or omission of the indemnified Party or any Occupant of any such indemnified Party's Parcel, or the agents, servants or employees of such indemnified Party, wherever the same may occur, and (ii) claims released under Section 6.6 hereof, but only to the extent of such release.

6.2 Public Liability Insurance. Each Party must at all times during the term hereof maintain or cause to be maintained comprehensive general liability insurance, issued on a 1986

or newer ISO policy form (as amended or updated from time to time), covering the Common Area located on such Party's Parcel, insuring against the risks of bodily injury, property damage and personal injury liability with respect to the Common Area located on such Parcel, and providing contractual liability coverage for the indemnity obligation contained in Section 6.1, with a limit not less than \$5,000,000.00 per occurrence. Each such policy shall be written on an "occurrence" basis by a company rated at least A/VII by A.M. Best, apply all coverage limits on a "per location" basis, and whether by endorsement or otherwise:

- (a) delete any employee exclusion on personal injury coverage;
- (b) include employees as additional insureds;
- (c) provide for blanket contractual coverage, broad form property damage coverage and products completed operations coverage;
- (d) delete any liquor liability exclusions; and
- (e) provide for coverage of employers automobile non-ownership liability.

The other Parties will be named as an additional insured thereunder and such insurance will be primary and non-contributory, will be for severability of interests, provide that an act or omission of one of the insureds or additional named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to the insured or other additional named insureds. Notwithstanding the foregoing, no Party will be required to obtain or maintain insurance in any amount or covering any risk that exceeds the amount or is beyond the scope of insurance generally maintained with respect to first class shopping centers in the Worthington, Ohio area.

6.3 Property Insurance. Each Party must carry property insurance with respect to the improvements located on its Parcel through extended coverage policies, insuring all risks of physical loss including fire, lightning, vandalism and malicious mischief endorsements, with coverage in an amount of not less than the full replacement cost thereof (excluding foundations and excavations). The loss, if any, covered by such insurance must be paid to the owner of the insured Parcel, unless payment of all or a portion of said insurance is required to be made to a mortgagee, deed of trust beneficiary or leaseback lessor, as its interest may appear. Each Party will have the power to adjust and settle any loss with its insurer.

6.4 Other Insurance Requirements. Any policy required by this Agreement to be maintained by a Party hereunder may be maintained under a so-called "blanket policy" or an "umbrella liability form" insuring other parties and other locations so long as the amount of insurance required to be provided hereunder is not thereby diminished. In addition, if a Party so elects, it may self-insure and in such event it will not be required to comply with the requirements of Article 6 but, such Party must have and maintain a net worth of One Hundred Million Dollars and 00/100 (\$100,000,000.00) or more or a market capitalization of One Billion Dollars and 00/100 (\$1,000,000,000.00) as a condition to such Party's right to self-insure. Any policy of insurance required to be carried by a Party under this Article 6 must provide that such policy may not be canceled or modified without at least thirty (30) days' prior written notice to the other Parties. Each Party must furnish to the other Parties on or before the effective date of

any policy of insurance required to be carried under this Article 6, a certificate thereof stating that such insurance is in full force and effect, that the premiums therefor have been paid, that the other Parties have been named additional insureds, where required, and that such insurance may not be canceled or modified without at least thirty (30) days' prior written notice to the other Parties. To self-insure as provided hereinabove, such self-insuring Party must evidence in writing to the other Parties that the self-insuring Party or its parent has the current net worth shown above, such evidence to be by annual audited financial statements plus quarterly financial statements. The Party receiving the financial statements agrees to keep the contents thereof confidential and to not disclose same to any third party without the prior written consent of the other Parties.

6.5 Mutual Release. Each Party for itself, and to the extent it is legally possible for it to do so, on behalf of its insurer and without affecting the coverage provided by insurance required to be maintained by any Party hereunder, hereby releases and waives any right to recover against the other Party from any liability and indemnity under the provision of this Agreement for: (i) damages for injury to or death of persons, (ii) any loss or damage to property, including without limitation the property of any Party, Occupant or User located upon or in the Shopping Center, (iii) any loss or damage to buildings or other improvements in the Shopping Center or the contents thereof, (iv) any other direct or indirect loss or damage caused by fire or other risks, or (v) claims arising by reason of any of the foregoing, to the extent that such damages and/or claims under (i) through (v) are (A) covered (and only to the extent of such coverage) by insurance required to be obtained by each Party hereunder or, if any Party elects to self-insure in accordance with this Agreement, or (B) ordinarily covered by the provisions of the most current form ISO property (building and personal property) insurance policy covering all insurable property against loss or damage by fire, lightning, windstorm, explosion, hail, tornado and such additional hazards as are presently included in special form (also known as "all-risk" or "causes of loss – special form") coverage in an amount not less than 100% of the full replacement cost, including the cost of debris removal, without deduction for depreciation. **NO PARTY WILL BE LIABLE TO ANY OTHER PARTY FOR SUCH LOSS OR DAMAGE, REGARDLESS OF THE EXTENT OF NEGLIGENCE ON THE PART OF SUCH PARTY WHICH MAY HAVE CONTRIBUTED TO SUCH LOSS OR DAMAGE.** The provisions of this Section 6.5 are intended to restrict each Party and Occupant (as permitted by law) to recovery against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. Each Party must, to the extent such insurance endorsement is available, obtain or cause to be obtained, for the benefit of the other Parties, at its own expense a waiver of any such right of subrogation which the insurer of such Party may acquire against the other Parties by virtue of the payment of any such loss covered by such insurance.

ARTICLE 7 CASUALTY; CONDEMNATION

7.1 Damage or Destruction. In the event of any damage to or destruction of any building on a Parcel from any cause whatsoever, the affected Party may, at its sole option and expense, either (i) commence to repair, restore, or rebuild and complete the same with due diligence in accordance with the applicable requirements of this Agreement, (ii) raze and demolish such building or improvement (or such part thereof that has been damaged or

destroyed), clear the affected area of all debris and thereafter comply with the applicable requirements of Section 4.3 with respect to clear areas, or (iii) commence to accomplish any combination of subsections (i) and (ii) of this Section 7.1 as such Party may deem appropriate. In the event that any part of the Common Area is destroyed or damaged by fire, casualty or force majeure, the owner of the affected Parcel, at its sole expense, forthwith shall clear and restore such area.

7.2. Condemnation as to Common Area or Improvements. In the event that any part of the Common Area or Improvements is condemned, the award attributable to the Improvements or Common Area so condemned shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Area. The owner of the affected Parcel, at its sole expense, forthwith shall restore such Improvements or Common Area as much as practicable to comply with the requirements of Section 4.3. Any award on account of a condemnation on the Improvements or Common Area first shall be used in the restoration of same, and any claim to the award made by a Parcel owner or its tenant or licensee hereunder shall be expressly subject and subordinate to its use in such restoration. The term "condemnation" as used herein shall include all conveyances made in anticipation or lieu of an actual taking.

7.3 Distribution of Condemnation Award. Any award of compensation or damages, whether obtained by agreement or by judgment, verdict or order in a legal proceeding resulting from a taking of any Parcel, or any portion thereof, by exercise of right of condemnation or eminent domain or resulting from a requisitioning of any Parcel, or a portion thereof, by military or other public authority for any purpose arising out of a temporary emergency or other temporary circumstance must be distributed in accordance with the terms of the agreement, or judgment, verdict, or order made in the proceedings. In the event of any sale of any Parcel or any portion thereof under threat of condemnation, such Parcel or portion thereof will for all purposes be deemed to have been "taken" as that term is used in this Article 7, and the net amount of the price received therefor after deduction of the expenses of the sale borne by the Party of the Parcel taken will be deemed to constitute an "award" as that term is used herein. Nothing herein shall be construed to give any Parcel owner an interest in any award or payment made to another Parcel owner in connection with any taking or any transfer in lieu thereof affecting said other owner's Parcel or giving the public or any government any rights in said Parcel.

7.4 Interests Affected. Nothing contained in this Article 7 shall entitle any Party, or its successors in interest, to share in any award made to any other Party whose Parcel is taken, other than as provided in Section 7.3 hereof and to the extent an award is made for the interests of each Party created by this Agreement in the Parcel taken. Nothing in this Section shall prevent a tenant from making a claim against a Parcel owner pursuant to the provisions of any lease between such tenant and such Parcel owner for all or a portion of any such award or payment made to such owner.

ARTICLE 8

RIGHTS UPON DEFAULT

8.1 Legal and Equitable Relief. Except as set forth below and in Section 4.5.5 hereof, if any Party or Occupant fails to comply with the covenants and restrictions of this Agreement or defaults in the performance of any of its obligations under this Agreement (such Party is referred to herein, as the "Defaulting Party"), then the non-defaulting Parties, and each of them, shall have the right, but not the obligation, upon the expiration of thirty (30) days' prior written notice to the Defaulting Party and to any lessee and mortgagee of the Defaulting Party of whom the Party delivering the notice of default has received written notice, to prosecute any proceedings at law or in equity against such Defaulting Party or any other Person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover only actual damages for any such violation or default. Notwithstanding the foregoing, if any such default arises due to a violation of the provisions of Section 3.6 hereof, the non-defaulting Parties may not exercise any rights and remedies hereunder unless any one or more of the non-defaulting Parties shall have first notified the Defaulting Party, in writing, of the occurrence of such default or violation, whereupon the Defaulting Party shall have a period of no less than thirty (30) days after receipt of notice of such default or violation to take affirmative action to correct or remedy such default or violation; provided, however, that if such default or violation cannot be cured within the initial 30-day period and such Defaulting Party has instituted curative action within such original 30-day period and thereafter diligently pursues same, the Defaulting Party shall have such additional, reasonable period of time, not to exceed 120 days, within which to effect a cure of such default or violation). The remedies available under this Section 8.1 include, by way of illustration but not limitation, suits for actual damages, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for specific performance of this Agreement.

8.2 Costs of Cure. All costs and expenses reasonably incurred by any Party to cure a default of a Defaulting Party under the provisions of Section 4.5.5 or Section 8.1 hereof and all reimbursements owed by any Party to the Maintenance Director pursuant to Section 4.5 hereof, shall accrue interest thereon from the date incurred or due until the date paid in full, at the lesser of (a) the maximum interest rate allowable by applicable law, or (b) the lower of (i) three percent (3%) per annum above the "prime rate" announced from time to time by Bank of America, N.A. or any successor thereto (whether or not it shall make loans at a lower rate), or (ii) eighteen percent (18%) per annum. All costs and expenses of any proceedings at law or in equity, including reasonable attorneys' fees awarded to any Party by an order of court pursuant to Sections 8.1 and 8.3 hereof, will be assessed against and paid by the defaulting or violating Party.

8.3 Liens. All (i) costs and expenses incurred pursuant to Section 4.5.5 above, (ii) reimbursements owed to the Maintenance Director in accordance with Section 4.5 hereof, and (iii) damages incurred as a result of breaches of this Agreement after the expiration of curative periods and obtaining a final judgment, shall constitute a lien against the Defaulting Party's Parcel. The Lien will attach and take effect only upon recordation of notice of claim (as to amounts payable under Section 4.5.5 and Section 4.5) or judgment in the county wherein the Parcel is situated, by the Party making the claim. The claim of lien must include the following: (a) the name of the lien claimant; (b) a statement concerning the basis for the claim of lien and identifying the lien claimant as a non-defaulting Party; (c) the identification of the owner or reputed owner of the Parcel; (d) a description of the Parcel against which the lien is claimed; (e)

a description of the work performed or damage suffered which has given rise to the claim of lien and a statement itemizing the amount thereof; and (f) a statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the date, volume and page of recordation of this Agreement. The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the Party against whom the lien is claimed, by personal service or by mailing pursuant to Section 12.9 hereof. Each lien so claimed attaches from the date of recordation of the notice of the claim or judgment and may be enforced or foreclosed by a suit to judicially foreclose the lien under the applicable provisions of Ohio law.

8.4 Waiver and Remedies; Cumulative. Except as expressly provided in this Agreement, including Section 3.5 and Section 6.5 above, no waiver by any Party of any default under this Agreement will be effective or binding on such Party unless made in writing by such Party and no such waiver will be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default will affect any other default or cover any other period of time other than any default, or period of time, or both, specified in such express waiver. One or more written waivers of any default under any provision of this Agreement will not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement. All of the remedies permitted or available to the Parties under this Agreement or at law or in equity will be cumulative and not alternative, and invocation of any such right or remedy will not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy; provided, however, that foreclosure of a lien as described in Section 8.3 above will be deemed an exclusive remedy and the Party foreclosing such lien will not be entitled to pursue any other remedies.

8.5 Estoppel Certificates. Any Party may, at any time and from time to time, in connection with the sale, lease or transfer of the Party's Parcel or any portion thereof, or in connection with the financing or refinancing of the Party's Parcel by mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver written notice to the other Parties requesting such Parties to certify in writing, in the form attached hereto as Exhibit D. Each Party receiving such request shall execute and return such certificate within thirty (30) days following the receipt thereof. Failure by a Party to execute and return such certificate within the specified period will be deemed an admission on such Party's part that the Party requesting the certificate is current and not in default in the performance of such Party's obligations under this Agreement, and otherwise a favorable response. The Parties acknowledge that such certificate may be relied upon by the Party and/or Person to whom such certificate is addressed, which may be a purchaser, tenant, transferee, mortgagee, deed of trust beneficiary or leaseback-lessor.

ARTICLE 9 SITE DEVELOPMENT AGREEMENT

Concurrently herewith, Developer and Kroger are entering into the Site Development Agreement providing for, among other things, the design, demolition, renovation and construction of certain improvements on the Mall Parcel and the Kroger Parcel.

ARTICLE 10
EFFECT OF BREACH
UPON PURCHASERS AND MORTGAGEES

10.1 No Termination. The breach of this Agreement does not entitle any Party to cancel, rescind or otherwise terminate its obligations hereunder.

10.2 Mortgagee Protection. No breach of this Agreement nor any claim of lien resulting therefrom under Section 8.3 of this Agreement defeats, renders invalid, diminishes or impairs the lien (or the priority thereof) of any mortgage or deed of trust made in good faith and for value by a Party against its Parcel (all such liens of whatever nature or type being referred to in this Article 10 as "Lender Liens"). Any Party or Person acquiring fee simple title to the Parcel of another Party pursuant to the provisions of Article 8 shall acquire such Parcel subject to all Lender Liens which describe the Parcel so acquired and which have been duly recorded, and a claim of lien pursuant to Section 8.3 is subordinate to a Lender Lien against such Parcel; but the covenants, restrictions, easements, conditions and all other provisions of this Agreement are binding upon and effective against any succeeding owner (including any mortgagee or beneficiary under a deed of trust) of any Parcel, or any portion thereof, who acquires title to such Parcel by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise under a Lender's Lien.

10.3 Sale-Leasebacks and Synthetic Leasing. The holder of fee simple title of a Parcel under a sale and leaseback arrangement or synthetic lease to a special purpose entity contracted for in good faith in connection with financing are entitled to the benefits provided Lender Liens under this Article 10 if the Parcel (or portion thereof) is leased back in its entirety by the Party against whom the Article 8 lien is claimed.

10.4 Title by Foreclosure. All of the provisions contained in this Agreement are binding and effective against any Party whose title to any Parcel, or any portion thereof, is acquired by judicial or non-judicial foreclosure sale, deed in lieu of foreclosure, or other involuntary legal proceeding.

ARTICLE 11
COVENANTS AND DURATION

11.1 Covenants Run with the Land. All of the provisions contained in this Agreement are binding upon and inure to the benefit of the Parties hereto, their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees of the Parties, respectively, and unless and until modified as herein provided. It is expressly acknowledged that each covenant to do or refrain from doing some act on each Parcel hereunder (i) is for the benefit of each other Parcel and is an encumbrance upon each Parcel, (ii) runs with each Parcel, and (iii) binding upon each successive owner during its ownership of each Parcel, or any portion thereof (but not thereafter), and each Person having any interest therein derived in any manner through any owner of any Parcel, or any portion thereof.

11.2 Commencement; Duration. This Agreement is effective and binding upon the

Parties and their respective successors in interest in accordance with the provisions of this Article 11 on the date this Agreement is signed by the Parties and recorded in the real property records of the County in which the Parcels are located, and the provisions of this Agreement continue in perpetuity, subject to termination as provided in Section 12.2 below.

ARTICLE 12 MISCELLANEOUS

12.1 Negation of Partnership. None of the provisions of this Agreement create a partnership, joint venture, or special relationship between or among the Parties in their respective businesses or otherwise, and the Parties are not joint venturers or members of any joint enterprise. This Agreement does not create any third party beneficiary rights in any Person who is not a Party to this Agreement unless expressly otherwise provided.

12.2 Amendment; Voluntary Termination. This Agreement may not be canceled, changed, modified, amended or terminated in whole or in part except by written instrument (i) executed by the Party or Parties owning the Kroger Parcel or its assigns or successor, and the owner of the Developer Parcels and (ii) recorded in the deed records in which the Shopping Center is located; but any rights granted to Developer or Kroger in this Agreement that are subject to the "rule against perpetuities" as interpreted under Ohio law will terminate automatically (if not sooner terminated in accordance with the terms hereof) seventy-five (75) years from the date hereof.

12.3 Approvals. Unless otherwise herein provided, whenever approval or consent is required of any Party, it may not be unreasonably withheld, conditioned nor delayed. No party shall be deemed to have approved any request unless such request for approval is submitted in writing to the Party or Parties from whom such approval is sought (herein, "Respondent") and the Respondent fails to respond pursuant to this Section 12.3. Unless this Agreement otherwise specifies another time period, the Respondent shall notify the other Party (the "Requesting Party") of its approval or reasonable disapproval (specifying the reasons for any disapproval) as to any matter specified in the written request of the Requesting Party on or before the end of the tenth (10th) Business Days after receipt by such Party of written request for approval; provided, however, that if the Respondent fails to approve or disapprove of any matter within such 10-Business Day period, then the Requesting Party may notify the Respondent in writing of such failure and the Respondent shall be deemed to have approved such matter if the Respondent fails to respond to the Requesting Party by the end of the second (2nd) Business Day following receipt by the Respondent of such additional notice, so long as such additional notice is sent to the Respondent at the addresses noted below. The consent or approval by a Party to or of any act or request by any other Party shall not be deemed to waive or render unnecessary consent or approval to or of any similar or subsequent acts or requests.

12.4 First Class. The term "first class" when used in this Agreement in connection with the maintenance, operation or condition of the Shopping Center, or any portion thereof, refers to a comparative standard of excellence judged in accordance with other similar well-maintained shopping centers within the Northwest Franklin County, Ohio area and being generally of the same size with a retail supermarket grocery/pharmacy store.

12.5 Not A Public Dedication. Nothing herein contained is considered a gift or dedication of any portion of any Parcel, or portion thereof, to the general public, for the general public or for any public use or purpose. Notwithstanding any other provision hereof to the contrary, each owner periodically may restrict ingress and egress on its Parcel in order to prevent a prescriptive easement from arising by continued public use of same. Any restriction on ingress or egress shall be limited to the minimum time period necessary to prevent the creation of a prescriptive easement and shall occur at such times as to have minimum effect on the construction or operation of the Shopping Center.

12.6 Excusable Delays. Except where this Agreement expressly states the time of performance, whenever performance is required of any Party hereunder, such performance must be performed within a commercially reasonable time but, in either case, if completion of performance is delayed at any time by reason of the following (each an, "Excusable Delay"): acts of God, war or terrorism, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials that cannot be reasonably anticipated, or damage to work in progress by reason of fire or other casualty or cause beyond the reasonable control of a Party (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be appropriately extended by the amount of the delay actually so caused. The right of any Party to excuse its failure to perform by reason of this Section 12.6 is conditioned upon such Party delivering to the other Party written notice of its assertion that a delay has commenced within thirty (30) days of such commencement for each delay claimed after the aggregate of all such delays exceeds twenty (20) days.

12.7 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Party by judgment or court order does not affect any other provisions hereof or the application thereof to any other Party and the same will remain in full force and effect, unless enforcement of this Agreement, is so invalidated.

12.8 Exhibits. The following Exhibits to which reference is made herein are deemed incorporated into this Agreement in their entirety unless not actually attached, in which event the Exhibit shall be deemed omitted by the Parties:

- Exhibit A - Site Plan
- Exhibit B - Kroger Parcel
- Exhibit C - Developer Parcels
- Exhibit D - Form of Estoppel Certificate

12.9 Notices. Any notice to any Party shall be in writing and given by delivering the same to such Party in person, by expedited, private carrier service (such as Federal Express), or by sending the same by registered or certified mail, return receipt requested, with postage prepaid to the Party's mailing address. The respective mailing addresses of the Parties hereto are, until changed as hereinafter provided, the following:

Kroger:	The Kroger Co.
	4111 Executive Parkway
	Westerville, Ohio 43081
	Attention: Real Estate Manager

Phone: (614) 898-3220
Fax: (614) 898-3496

With a copy to:

The Kroger Co.
Law Department
1014 Vine Street
Cincinnati, OH 45202
Phone: (513) 762-1384
Fax: (513) 762-4935

Developer:

Columbus Retail, LP
c/o Sarofim Realty Advisors Co.
8115 Preston Road, Suite 400
Dallas, Texas 75225
Attention: Mr. Ken Bendalin
Phone: (214) 692-4203
Fax: (214) 269-0303

With a copy to:

Columbus Retail, LP
150 W. Wilson Bridge Road
Worthington, Ohio 43085
Attention: Matthew Klutznick
Phone: (614) 841-1110
Fax: (614) 841-1109

With a copy to:

Columbus Retail, LP
c/o CT Corporation System
815 Superior Avenue, N.W.
Cleveland, OH 44144

Any Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) days prior to the date such change is effected. All notices under this Agreement will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

12.10 Liability Upon Transfer. Each Party now or hereafter owning any Parcel is obligated to perform of all covenants, obligations and undertakings set forth in this Agreement with respect to the Parcel so owned which accrue during the period of such ownership. All such personal liability terminates upon the conveyance by a Party of its ownership interest in its Parcel, and the transferee will be deemed to have assumed by such transfer all of the obligations of the transferor under this Agreement, the terms of which are enforceable by the other Party. Notwithstanding the foregoing, the transferring Party is not released from liability hereunder for so long as it is in default in the performance of any provision of this Agreement prior to the transfer. In addition, the transferring Party must use good faith, diligent efforts to deliver notice to the other Party of such sale, transfer, conveyance or assignment, which notice must include a legal description of the Parcel of the Shopping Center transferred which must be clearly stated,

and the name and address of the transferee. Nothing contained herein to the contrary will affect the existence, priority, validity, or enforceability of any lien placed upon the transferred portion of the Parcel under this Agreement prior to receipt of the notice and statement. Notwithstanding anything contained in this Section 12.10 to the contrary, neither Developer nor Kroger has any personal liability for the performance of any covenants, obligations or undertakings set forth in this Agreement and the Party seeking to enforce any covenants, obligations or undertakings against either Party must look solely to the real property in the Shopping Center owned by the other and the net rents resulting therefrom, and no personal or deficiency judgment shall be sought or entered in connection therewith.

12.11 Entire Agreement. This Agreement and the Exhibits hereto contain all the representations and the entire agreement between the Parties to this Agreement with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and the Exhibits hereto. The provisions of this Agreement must be construed as a whole according to their common meaning and not strictly for or against any Party.

12.12 Captions. The captions preceding the text of each Article, Section and subsection and the Table of Contents hereof are included only for convenience of reference and must be disregarded in the construction and interpretation of this Agreement.

12.13 References. All references herein to a given Article, Section or subsection refer to the Article, Section or subsection of this Agreement.

12.14 Disclaimer of Derivative Rights. Except as expressly provided by this Agreement, no consent to the modification, from time to time, or to the termination of the provisions of this Agreement will ever be required from any Occupant or User, nor shall any such Occupant or User have any right to enforce any of the provisions contained in this Agreement.

12.15 Minimization of Damage. In all situations arising out of this Agreement, all Parties will, as commercially reasonable, attempt to avoid and minimize the damages resulting from the conduct of any other Party.

12.16 Litigation Expenses. If any Party brings an action against any other Party to this Agreement by reason of the breach or alleged violation of any covenant, term or obligation hereof, or for the enforcement of any provision hereof or otherwise arising out of this Agreement, the Prevailing Party in such suit is entitled to its costs of suit and reasonable attorneys' fees. The term "Prevailing Party" within the meaning of this Section 12.16 includes, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due or performance of covenants allegedly breached or consideration substantially equal to the relief sought in the action.

12.17 Governing Law; Place of Performance. This Agreement and all rights and obligations created hereby are governed by the laws of the State of Ohio.

12.18 Time. Time is of the essence of this Agreement and each and every provision hereof.

IN WITNESS WHEREOF, the Parties hereto have executed and acknowledged this Agreement as of the day and year first above written.

"Kroger"

THE KROGER CO., an Ohio corporation

By: James E. Hodge
Name: JAMES E. HODGE
Title: VICE PRESIDENT - KFS REAL ESTATE

STATE OF OHIO

§
§
§

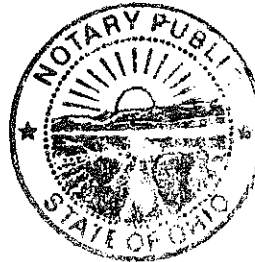
ss. _____

COUNTY OF HAMILTON



6 The foregoing instrument was acknowledged before me this 20th day of March, 2006 by JAMES E. HODGE, VICEPRESIDENT-KFS of THE KROGER CO., an Ohio corporation, on behalf of said corporation. REAL ESTATE

Jennifer K. Gothard
Notary Public
My Commission Expires: _____
Printed Name of Notary: _____



JENNIFER K. GOTHARD
Attorney at Law
Notary Public, State of Ohio
My Commission Expires No Expiration
Date, Section 147.03 O.R.C.

"Developer"

COLUMBUS RETAIL, LP, a Texas limited partnership

By: Columbus Retail GP LLC, a Texas limited liability company, its general partner

By: Sarofim Realty Advisors Co., a Texas corporation, its Manager

By: 
Name: C. A. Galpern
Title: President

STATE OF TEXAS §
 § ss. Dallas
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 13th day of March, 2006, by C. A. Galpern, President of Sarofim Realty Advisors Co., a Texas corporation, Manager of Columbus Retail GP LLC, a Texas limited liability company, general partner of COLUMBUS RETAIL, LP, a Texas limited partnership, on behalf of said company and partnership.



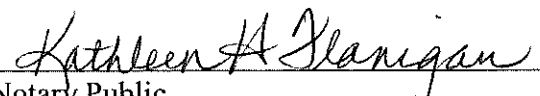

Notary Public
My Commission Expires: 1/31/09
Printed Name of Notary: Kathleen H. Flanigan

EXHIBIT A

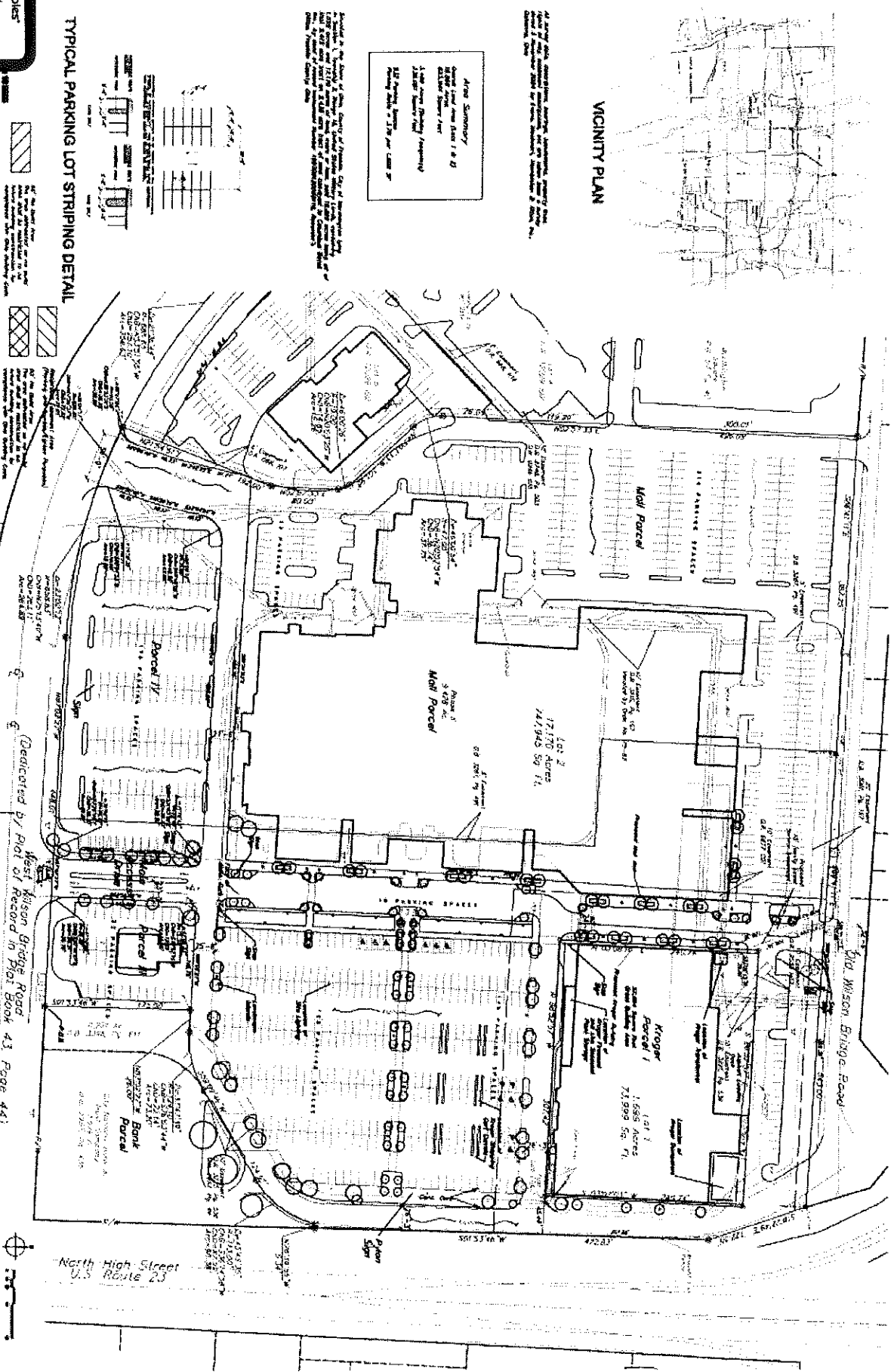


Computer & Company, Inc.

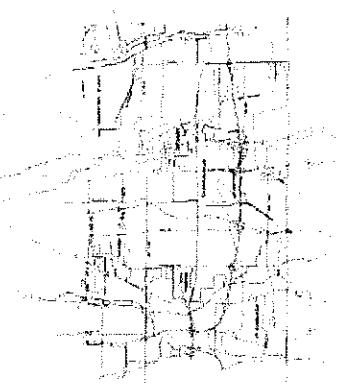
WORTHINGTON SQUARE
SITE PLAN

WEST WILSON BRIDGE ROAD

nbbj
NORTH BRIDGE BUILDING
1100 WEST WILSON BRIDGE ROAD
1100 WEST WILSON BRIDGE ROAD

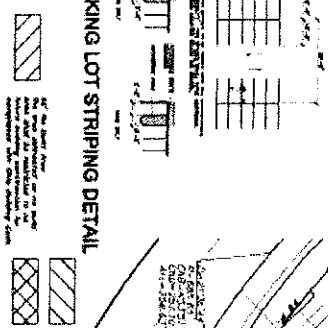


VICINITY PLAN



Area Summary
Total Lot Area: 1.685 Acres
Total Building Area: 1,419,450 Sq. Ft.
Total Parking Spaces: 1,419
Total Landscaping Area: 1,419 Sq. Ft.
Total Landscaping Area: 1,419 Sq. Ft.

TYPICAL PARKING LOT STRIPING DETAIL



(Dedicated by Plat of Record in Plat Book 43, Page 44)

EXHIBIT A

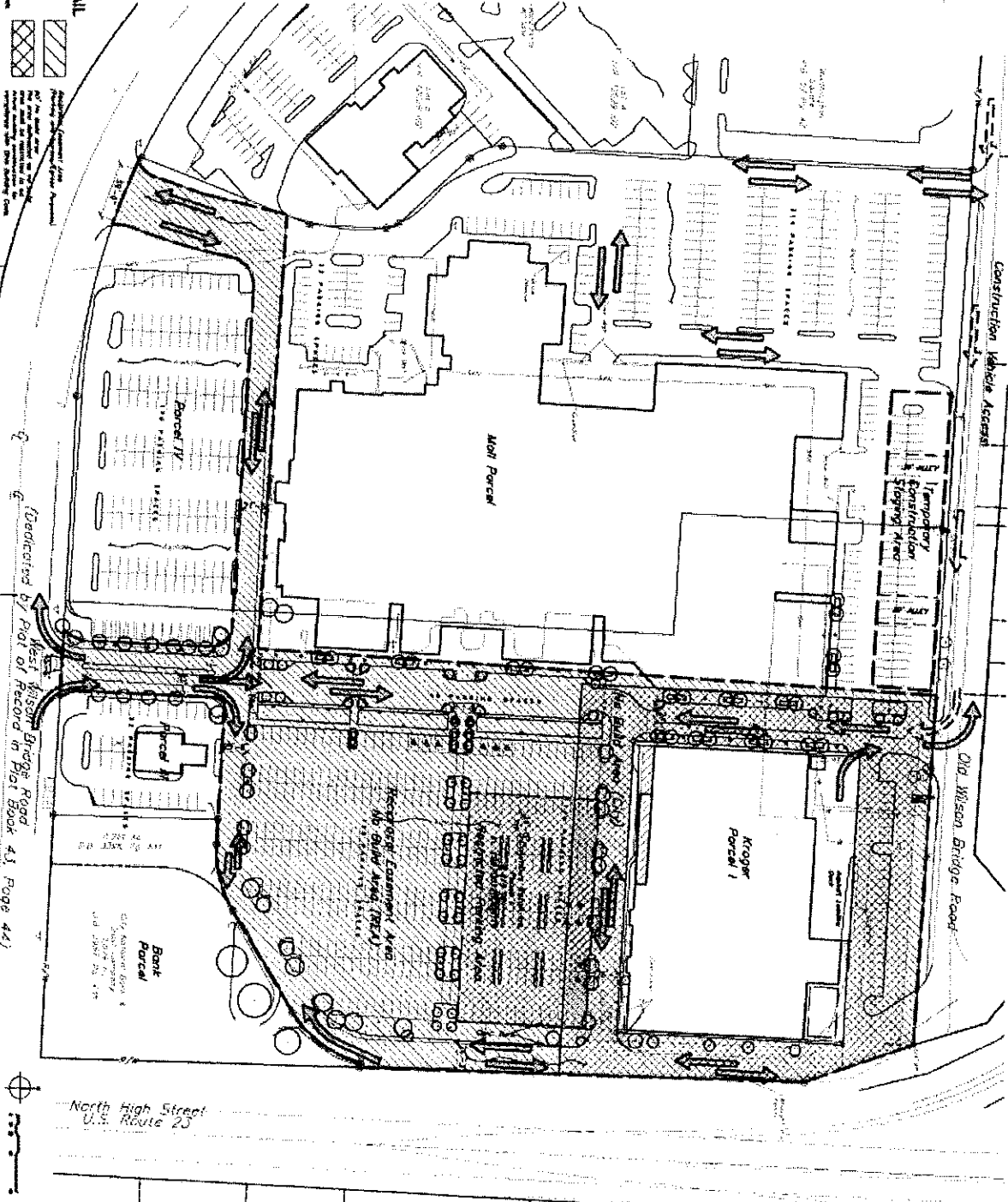
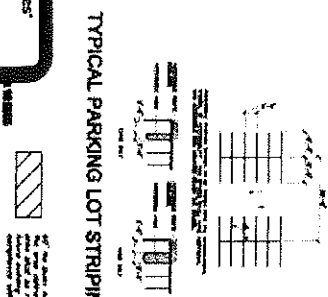


Engineering & Company, Inc.

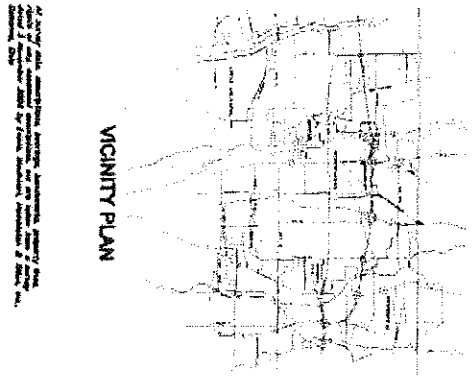
WORTHINGTON SQUARE

SITE PLAN

WEST WILSON BRIDGE ROAD



VICINITY PLAN



nbbj

North High Street
U.S. Route 25



EXHIBIT A

SITE PLAN

EXHIBIT B

KROGER PARCEL

EXHIBIT B

Lot 1
1.699 Acres

Situated in the State of Ohio, County of Franklin, City of Worthington, lying in Quarter Township 2, Township 2, Range 18, United States Military Lands and being all of Lot No. 1 as delineated on the plat for "WORTHINGTON MALL SUBDIVISION", of record in Plat Book 109, Page 85, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at an iron pin set at the northeasterly corner of Lot No. 1;

Thence South 03° 07' 03" West, a distance of 240.74 feet, with the easterly line of said Lot No. 1, to an iron pin set at the southeasterly corner of said Lot No. 1;

Thence North 86° 52' 57" West, a distance of 307.42 feet, with the southerly line of said Lot No. 1, to an iron pin set at the southwesterly corner of said Lot No. 1;

Thence North 03° 08' 16" East, a distance of 240.74 feet, with the westerly line of said Lot No. 1, to an iron pin set at the northwesterly corner of said Lot No. 1;

Thence South 86° 52' 57" East, a distance of 307.34 feet, with the northerly line of said Lot No. 1, to the TRUE POINT OF BEGINNING. Containing 1.699 acres, more or less.

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

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

The bearings in the above description are based on the same bearing system as said "WORTHINGTON MALL SUBDIVISION", of record in Plat Book 109, Page 85.



EVANS, MECHWART HAMBLETON & TILTON, INC.

A handwritten signature in cursive script that reads "James M. Pearsall".

James M. Pearsall
Registered Surveyor No. 7840

11/5/07

Date

EXHIBIT C

DEVELOPER PARCELS

EXHIBIT C

Lot 2
17.170 Acres

Situated in the State of Ohio, County of Franklin, City of Worthington, lying in Quarter Township 2, Township 2, Range 18, United States Military Lands and being all of Lot No. 2 as delineated on the plat for "WORTHINGTON MALL SUBDIVISION", of record in Plat Book 109, Page 85, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at an iron pin set in the northerly right-of-way line of Wilson Bridge Road, of record in Plat Book 43, Page 44, at the corner common to said Lot No. 2 and the 0.221 acre tract conveyed to City National Bank & Trust Company by deed of record in Deed Book 3398, Page 611;

Thence with the lines common to said Lot No. 2 and said northerly right-of-way line, the following courses and distances:

North 87° 02' 27" West, a distance of 448.01 feet, to an iron pin set at a point of curvature;

With said curve to the right, having a central angle of 23° 02' 12", a radius of 658.83 feet, an arc length of 264.89 feet, and a chord bearing of North 75° 13' 40" West, a chord distance of 263.11 feet, to an iron pin set at the southeasterly corner of the subdivision entitled "Worthington Square" of record in Plat Book 57, Page 40;

Thence with the lines common to said Lot No. 2 and said Worthington Square, the following courses and distances:

North 21° 54' 51" East, a distance of 192.90 feet, to an iron pin set;

North 02° 57' 33" East, a distance of 80.00 feet, to an iron pin set at a point of curvature;

With said curve to the left, having a central angle of 46° 00' 26", a radius of 19.00 feet, an arc length of 15.26 feet, and a chord bearing North 20° 03' 20" West, a chord distance of 14.85 feet, to an iron pin set at a point of tangency;

North 43° 03' 33" West, a distance of 101.98 feet, to an iron pin set at a point of curvature;

With said curve to the right, having a central angle of 46° 00' 54", a radius of 47.00 feet, an arc length of 37.75 feet, and a chord bearing North 20° 02' 54" West, a chord distance of 36.74 feet, to an iron pin set at a point of tangency;

North 02° 57' 33" East, a distance of 496.09 feet, to an iron pin set in the southerly right-of-way line of Old Wilson Bridge Road;

Lot 2
17.170 Acres

-2-

Thence South 86° 41' 11" East, a total distance of 932.25 feet, with the lines common to said Lot No. 2 and said southerly right-of-way line, passing at 387.25 feet a 3/4 inch iron pipe found, to a 3/4 inch iron pipe found in the westerly right-of-way line of North High Street (U.S. Route 23);

Thence with the lines common to said Lot No. 2 and said westerly right-of-way line, the following courses and distances:

South 18° 22' 49" East, a distance of 122.55 feet, to an iron pin set;

South 01° 53' 46" West, a distance of 472.83 feet, to an iron pin set at the northeasterly corner of the 1.079 acre tract conveyed to City National Bank & Trust Company by deed of record in Deed Book 2957, Page 435;

Thence with the lines common to said Lot No. 2 and said 1.079 acre tract, the following courses and distances:

North 76° 39' 55" West, a distance of 5.34 feet, to an iron pin set;

With a curve to the right, having a central angle of 45° 49' 35", a radius of 113.00 feet, an arc length of 90.38 feet, and a chord bearing South 36° 14' 58" West, a chord distance of 87.99 feet, to an iron pin set at a point of tangency;

South 59° 09' 46" West, a distance of 124.95 feet, to an iron pin set at the northeasterly corner of said 0.221 acre tract of record in Deed Book 3398, Page 611, and at a point of curvature;

Thence with the lines common to said Lot No. 2 and said 0.221 acre tract, the following courses and distances:

With said curve to the right, having a central angle of 33° 47' 39", a radius of 124.10 feet, an arc length of 73.20 feet, and a chord bearing South 76° 03' 44" West, a chord distance of 72.14 feet, to an iron pin set at a point of tangency;

North 87° 02' 27" West, a distance of 26.00 feet, to an iron pin set;

South 01° 53' 46" West, a distance of 175.00 feet, to the POINT OF BEGINNING, containing 18.869 acres, more or less.

EXCEPTING THERE FROM THE FOLLOWING DESCRIBED TRACT:

Situated in the State of Ohio, County of Franklin, City of Worthington, lying in Quarter Township 2, Township 2, Range 18, United States Military Lands and being all of Lot No. 1 as delineated on the plat for "WORTHINGTON MALL SUBDIVISION", of record in Plat Book

Lot 2
17.170 Acres
-3-

109, Page 85, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at an iron pin set at the northeasterly corner of Lot No. 1;

Thence South 03° 07' 03" West, a distance of 240.74 feet, with the easterly line of said Lot No. 1, to an iron pin set at the southeasterly corner of said Lot No. 1;

Thence North 86° 52' 57" West, a distance of 307.42 feet, with the southerly line of said Lot No. 1, to an iron pin set at the southwesterly corner of said Lot No. 1;

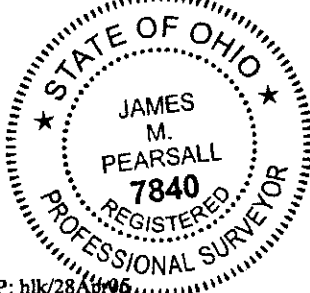
Thence North 03° 08' 16" East, a distance of 240.74 feet, with the westerly line of said Lot No. 1, to an iron pin set at the northwesterly corner of said Lot No. 1;

Thence South 86° 52' 57" East, a distance of 307.34 feet, with the northerly line of said Lot No. 1, to the TRUE POINT OF BEGINNING. Containing 1.699 acres, more or less.

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

Iron pins set, where indicated, are one-inch diameter, thirty-inch long, solid iron pins with marked (punched) aluminum caps on the top bearing the initials EMHT INC.

The bearings in the above description are based on the same bearing system as said "WORTHINGTON MALL SUBDIVISION", of record in Plat Book 109, Page 85.



JMP: hlk/28Apr06
17_170 acres 40968.doc

EVANS, MECHWART HAMBLETON & TILTON, INC.

James M. Pearsall
James M. Pearsall
Registered Surveyor No. 7840

6/15/05
Date

EXHIBIT D

FORM OF ESTOPPEL CERTIFICATE

Re: Reciprocal Easement Agreement and Declaration of Covenants ("Declaration") by and between The Kroger Co., an Ohio corporation ("Kroger") and Columbus Retail, LP, a Texas limited partnership ("Developer"), dated as of _____, 2004, recorded in Volume _____, Page _____ of the Official Records of Franklin County, Ohio

Ladies and Gentlemen:

This Estoppel Certificate is being made by the undersigned for the benefit of the addressees identified above to confirm the information set forth below with respect to the _____ Parcel, as defined in the Declaration and as more particularly described on Exhibit ____ of the Declaration (the "Property"). The undersigned hereby certifies to the addressees identified above, that to the extent of the actual knowledge of the undersigned, without independent investigation or inquiry, the following statements are true and correct as of the date hereof:

1. The current owner of the Property is not in default in the performance any of its obligations under the Declaration and the undersigned is not aware of any event or condition, which with the giving of notice or the passage of time, would constitute a default under the Declaration with respect to the Property. No liens have been filed by or on behalf of the undersigned against the Property.

2. The Declaration is in full force and effect and has not been modified, assigned or amended in any way by the undersigned.

3. This Estoppel Certificate is valid as of the date hereof and may be relied upon only by the addresses identified above and will inure to the benefit of their successors, heirs, or assignees.



PORTION OF THE MINUTES OF THE REGULAR MEETING
WORTHINGTON ARCHITECTURAL REVIEW BOARD
WORTHINGTON MUNICIPAL PLANNING COMMISSION
December 13, 2018

The regular meeting of the Worthington Architectural Review Board and the Worthington Municipal Planning Commission was called to order at 7:00 p.m. with the following members present: Mikel Coulter, Chair; Thomas Reis, Vice-Chair; Kathy Holcombe, Secretary; David Foust; and Amy Lloyd. Also present were: Scott Myers, Worthington City Council Representative to the Municipal Planning Commission; Lee Brown, Director of Planning & Building; and Lynda Bitar, Planning Coordinator and Clerk of the Municipal Planning Commission. Commission member Edwin Hoffmann; and Board member Richard Schuster were absent.

A. Call to Order – 7:00 p.m.

1. Roll Call
2. Pledge of Allegiance
3. Approval of the Minutes of the November 8, 2018 meeting

Mr. Foust moved to approve the minutes and Mrs. Lloyd seconded the motion. All members voted “Aye” and the minutes were approved.

4. Affirmation/swearing in of witnesses

B. Architecture Review Board – Unfinished

C. Municipal Planning Commission – Unfinished

1. Subdivision
 - a. Preliminary and Final Plats – **54 W. Wilson Bridge Rd.** (Worthington Square Venture, LLC)
SUB 03-18

Mrs. Bitar reviewed the following from the staff memo:

Findings of Fact & Conclusions

Background & Request:

The owner of the Shops at Worthington Place property is requesting approval to subdivide the 16.2 acre mall parcel to create a separate lot for the former Telhio Credit Union, which was on this agenda with an application to house a Bank of America ATM. This property is in the C-2, Community Shopping Center Zoning District. Preliminary and Final Plats are being considered at the same time.

Project Details:

1. Following are dimensional requirements for C-2, and proposed dimensions for the proposed lot:

	Minimum Lot Width (in feet)	Minimum Lot Area	Front Yard	Rear Yard	Minimum Width Each Side Yard (in feet)	Maximum Percent of Lot Coverage	Maximum Height of Building Stories	Feet
C-2 Requirements	150	1 Acre	50	30	20	25	3	45
Proposed Lot (4A)	133.29	0.535	~70'	~18'	~33' & ~43'	11.2	1	?

Variances would be needed for lot width and area; rear setback; and possibly lot coverage.

2. The Preliminary Plat shows the location of the reciprocal easement area to allow parking and ingress/egress for the new parcel. The easement would need to be recorded.
3. Note "B" on the final plat is required, and would disallow access to this parcel directly from W. Wilson Bridge Rd.
4. The Final Plat would need approval from the Franklin County and City of Worthington engineering offices.

Land Use Plans:

1141.04 COMMERCIAL DISTRICTS.

(b) "C-2" Community Commercial: Commercial centers of an integrated design which contain a concentration of a wide variety of retail and service establishments which are currently located in the community or within the population they serve, having adequate parking and direct access to major thoroughfares, with limited points of access, being screened or fenced from surrounding residential areas, and serving the day-to-day needs of the community supplying the more durable and permanent needs of the whole community. Community commercial uses include, but need not be limited to: supermarkets, department stores, specialty stores, hardware stores, apparel and shoe stores, jewelry stores, appliance and furniture stores, drugstores, personal and business service outlets and discount markets. Community water and sewerage facilities are required.

1149.02 YARD, AREA AND HEIGHT FOR ALL BUILDINGS OTHER THAN DWELLINGS.

The following table establishes the yard, area, lot coverage and maximum height requirements for all buildings except dwellings and structures accessory to dwellings.

	Minimum Lot Width (in feet)	Minimum Lot Area	Front Yard	Rear Yard	Minimum Width Each Side Yard (in feet)	Maximum Percent of Lot Coverage	Maximum Height of Building Stories	Feet
C-2 Requirements	150	1 Acre	50	30	20	25	3	45

Staff Analysis:

Because the proposed parcel does not meet all dimensional requirements, the only reason to approve the subdivision is for economic benefit to the property owner, allowing for the future sale of the property.

Discussion:

Mrs. Bitar mentioned a specific access and parking agreement is still needed. The applicant, Tom Carter, 7227 N. High St., Worthington, Ohio, said the parcel is land locked, and over the years, he has had several inquiries to buy this lot. He said he would love to see Bank of America have a full building in that location, but most tenants want to own their own parcel. Telhio wanted to own their building, and that was one of the reasons they moved. Mr. Carter said the piece would be more marketable if it was subdivided, and they could attract a long term tenant if they are able to sell the property. Mr. Coulter said he did not have a problem with this because it would not change the character of how the property is being used or how the property has been used in the past. Mr. Foust asked if there would be any problems with the creation of a substandard lot. Mr. Brown discussed access points and cross access parking agreements. Mr. Carter said he wanted to address Mr. Foust's comments and explained the parcel does self-park even though there are reciprocal parking and easement agreements. The parcel has 21 parking spaces. Mrs. Bitar explained the Board will also need to decide whether or not the parcel will still be in the Architectural Review District. Mr. Coulter asked if there was anyone present who wanted to speak for or against this application but no one came forward.

MPC Motion:

Mr. Reis moved:

THAT THE REQUEST BY THE WORTHINGTON SQUARE VENTURE, LLC FOR APPROVAL OF PRELIMINARY AND FINAL SUBDIVISION PLATS FOR 7227 N. HIGH ST. TO DIVIDE OFF THE PROPERTY AT 54 W. WILSON BRIDGE RD. AS PER CASE NO. SUB 03-18, DRAWINGS NO. SUB 03-18, DATED NOVEMBER 28, 2018, BE RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL BASED ON THE PLANNING GOALS OF THE CITY, AS REFERENCED IN THE LAND USE PLANS AND ON THE FINDINGS OF FACT AND CONCLUSIONS IN THE STAFF MEMO AND PRESENTED AT THE MEETING AND THAT THE PROPERTY WILL REMAIN WITHIN THE ARCHITECTURAL REVIEW DISTRICT.

Mrs. Holcombe seconded the motion. Mrs. Bitar called the roll. Mr. Coulter, aye; Mr. Reis, aye; Mrs. Holcombe, aye; and Mr. Foust, aye. The motion was approved.

F. Other

There was no other business to discuss.

G. Adjournment

Mr. Reis moved to adjourn the meeting, seconded by Mrs. Holcombe. All Board members voted, "Aye," and the meeting adjourned at 9:27 p.m.

Page 3 of 3

54 W. Wilson Bridge Rd. Portion of ARB/MPC Meeting December 13, 2018

Minutes



STAFF MEMORANDUM
City Council Meeting – February 4, 2019

Date: January 18, 2019

To: Matthew H. Greeson, City Manager

From: Tom Lindsey, Law Director

Subject: **Ordinance No. 03-2019 - Convention & Visitors Bureau - Dissolution & Appropriation**

EXECUTIVE SUMMARY

This Ordinance directs the deposit of proceeds from the dissolution of the Convention and Visitor Bureau into a separate fund to be spent solely for convention and visitors' bureau services. It also directs 66% of hotel tax receipts into the fund, makes an appropriation from the fund, and directs payment to the Old Worthington Partnership to provide convention and visitors' bureau services for 2019.

RECOMMENDATION

Motion to Amend to reflect the 2-4-19 amended version of the ordinance included in this packet; Approve as Amended

BACKGROUND/DESCRIPTION

Last fall Bill Purpura, President of the Board of The Convention and Visitor Bureau of Worthington, Inc. (the "CVB"), informed City Council that the CVB was planning to dissolve and recommended that the Old Worthington Partnership take over convention and visitors' bureau services.

Section 1728.02 of the Codified Ordinances imposes a hotel and transient accommodation tax to provide "revenue with which to meet the needs of the City for the use of the General Fund of the City, and for the purpose of providing revenue to enhance the City's appeal to visitors and tourists and for the purpose of providing revenue to promote and publicize the City".

Since 2002 the City has appropriated sixty-six percent of the hotel and transient accommodation tax revenues collected pursuant to Section 1728.02 to The Convention and Visitor Bureau of Worthington, Inc. (the "CVB") to provide convention and visitors' bureau

services. This allocation was most recently affirmed by City Council in the passage of Ordinance No. 42-2017.

On January 11, 2019 the voting members of the CVB passed a resolution to voluntarily dissolve the corporation based on their determination that the Old Worthington Partnership (the "OWP") is better suited to provide convention and visitors' bureau services. The CVB plans to discontinue business on or before March 30, 2019 and distribute all remaining funds (approximately \$150,000) to the City of Worthington after payment of final expenses.

The Finance Director, consistent with Section 5739.09 of the Ohio Revised Code, has established a separate fund to be spent solely to make contributions to convention and visitors' bureaus operating within Franklin County as directed by City Council (the "Special Fund").

Representatives of the OWP will attend the February 4th Council meeting to present its request for funding to cover its anticipated expenses for convention and visitors' bureau services from April 1st through December 31st. The OWP's proposed budget for 2019 is \$70,830 which includes \$25,830 in expenses, \$35,000 in staff salary, and \$10,000 for an opportunity fund. The CVB has already paid the OWP \$15,000 to cover expenses and salary for the first quarter. Therefore, the OWP is requesting \$55,830 from the Special Fund. Attached to this memorandum are additional information related to the proposed budget, a promotional flyer and the presentation slides that will be discussed.

The proposed ordinance will direct the Finance Director to deposit the proceeds of the CVB dissolution into the Special Fund. It will also maintain the prior sixty-six percent allocation of hotel and transient accommodation tax receipts into the Special Fund. It will appropriate \$55,830 from the Special Fund and direct payment to the Old Worthington Partnership for convention and visitors' bureau services for 2019.

The Ordinance needs to be amended to reflect the updated version that is attached. The amendments incorporate the dollar amounts of the funds expected to be received from the Convention and Visitors Bureau and the appropriation amount for OWP, as well as updated fund information.

ATTACHMENTS

Ordinance No. 03-2019 (As Amended)
Ordinance no. 03-2019 – as introduced
Proposed Budget
Promotional Flyer
Presentation

ORDINANCE NO. 03-2019
(As Amended)

Directing the Deposit of Certain Receipts into the Convention and Visitors' Bureau Fund and Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget by Providing for Appropriations from the Convention and Visitors' Bureau Fund Unappropriated Balances.

WHEREAS, Section 1728.02 of the Codified Ordinances imposes a hotel and transient accommodation tax to provide "revenue with which to meet the needs of the City for the use of the General Fund of the City, and for the purpose of providing revenue to enhance the City's appeal to visitors and tourists and for the purpose of providing revenue to promote and publicize the City"; and,

WHEREAS, since 2002, and most recently in the passage of Ordinance No. 42-2017, City Council has allocated sixty-six percent of the hotel and transient accommodation tax revenues collected pursuant to Section 1728.02 to The Convention and Visitor Bureau of Worthington, Inc. (the "CVB") to provide convention and visitors' bureau services; and,

WHEREAS, on January 11, 2019 the voting members of the CVB passed a resolution to voluntarily dissolve the corporation based on a determination that the Old Worthington Partnership is better suited to provide convention and visitors' bureau services; and,

WHEREAS, the CVB plans to discontinue business on or before March 30, 2019 and distribute all remaining funds to the City of Worthington after payment of final expenses, which is estimated will be approximately \$150,000; and,

WHEREAS, the Finance Director, consistent with Section 5739.09 of the Ohio Revised Code, has established a separate fund to be spent solely to make contributions to convention and visitors' bureaus operating within Franklin County as directed by City Council (the "Special Fund"); 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; and,

WHEREAS, the Old Worthington Partnership is requesting \$55,830 to cover its anticipated expenses for convention and visitors' bureau services from April 1st through December 31st;

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

ORDINANCE NO. 03-2019
(As Amended)

SECTION 1. That the Finance Director is hereby authorized and directed to deposit all funds received by the City from the dissolution of the CVB into the Special Fund.

SECTION 2. That Ordinance No. 42-2017 is hereby repealed and the Finance Director is hereby authorized and directed to deposit sixty-six percent of all hotel and transient occupation taxes received on or after January 1, 2019 into the Special Fund.

SECTION 3. That there be and hereby is appropriated from the Convention and Visitors' Bureau Fund unappropriated balance to:

Convention and Visitors' Bureau Fund #210

210.1170.540548

\$ 55,830.00

SECTION 4. That the Finance Director is authorized and directed to make payment to the Old Worthington Partnership in the amount of \$55,830.00 for convention and visitors' bureau services from April 1, 2019 through December 31, 2019.

SECTION 5. 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 January 22, 2019
P.H. February 4, 2019

ORDINANCE NO. 03-2019

Directing the Deposit of Certain Receipts into the Convention and Visitors' Bureau Fund and Amending Ordinance No. 52-2018 (As Amended) to Adjust the Annual Budget by Providing for Appropriations from the Convention and Visitors' Bureau Fund Unappropriated Balances.

WHEREAS, Section 1728.02 of the Codified Ordinances imposes a hotel and transient accommodation tax to provide "revenue with which to meet the needs of the City for the use of the General Fund of the City, and for the purpose of providing revenue to enhance the City's appeal to visitors and tourists and for the purpose of providing revenue to promote and publicize the City";

WHEREAS, since 2002, and most recently in the passage of Ordinance No. 42-2017, City Council has allocated sixty-six percent of the hotel and transient accommodation tax revenues collected pursuant to Section 1728.02 to The Convention and Visitor Bureau of Worthington, Inc. (the "CVB") to provide convention and visitors' bureau services;

WHEREAS, on January 11, 2019 the voting members of the CVB passed a resolution to voluntarily dissolve the corporation based on a determination that the Old Worthington Partnership is better suited to provide convention and visitors' bureau services;

WHEREAS, the CVB plans to discontinue business on or before March 30, 2019 and distribute all remaining funds to the City of Worthington after payment of final expenses, which is estimated will be approximately \$_____;

WHEREAS, the Finance Director, consistent with Section 5739.09 of the Ohio Revised Code, has established a separate fund to be spent solely to make contributions to convention and visitors' bureaus operating within Franklin County as directed by City Council (the "Special Fund").

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;

WHEREAS, the Old Worthington Partnership is requesting \$_____ to cover its anticipated expenses for convention and visitors' bureau services from April 1st through December 31st;

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

SECTION 1. That the Finance Director is hereby authorized and directed to deposit all funds received by the City from the dissolution of the CVB into the Special Fund.

SECTION 2. That Ordinance No. 42-2017 is hereby repealed and the Finance Director is hereby authorized and directed to deposit sixty-six percent of all hotel and transient occupation taxes received on or after January 1, 2019 into the Special Fund.

SECTION 3. That there be and hereby is appropriated from the Convention and Visitors' Bureau Fund unappropriated balances to:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
<u>Convention and Visitors' Bureau Fund #210</u>		
210.xxxx.xxxxxx	_____	\$ _____.00
	Total All Funds	\$ _____.00

SECTION 4. That the Finance Director is authorized and directed to make payment to the Old Worthington Partnership in the amount of \$ _____ for convention and visitors' bureau services from April 1, 2019 through December 31, 2019.

SECTION 5. 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

Tactic

Owned Instragram Content
Owned Facebook Content

Promoted Instagram Content
Promoted Facebook Content

ExperienceWorthington.com Blog Posts

FAM Tours

Host Group Tours in Worthington

Ohio Tourism Association Conference

Tourism Advisory Group Meetings

Financial Audit

Membership/Dues*

Administrative Costs**

2019 TOTAL EXPENSES

2019 STAFF SALARY

2019 Opportunity Fund (Income from Econolodge)

2019 TOTAL BUDGET

Contract Payment from CVB

TOTAL REQUEST for 2019

*Membership/Dues include Ohio Travel Association, Experience Columbus and Experience Columbus Co-Op

**Administrative Costs include insurance, payroll processing fees, office supplies, postage, telephone, meals, travel

Northington Marketing Calendar

2019 Expenses	2019							
	January				February			
	31	7	14	21	28	4	11	18
	Worthington Wednesdays: Ch							
Staff								
Staff								
\$2,500								
\$2,500								
\$2,880								
\$2,500								
Staff								
\$1,000								
Staff								
\$3,000								
\$2,000								
\$9,450								
\$25,830								
\$35,000								
10,000								
\$70,830								
(\$15,000)								
55,830								

[illegible]

[illegible]

July				August				September
1	8	15	22	29	5	12	19	26
Worthington Wednesdays: Red, White, & Worthin				Worthington Wednesdays: Back to Scho				

[illegible]

[illegible]

GROUP TOUR PROFILE



IT ALL HAPPENS HERE! Worthington offers group tours a variety of activities and attractions. Our experiential packages are fun, hands-on activities and leave time for exploring our beautiful downtown with sophisticated shopping and unique dining.

**OLD WORTHINGTON**

In our beautiful, historic town that is steeped in New England tradition, you will find a progressive, vibrant community that is bustling with today's latest experiences and activities. Beautiful tree-lined streets, American flags on every downtown lamppost and quaint charm greet every visitor to Worthington and continue to attract families and businesses who call Worthington home. Worthington is located in the center of the state at Ohio's crossroads – the intersection of U.S. State Route 23 and State Route 161 and affords easy access to all parts of Ohio and the nation.

**WAX, WICKS AND WINE**

Begin your adventure by Experimenting with Scent at The Candle Lab! Their Scent Stylists will guide your group in pouring their own custom-scented candles from a selection of over 100 unique fragrances. While the candles set (about an hour), stroll next door to House Wine or enjoy a meal at one of many great neighboring restaurants.

**MCCONNELL ARTS CENTER**

The McConnell Arts Center is a contemporary, multidisciplinary facility presenting and promoting the performing, visual and digital arts. This arts center offers a series of performances, exhibitions, classes and cultural opportunities through both ticketed and free events. The Center is open and free to the public to view the rotating art exhibits 6 days a week. Visit www.mcconnellarts.org for the current schedule of activities and exhibitions. Group tours available upon request.

**THE MAKERS**

Worthington is home to an exciting variety of Crafters, Artists, and Makers of all shapes and sizes! We boast The Madery, a collection of makers all in one space; Branchline Leather building beautiful handmade leather bags, gifts, and wearables; Shift Studios creating inspired art out of a wide range of materials; Sew to Speak offering gifts, supplies and classes on fabric, yarn, and everything in between; and AR Workshop providing everything you need to hand-make your own wall hanging, display box or pillow!



THE ART OF LETTERPRESS

Join nationally acclaimed Igloo Letterpress in celebrating this 500-year old art form. Learn how to hand-set antique hand carved wooden type, discover the real difference between a “kiss” and a “bite” and explore how a variety of factors help create beautiful textures, colors and impressions. Use Igloo’s collection of type and vintage images to print your own project to take home, create your own personalized piece, or hand-bind your very own journal.



AMERICAN WHISTLE CORPORATION

All ages are welcome and we invite you to take a personally guided tour of the ONLY manufacturer of metal whistles in the United States! For approximately 45 minutes, we will show you a thriving, small, American manufacturing plant and entertain you with interesting information about whistles and fascinating machinery—some state of the art, some dating back to the beginning of the company. American manufacturing is the heart of our business since 1956 and best of all, everyone leaves with a shiny new whistle!



ORANGE JOHNSON HOUSE

For over forty years, this lovely historic house was home to pioneer, farmer and comb maker Orange Johnson, who became a successful businessman and Columbus Bank cofounder. Visit this exceptional house museum to talk with a guide about Johnson and his family, as well as lifestyles in early Worthington. The original house, which was built in 1811, maintains its pioneer aspect, and the Federal addition (1819) reflects the taste and affluence of Worthington as the village grew and prospered. Tours can be scheduled 7 days a week and can be tailored to special interests of your group.



OLD RECTORY DOLL MUSEUM

This charming boutique museum offers a fine permanent collection of nineteenth-century dolls and toys, including German china and Parian bisque dolls as well as French fashion dolls and Milliners’ models. American dolls include those of makers Ludwig Greiner, Izannah Walker and Joel Ellis. Self-guided or docent led tours are available to learn about the building history and museum, as are special children’s programs. Also housed in the elegant Greek Revival headquarters of the Worthington Historical Society are the gift shop, library archive and restored parlor.



HISTORIC BUS TOURS IN WORTHINGTON

Arriving in Worthington by bus? The Worthington Historical Society is pleased to be able to offer groups the option of having one of our experienced guides present one of our tours in the comfort of your own bus! Groups can select from the following itineraries: “Worthington Area Neighborhoods”, “Worthington’s Historic Districts” (appropriate for small buses only) or “Worthington and Flint’s Underground Railroad connections.” Each tour is approximately 90 minutes in length.





Impacts from CVB Contract June 2018-January 2019

- Social Media Boost
 - Instagram presence—600+ new followers
 - Facebook engagement is up 750%
 - Honing our “look” and “feel” to encourage visitors to learn more
- Experience Columbus
 - Hosted 3 FAM (familiarization) Trips
 - 3 Bus tours
- Active in CATA (Columbus Area Tourism Association)
 - Hosted CATA Holiday event at The Whitney House
- Ohio Travel Association
 - Worthington’s first time attending State-wide conference
- Visual Identity
 - New look, fresh materials, aligned with website
 - Updated Group Tour Profile Sheet distributed to 100’s of national tour guides

Partnership Commitments

- ✓ Bylaws changed to add tourism mission
- ✓ New Board Member tourism background
- ✓ Quarterly meetings with tourism experts & community groups

The Partnership + CVB

Combined Resources=

Greater Leverage for Tourism

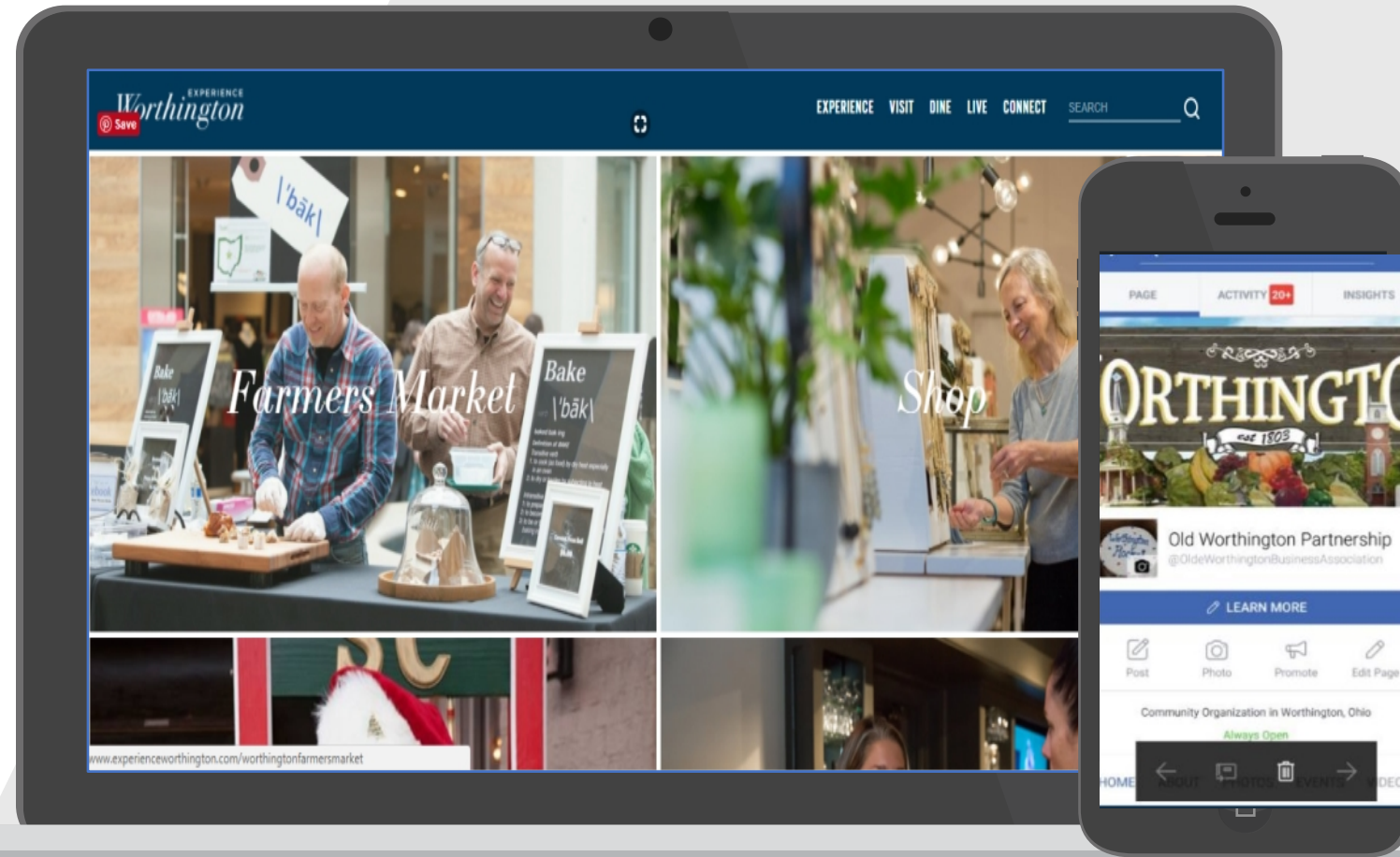
Online Resources

Website, Newsletter & Social Media Impact

We connect on a daily basis with thousands of community members. We are a resource for all things Old Worthington.

More than 20,000 people have explored experienceworthington.com

We have nearly 3,000 Facebook followers, and are growing our Instagram feed everyday.



Partnership Events Bring Visitors

- 75% of guests from Chocolate Walk are NOT from 43085
- 80% of Craft Crawl guests are NOT from 43085
- Picnic with The Partnership brings 700+ into our streets
- Holiday Open House; Illuminating Shopping are community favorites that we are spreading to Central Ohio



Worthington Farmers Market



Leveraging Relationships



The Partnership + CVB

Looking ahead...

New Signature Event



Visit Old Worthington each month on the 1st Wednesday from 5-8 p.m. for entertainment, shopping, dining and a volunteer opportunity at COhatch

Budget and Marketing Calendar

Tactic	2019 Expenses	January				February				March				
		31	7	14	21	28	4	11	18	25	4	11	18	25
Owned Instagram Content	Staff													
Owned Facebook Content	Staff													
Promoted Instagram Content	\$2,500													
Promoted Facebook Content	\$2,500													
ExperienceWorthington.com Blog Posts	\$2,880													
FAM Tours	\$2,500													
Host Group Tours in Worthington	Staff													
Ohio Tourism Association Conference	\$1,000													

BLOG Topic Overview

Q1:

- Welcome Katie Kramer, MAC Exec Director
- Salt House: Let's Get Salty
- Slice of Worthington
- First Wednesdays
- Get to Know Mrs. Goodman's

Q3:

- Whitney House Profile
- Mall Eats: Places to Grab a Bite at Shops at Worthington Place
- Share the Road: Biking to Old Worthington
- Treat Yo Self: Spas in Worthington

Q2:

- Outdoor Farmers Market Preview
- New Collaborations at Highline Coffee
- Sustainable Worthington Overview
- Get to Know Natalie's Pizza
- The Madery Update

Q4

- What's up at the MAC?
- Lend a Hand! How to get Involved
- Rush Creek: Our Hidden Gem
- Community Leader Spotlight

Tourism Ambassador Program



Community Volunteers + Worthington Merchants

- Involve residents & Partnership volunteers in welcoming visitors
- Quarterly educational meeting about tourism industry
- Hospitality training for Worthington businesses

Thank YOU



STAFF MEMORANDUM
City Council Meeting – February 4, 2019

Date: January 17, 2019

To: Matthew H. Greeson

From: Daniel Whited, P.E.

Subject: **Ordinance No. 04-2019 - Appropriation - East Wilson Bridge Road Waterline Replacement Project**

EXECUTIVE SUMMARY

This Ordinance appropriates funds, awards the bid and determines to proceed with the project to replace a waterline along East Wilson Bridge Road.

RECOMMENDATION

Approve as Presented

BACKGROUND/DESCRIPTION

City Council authorized staff to seek bids for this project on December 10, 2018. In mid-December 2018, staff advertised for bids the East Wilson Bridge Waterline Replacement project. Bid were opened on January 11, 2019. Columbus Asphalt Paving came in as the lowest and best bid, well within the Engineer's Estimate of \$916,340.19. We are asking to award the contract to Columbus Asphalt Paving, and appropriating funds from the Capital Improvements Project fund for \$995,985 which includes a 10% contingency.

FINANCIAL IMPLICATIONS/FUNDING SOURCES (if applicable)

This project is included in the City's Capital Improvements Program (CIP). The CIP includes \$1,000,000 for the project, which is scheduled for bonding. The project has incurred \$81,505 for design services.

ATTACHMENTS

Ordinance No. 04-2019

ORDINANCE NO. 04-2019

Amending Ordinance No. 52-2018 (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 East Wilson Bridge Road Waterline and all Related Expenses and Determining to Proceed with said Project. (Project No. 678-18)

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. 308.8160.533407 an amount not to exceed Nine Hundred Ninety Five Thousand Nine Hundred Eighty Five Dollars (\$995,985.00) to pay the cost of the East Wilson Bridge Road Waterline Project and all related expenses (Project No. 678-18).

SECTION 2. That the City Manager be and hereby is authorized and directed to enter into an agreement with the firm of Columbus Asphalt Paving 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 – February 4, 2019

Date: January 29, 2019

To: Matthew H. Greeson, City Manager

From: R. Lee Brown, Director of Planning & Building

Subject: Resolution - Amendment to Development Plan & Variances - 54 West Wilson Bridge Road

EXECUTIVE SUMMARY

The Resolution authorizes an Amendment to the Development Plan (ADP) with a Variance for signage and lighting - 54 West Wilson Bridge Road (Paul J. Wolenski/Bank of America) ADP 08-18 & ADP 01-19

RECOMMENDATION

Municipal Planning Commission recommends conditional approval for the signage and lighting. (See below for the conditions recommended.)

Staff does not recommend approval of the proposed Amendment to Development Plan with variances for signage, however staff recommends approval of a variance for lighting

BACKGROUND/DESCRIPTION

Background & Request:

This outbuilding on the Shops at Worthington Place property has always functioned as a financial institution, most recently Telhio Credit Union. This request by Bank of America is the first time the space (approximately 2,054 sq. ft.) is proposed to be used without employees, with the only bank functions being accomplished with Automated Teller Machines (ATMs).

Project Details:

1. Two ATMs are proposed for the site, one for walk-up traffic and one for drive-thru traffic.
 - The walk-up ATM is proposed in place of the front door facing W. Wilson Bridge Rd. The proposal involves removing the existing vestibule, and installing an ATM machine with a Bank of America sign at the top. The plan includes a full height

- window that would act as an egress door to the right of the proposed ATM in the center, and a shorter window to the left. The aluminum infill around the ATM is now proposed to be white.
- The second ATM is proposed beneath the drive-thru canopy at the rear of the building. This machine is also proposed with a sign at the top. Also, logos are proposed on the sides of the topper. Roughly 4 ½' wide by 7 ¾" high directional signs are proposed on the edge of the canopy. Bollards are proposed to protect the machine, and would be gray with narrow red stripes.
2. A wall sign is proposed to be mounted in place of the existing sign box (24 sf in area). Now proposed is a 90" wide x 37 ¼" high (~24 sf in area) aluminum box painted to match the brick, with white letters mounted on the face to identify "Bank of America", a logo, and "ATM". The lettering and logo are proposed to be halo lit.
 3. A new sign box is proposed to top the existing pole in front of the building. The existing sign box on the pole is 14 sf in area per side. The proposal is 80 ½" wide x 40 ⅞" high (~23 sf in area) tan box would extend out toward the street from the pole, having concave sign faces that are 71 ¾" wide x 34 ⅞" high. The faces are proposed with an opaque white background, and blue lettering and a blue and red logo. The pole is proposed to be wrapped in 1'8" wide tan material.
 4. Lighting:
 - Five new 15' high light poles are proposed on the site. Two poles are proposed just off the edge of the pavement on each side. At the front of the property, the existing 25' high pole would be removed, and a new 15' pole is proposed in the same general location. The proposed fixtures would be Mirada Medium, which appear to be similar to the Viper fixtures used in the Shops at Worthington Place parking lot. The fixtures would have 12,000 lumens, and 4000K color temperature, and the poles and fixtures are proposed to be black to match the existing at the Shops.
 - The two existing 25' poles to the north, closest to the drive-thru canopy, are proposed to have the fixtures replaced to match those on the new poles.
 - Four new canopy light fixtures are proposed, also being 4000K LED, and producing up to 15.9 footcandles of light. New light fixtures to match are also proposed above the walk-up ATM.
 - Light levels would spill over the existing and proposed property lines, which would require a variance. Although the average illumination on the entire property is shown as 3.0 footcandles, the areas near the two ATMs are much higher.
 5. Variances required:
 - Section 1170.05(b) – Wall-mounted signage
 - i. Each business is permitted one wall-mounted sign
 1. ATM signage, including logos are considered signage.
 2. In addition to the proposed wall sign on the west side, signs are proposed on the top of the walk-up ATM; and on the front and sides of the drive-up ATM topper, for a total of five (5) wall-mounted signs.
 - Section 1181.05(d)(1) – Lighting
 - i. The average illumination level shall not exceed 3 footcandles. The light level along a property line shall not exceed 0 footcandles.

Land Use Plans:

Architectural District and Development Plan Ordinances

The Board should review the exterior detail and relationship of the changes to existing sites and building. Primary building entrances should be on the street-facing principal facade.

The Worthington Design Guidelines and Architectural District Ordinance recommend signs be efficient and compatible with the age and architecture of the building. While the regulations permit a certain maximum square footage of signs for a business, try to minimize the size and number of signs. Place only basic names and graphics on signs along the street so that drive-by traffic is not bombarded with too much information. Signs must be distinctive enough to be readily visible but avoid incompatible modern colors such as “fluorescent orange” and similar colors. Bright color shades generally are discouraged in favor more subtle and toned-down shades.

Use of fairly small lighting fixtures, and as few as possible, is recommended. Fixtures should not be overly ornate. Simple and smaller usually is better. Avoid lighting fixtures mounted high above the ground. Avoid excessive brightness. Watch for excessive “spilling” of light onto adjacent properties and into nearby windows and storefronts, especially from parking lot lighting. Fixtures can include shades or screens to help with this.

Chapter 1181 - Wilson Bridge Corridor Districts

1181.05 Development Standards.

(b) Buildings. Building design should enhance the character of the WBC. A diversity of architectural styles is encouraged to provide visual interest and add to the overall appeal of the corridor.

(1) Design.

A. A principal building shall be oriented parallel to Wilson Bridge Road, or as parallel as the site permits, and should have an operational entry facing the street.

(d) Lighting. All exterior lighting shall be integrated with the building design and site and shall contribute to the night-time experience, including façade lighting, sign and display window illumination, landscape, parking lot, and streetscape lighting.

(1) The average illumination level shall not exceed 3 footcandles. The light level along a property line shall not exceed 0 footcandles.

(2) The height of parking lot lighting shall not exceed 15' above grade and shall direct light downward. Parking lot lighting shall be accomplished from poles within the lot, and not building-mounted lights.

(3) For pedestrian walkways, decorative low light level fixtures shall be used and the height of the fixture shall not exceed 12' above grade.

(4) Security lighting shall be full cut-off type fixtures, shielded and aimed so that illumination is directed to the designated areas with the lowest possible illumination level to effectively allow surveillance.

(e) Signs.

(1) General.

A. All new signs, including sign face replacement, shall be subject to the provisions herein.

7.A. - Amendment to Development Plan & Variances - 54 West Wilson Bridge Road

B. The provisions in Chapter 1170 shall apply to all signs in the WBC unless otherwise stated in this section.

C. Exterior lighting fixtures are the preferred source of illumination.

(2) Freestanding Signs

A. There shall be no more than one freestanding sign on parcels less than 2 acres in size, and no more than two freestanding signs on parcels 2 acres in size or greater.

B. Freestanding signs shall be monument style and no part of any freestanding sign shall exceed an above-grade height of 10'. Sign area shall not exceed 50 square feet per side, excluding the sign base. The sign base shall be integral to the overall sign design and complement the design of the building and landscape.

D. Light sources shall be screened from motorist view.

(3) Wall-mounted Signs

A. Each business occupying 25% or more of a building may have one wall sign and one projection sign. Wall-mounted signs shall not exceed 40 square feet in area, and projection signs shall not exceed 12 square feet in area per side.

Staff Analysis:

1. The non-illuminated topper panel with signs/logos on the front and sides for the drive-thru ATM should not be approved as part of this application. We have several other banks/institutions that are ready to make application for more signage if this is approved.
2. The proposed lighting is typical of what we have seen in the past with banks with drive-thru canopies. A small amount of light spilling over commercial property lines onto adjacent drive and parking areas seems reasonable.

Recommendations:

Staff is not recommending approval of the proposed Amendment to Development Plan with variances for signage, however we are recommending approval of a variance for lighting.

Municipal Planning Commission reviewed and recommended conditional approval for signage to City Council at its meeting on December 13, 2018 with the following conditions:

- That the front entry will have no illumination around the ATM.
- That the ATM toppers will have no illumination.
- That the windows will have internal frosting of a non-metallic and non-reflective material.
- All signs on the site will have opaque backgrounds.
- The lighting package was removed from the application.

Municipal Planning Commission reviewed and recommended conditional approval for lighting to City Council at its meeting on January 24, 2019 with the following conditions:

- That the fixtures will match the existing mall fixtures
- That the light pole bases will be flush with the ground
- That the bollards will match the color of the poles

ATTACHMENTS

- Resolution

7.A. - Amendment to Development Plan & Variances - 54 West Wilson Bridge Road

- Application & Materials
- ARB & MPC December 13, 2018 Meeting Minutes
- ARB & MPC January 24, 2019 DRAFT Meeting Minutes

RESOLUTION NO. 06-2019

Authorizing an Amendment to the Final
Development Plan for 54 West Wilson Bridge Road
and Authorizing Variances (Bank of America).

WHEREAS, Paul J. Wolenski has submitted a request for an amendment to the Final Development Plan for 54 West Wilson Bridge Road; and,

WHEREAS, Sections 1175.01 (f) and 1107.01 of the Codified Ordinances of the City of Worthington provide that when an applicant wishes to change, adjust or rearrange buildings, parking areas, entrances, heights or yards, following approval of a Final Development Plan, and variances are included, the modification must be approved by the City Council; and,

WHEREAS, the proposal for signage has received a complete and thorough review by the Municipal Planning Commission on December 13, 2018 and conditional approval has been recommended by the Commission with the following conditions: No illumination around the ATM at the front entry, No illumination for ATM toppers and surrounds. Windows must have internal frosting that is non-metallic and non-reflective material. All signs are to have opaque backgrounds and the lighting package was removed from the application; and,

WHEREAS, the proposal for lighting also received a complete and thorough review by the Municipal Planning Commission on January 24, 2019 and conditional approval has been recommended by the Commission with the following conditions: New fixtures will match the existing mall fixtures, light pole bases will be flush with the ground and the bollards will match the floor of the poles.

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

SECTION 1. That the amendment to the approved Final Development Plan at 54 West Wilson Bridge Road as per Case No. ADP 08-18, Drawings No. ADP 08-18 dated November 30, 2018 and Case No. ADP 01-19, Drawings No. ADP 01-19 dated January 11, 2019 attached hereto as Exhibit "A" be approved.

SECTION 2. That there be and hereby is granted variances from Code Sections 1170.05(c) and Section 1181.05(d)(1) to permit more than one wall-mounted sign per business and to permit lighting to exceed 0 footcandles at the property line.

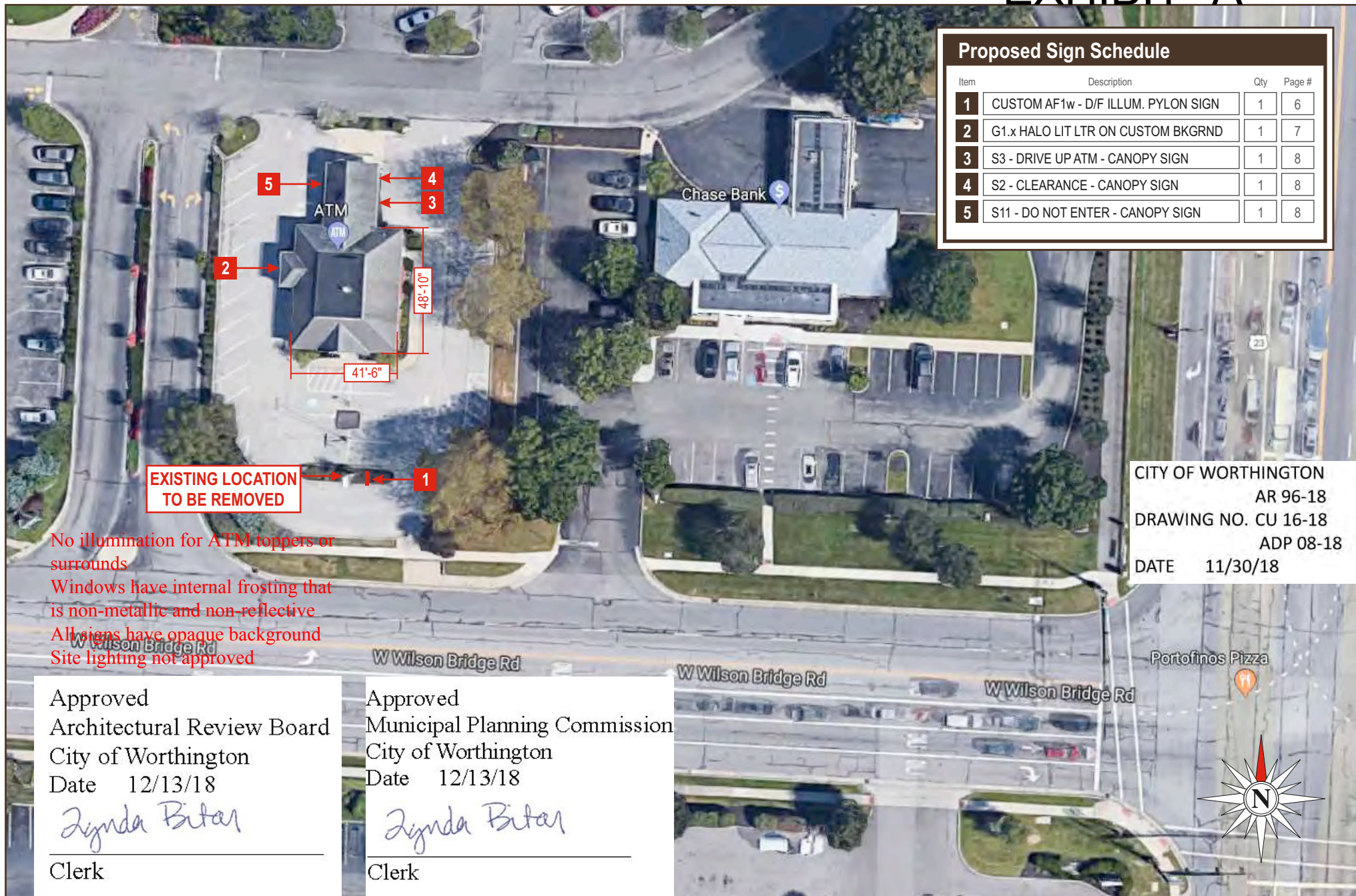
SECTION 3. That the Clerk of Council be and hereby is instructed to record this Resolution in the appropriate record book.

Adopted _____

President of Council

Attest

Clerk of Council



Drawing prepared by:

SITE PLAN

Drawing prepared for:

ICON

Location:
 54 W Wilson Bridge Rd
 Worthington, OH 43085-2226

Proj #:
 4305
 Loc #:
 15000

Bank of America

File Path:

Active\BANKS\B\Bank Of America\2018\Locations\4305_15000_Worthington_OH_R8.cdr

Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:	Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.				
Original	301934	07/30/18	BVW	AM		Rev #:	Req#:	Date:	Req. By:	Drawn By:
Rev 1	302951	08/27/18	BVW	AM	Revise Signs 1 with New and Sign 5 with updated vinyl	Rev 7	305950	11/15/18	BVW	Lv
Rev 2	303454	09/06/18	BVW	AM	Various Changes; Reference Request Notes	Rev 8	306156	11/28/18	BVW	AM
Rev 3	304246	09/25/18	BVW	AM	Various Changes; Reference Request Notes	Rev 9	000000	00/00/00	XXX	XXX
Rev 4	304640	10/04/18	BVW	Lv	Removed signs 2 & 3 - re-numbered BB	Rev 10	000000	00/00/00	XXX	XXX
Rev 5	304845	10/10/18	BVW	Lv	Various Changes - See Request					
Rev 6	305766	11/09/18	BVW	AM	Revise Sign 1 to 20sf; Use Sign 5 to G-1					

ADP 08-18 & ADP 01-19

No illumination for ATM toppers or surrounds
 Windows have internal frosting that is non-metallic and non-reflective
 All signs have opaque background
 Site lighting not approved

Approved
 Architectural Review Board
 City of Worthington
 Date 12/13/18

Zynda Bitar

Clerk

Approved
 Municipal Planning Commission
 City of Worthington
 Date 12/13/18

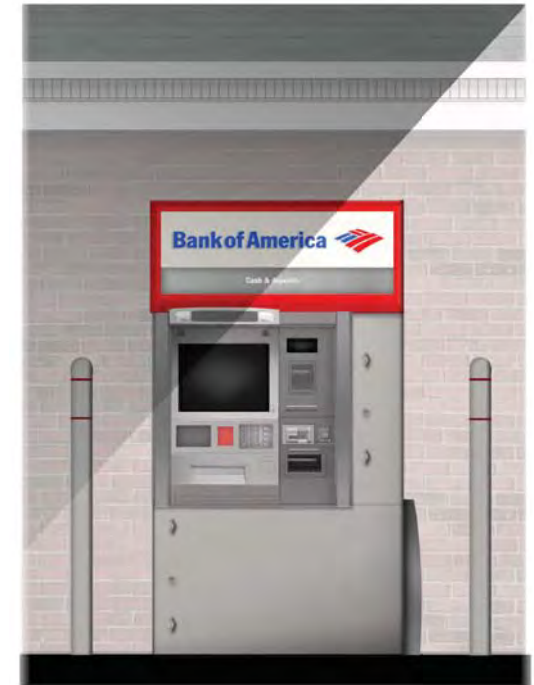
Zynda Bitar

Clerk

CITY OF WORTHINGTON
 AR 96-18
 DRAWING NO. CU 16-18
 ADP 08-18
 DATE 11/30/18



Walk up ATM - White Metal Surround



Drive up ATM

CITY OF WORTHINGTON
AR 96-18
DRAWING NO. CU 16-18
ADP 08-18
DATE 11/30/18

No illumination for ATM toppers or surrounds
Windows have internal frosting that is non-metallic and non-reflective
All signs have opaque background
Site lighting not approved

Approved
Architectural Review Board
City of Worthington
Date 12/13/18
Zynda Bitar
Clerk

Approved
Municipal Planning Commission
City of Worthington
Date 12/13/18
Zynda Bitar
Clerk



Bank of America
Series 6500 Surround
shown with a Diebold 7750 ATM.
November 05, 2015
\\b\bofa\6500

FRAME-R-SUR-54-SINGLE-STD

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No illumination for ATM
toppers or surrounds
Windows have internal
frothing that is non-metallic
and non-reflective
All signs have opaque
background
Site lighting not approved

CITY OF WORTHINGTON
AR 96-18
DRAWING NO. CU 16-18
ADP 08-18
DATE 11/30/18

AGI Architectural
Graphics
Incorporated
2655 International Parkway
P.O. Box 9175
Virginia Beach, VA 23450
(757)427-1900

Project Title
BANK OF AMERICA

Date **05.21.15**

AGI EOR **M. SMITH**

Lead Drafter

Drawn By **MPK/GLM**

Project Mgr. **M. BENTON**

General Sign Specifications

☒ Interior ☐ Exterior
☒ Single Faced ☐ Double Faced
☐ Non-Illuminated
☒ Illuminated
120 Volts _____ Amps(+/-)

Location _____

Windload _____



ALUM. CLADDING IS **PAINTED MAP #MP49696 'RED' W/ FINE STIPPLE FINISH ON ALL EXPOSED SURFACES**

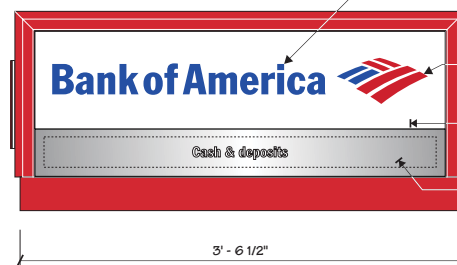
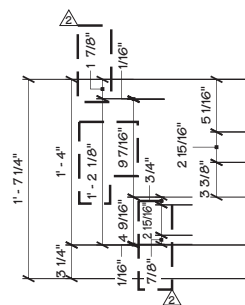
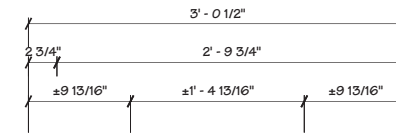
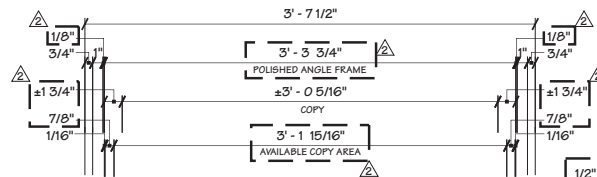
ALUM. PIANO HINGE CONTINUOUS ACROSS
TOP **PAINTED MAP #49696 'RED' W/ FINE STIPPLE FINISH**
-SET PIANO HINGE IN 1" ON EACH SIDE

3 PLAN VIEW
1" = 1' - 0"

Approved
Architectural Review Board
City of Worthington
Date 12/13/18

Zynda Bitar

Clerk



1/2" POCKET ROUTED CLEAR GLOSS ACRYLIC WORDMARK
W/ **#2114 'BLUE' ACRYLIC** GLUED TO SURFACE

.090" FABRICATED ALUM. FRAME **PAINTED MAP #MP49696 'RED' W/ FINE STIPPLE FINISH ON ALL EXPOSED SURFACES**

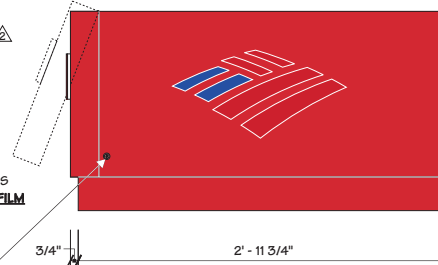
1/2" POCKET ROUTED CLEAR GLOSS ACRYLIC FLAGSCAPE
W/ **#2114 'BLUE' & #2785 'RED' ACRYLIC** GLUED TO SURFACE

1/8" ALUM. FACE **PAINTED MAP 'GARBO SILVER' FULL GLOSS W/ CLEAR GLOSS COAT** W/ ROUTED OUT GRAPHICS

118 PLASKOLITE FABBACK CLEAR ACRYLIC MIRROR PANEL
W/ AR COATING & SECOND SURFACE ETCHED BACKLIT GRAPHICS
OUT OF MIRRORRED BACKGROUND W/ **3M #5635-70 DIFFUSER FILM**
-COPY AREA IS SHOWN DOTTED IN, DO NOT PRINT BOX

STAINLESS STEEL DOUBLE BITTED CAMLOCK
(COMPX #29058)

1 FRONT ELEVATION
1" = 1' - 0"



2 SIDE VIEW
1" = 1' - 0"

Approved
Municipal Planning Commission
City of Worthington
Date 12/13/18

Zynda Bitar

Clerk

Drawing Revisions	Change	Date	By
1	GLM	07.13.15	GLM
2	GLM	07.28.15	GLM
3	GLM	07.28.15	GLM
4	GLM	07.28.15	GLM
5	GLM	07.28.15	GLM
6	GLM	07.28.15	GLM
7	GLM	07.28.15	GLM
8	GLM	07.28.15	GLM
9	GLM	07.28.15	GLM
10	GLM	07.28.15	GLM
11	GLM	07.28.15	GLM
12	GLM	07.28.15	GLM
13	GLM	07.28.15	GLM
14	GLM	07.28.15	GLM
15	GLM	07.28.15	GLM
16	GLM	07.28.15	GLM
17	GLM	07.28.15	GLM
18	GLM	07.28.15	GLM
19	GLM	07.28.15	GLM
20	GLM	07.28.15	GLM

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Code **6828** Type **C**
Sign Type **FRAME-R-TOP-D7790** PG #: **1**



*RENDERING IS APPROX. ACTUAL LOOK MAY SLIGHTLY VARY

WEST ELEVATION

SCALE: NTS

Drawing prepared by:

ELEVATION

Location: 54 W Wilson Bridge Rd
Worthington, OH 43085-2226

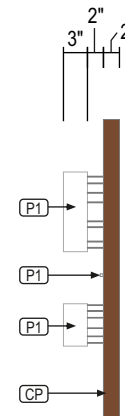
Proj #: 4305

Loc #: 15000

File Path: Active\BANKS\B\Bank Of America\2018\Locations\4305_15000_Worthington_OH_R8.cdr

Drawing prepared for:

Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:	Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.				
Original	301934	07/30/18	BV	AM						
Rev 1	302951	08/27/18	BV	AM	Revise Signs 1 with New and Sign 5 with updated vinyl	Rev 7	305950	11/15/18	BW	Lv
Rev 2	303454	09/06/18	BV	AM	Various Changes; Reference Request Notes	Rev 8	306156	11/28/18	BW	AM
Rev 3	304246	09/25/18	BV	AM	Various Changes; Reference Request Notes	Rev 9	000000	00/00/00	XXX	XXX
Rev 4	304640	10/04/18	BV	Lv	Removed signs 2 & 3 - re-numbered BB	Rev 10	000000	00/00/00	XXX	XXX
Rev 5	304845	10/10/18	BV	Lv	Various Changes - See Request					
Rev 6	305766	11/09/18	BV	AM	Revise Sign 1 to 20sf; Use Sign 5 to 6.1					

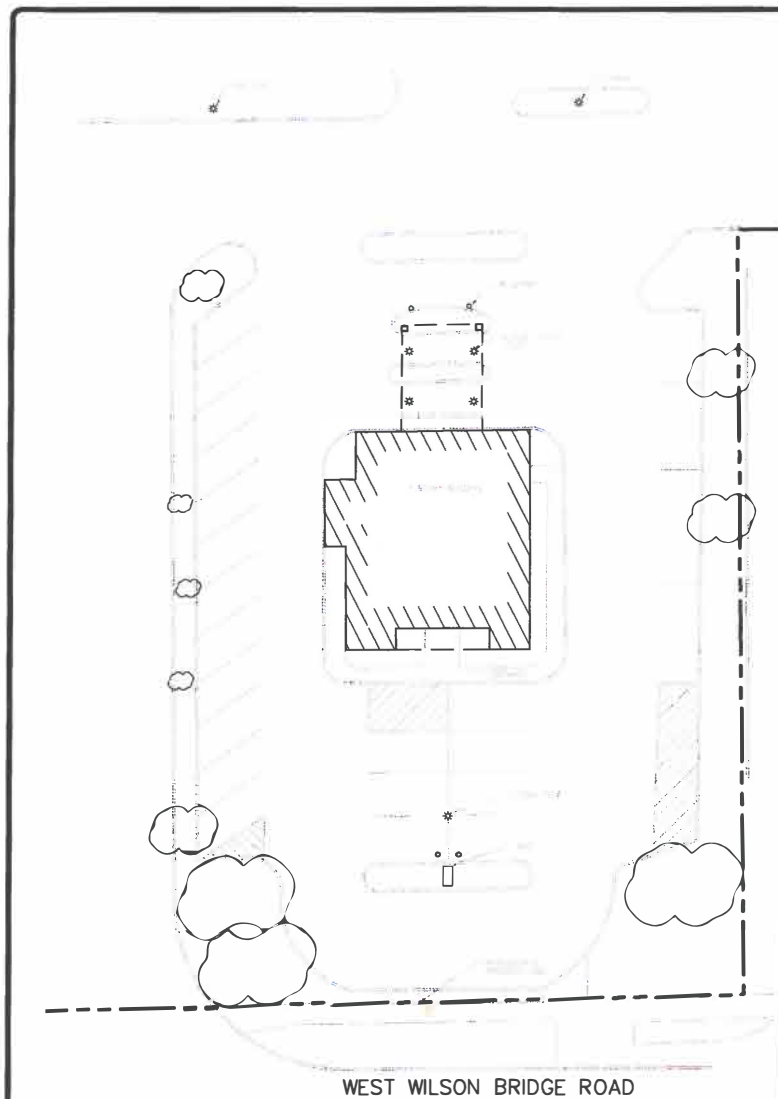


DATE 11/30/18

SCALE: NOT TO SCALE

Page 7

Item 7.A. Page 12 of 71



NOTES:

- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- THE PROPERTY AND FEATURES SHOWN WITHIN THE EXISTING CONDITIONS PLAN MAY DIFFER FROM ACTUAL FIELD CONDITIONS AND SHALL NOT BE USED AS AN OFFICIAL SURVEY OF THE PARCEL. IF FIELD CONDITIONS DIFFER FROM PLANS, CONTRACTOR IS TO CONTACT STONEFIELD ENGINEERING & DESIGN.
- THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE SEARCH OR BOUNDARY SURVEY. THEREFORE THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, RIGHT-OF-WAY, COVENANTS, ETC. AS MAY BE DISCLOSED IN A CURRENT TITLE SEARCH.

APPROVED

ARCHITECTURAL REVIEW BOARD

CITY OF WORTHINGTON

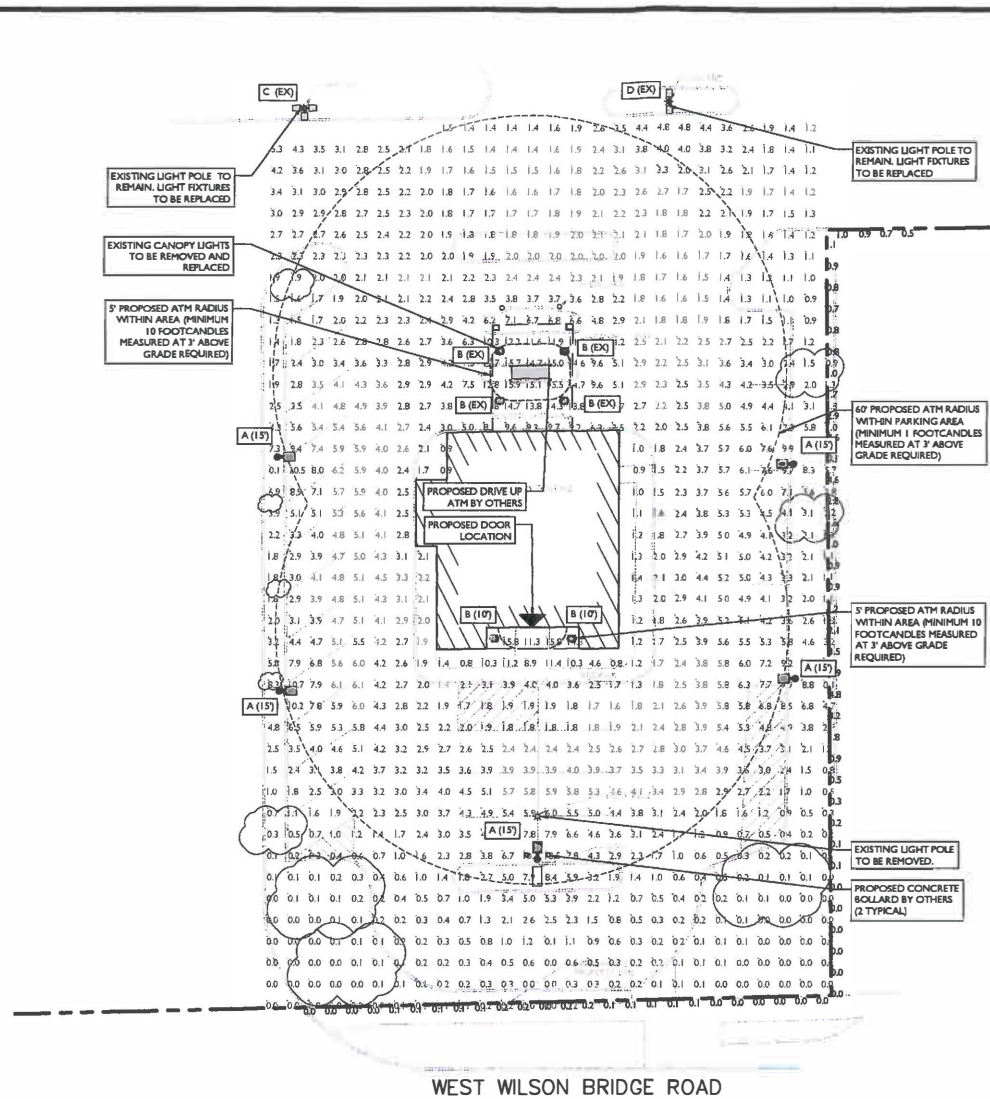
DATE 1/24/19

CLERK

EXISTING CONDITIONS

LEGEND

- PAINTED HANDICAP PARKING SPACE
- LIGHT POLE OR CANOPY LIGHT
- CONCRETE CURB
- BUILDING
- BUILDING OVERHANG
- APPROXIMATE PROPERTY LINE



LIGHTING MEASURED AT 36" ABOVE GRADE

PROPOSED LUMINAIRE SCHEDULE

SYMBOL	LABEL	QUANTITY	SECURITY LIGHTING	DISTRIBUTION	LLF	MANUFACTURER	IES FILE
	A	5	MIRADA MEDIUM SERIES LED AREA LIGHT 12 L	FT	0.90	LSI LIGHTING	MIR-LED-12L-SIL-FT-40-70CRI
	B	6	CREE CPY SERIES - C INPUT POWER - 40K	V	0.90	CREE	CPY25-BXX-C-UL-XX-40K
	C	1	MIRADA MEDIUM SERIES LED AREA LIGHT 12 L	FT	0.90	LSI LIGHTING	MIR-LED-12L-SIL-FT-40-70CRI
	D	1	MIRADA MEDIUM SERIES LED AREA LIGHT 12 L	FT	0.90	LSI LIGHTING	MIR-LED-12L-SIL-FT-40-70CRI

EXISTING AND MODIFIED LUMINAIRE SCHEDULE

SYMBOL	LABEL	QUANTITY	MOUNTING HEIGHT	FIXTURE DESCRIPTION	NOTES
	D	1	MATCH EXISTING	EXISTING AREA LIGHT	CONTRACTOR SHALL RE-LAMP AND RE-BALLAST EXISTING LIGHT FIXTURES WITH FIXTURE "D" ABOVE
	E	1	MATCH EXISTING	EXISTING AREA LIGHT	CONTRACTOR SHALL RE-LAMP AND RE-BALLAST EXISTING LIGHT FIXTURES WITH FIXTURE "E" ABOVE

SECURITY LIGHTING PLAN

LIGHTING LEGEND

- A (XX) PROPOSED LIGHT FIXTURE LABEL (PROPOSED MOUNTING HEIGHT)
A (EX) EXISTING LIGHT FIXTURE LABEL (MOUNTED AT EXISTING HEIGHT)

NOTES:

- CONTRACTOR SHALL CONFIRM THE PROPOSED LOCATION OF FIXTURES MOUNTED TO WALL AND CANOPY WILL NOT CONFLICT WITH THE EXISTING CANOPY STRUCTURAL BEAMS. CONTRACTOR TO CONTACT STONEFIELD ENGINEERING & DESIGN, LLC IF THE PROPOSED LOCATION OF THESE FIXTURES IS NOT FEASIBLE.
- ALL EXISTING TREE LIMBS WITHIN 60 FOOT ATM RADIUS SHOWN ON PLAN SHALL BE TRIMMED TO A MINIMUM OF 6 FEET ABOVE GRADE. ALL SHRUBS TO BE TRIMMED TO 36" HIGH WITHIN 60 FOOT ATM RADIUS. ALL BRUSH SHALL BE REMOVED. FUTURE GROWTH AND FULL BLOOM SHALL BE CONSIDERED. EXISTING TREE LIMBS SHALL BE TRIMMED TO PREVENT LIGHT INTERFERENCE AS NECESSARY. NO WORK SHALL BE COMPLETED ON ADJACENT PROPERTY OR WITHIN RIGHT-OF-WAY.
- PRIOR TO BID, CONTRACTOR SHALL MAKE NOTE OF EXISTING EXTERIOR LIGHTING AT NIGHT AND NOTIFY OWNER OF DAMAGED OR INOPERABLE LIGHTS ON PLANS TO DETERMINE WHETHER REPAIRS SHALL BE MADE. CONTRACTOR SHALL REPAIR ALL INOPERABLE LIGHTS UNLESS NOTED FOR REPLACEMENT ON THESE PLANS.
- THIS LIGHTING DESIGN IS BASED ON THE BANK'S CURRENT POLICY FOR EXTERIOR ATMS.
- ALL LIGHTS TO HAVE PHOTOCELL OPTION ENABLED.
- THE CONTRACTOR IS RESPONSIBLE TO PREPARE A WIRING PLAN AND PROVIDE ELECTRIC SERVICE TO ALL PROPOSED LIGHTING FIXTURES. THE CONTRACTOR IS REQUIRED TO PREPARE AN AS-BUILT PLAN OF WIRING AND PROVIDE COPIES TO THE OWNER AND STONEFIELD ENGINEERING & DESIGN, LLC.
- CONTRACTOR TO ENSURE THAT ALL LIGHTS CONTRIBUTING TO THE ATM SECURITY LIGHTING ARE WIRED TO THE REMOTE ATM TENANT SPACE OR THAT THE LIGHTS WILL REMAIN ON FROM DUSK UNTIL DAWN VIA PHOTOCELL.
- IF PROPOSED MOUNTING HEIGHT OR LOCATION OF LIGHT FIXTURE "C" IS NOT FEASIBLE CONTRACTOR IS TO DETERMINE A FEASIBLE HEIGHT AND CONTACT STONEFIELD ENGINEERING & DESIGN, LLC.
- ANY AREAS OF DISTURBANCE SHALL BE REPLACED IN KIND.
- IF LIGHT FIXTURES "D" & "E" ARE UNABLE TO BE MOUNTED AT A MINIMUM OF 25 FT ABOVE GRADE, CONTRACTOR TO CONTACT STONEFIELD ENGINEERING & DESIGN, LLC.
- CONTRACTOR TO HAVE PROPERTY LINE STAKED PRIOR TO CONSTRUCTION. CONTRACTOR TO CONFIRM PROPOSED LIGHTS ARE ON SUBJECT PROPERTY.

BANK OF AMERICA MINIMUM LIGHTING STANDARDS

REQUIRED	PROPOSED
MINIMUM 1 FOOTCANDLE IN DEFINED PARKING AREA WITHIN 60 FT OF THE VESTIBULE DOOR MEASURED 36" ABOVE GRADE	1.1 FOOTCANDLES
MINIMUM 10 FOOTCANDLE WITHIN 5 FT OF THE ATM FACE MEASURED 36" ABOVE GRADE (WALK UP ATM)	14.9 FOOTCANDLES
MINIMUM 10 FOOTCANDLE WITHIN 5 FT OF THE ATM FACE MEASURED 36" ABOVE GRADE (DRIVE UP ATM)	15.4 FOOTCANDLES

WORTHINGTON OHIO REQUIREMENTS

REQUIRED	PROPOSED
THE AVERAGE ILLUMINATION LEVEL SHALL NOT EXCEED 3 FOOTCANDLES. THE LIGHT LEVEL ALONG A PROPERTY LINE SHALL NOT EXCEED 6 FOOTCANDLES.	3.0 FC AVERAGE 2.0 FC AT LOT LINE (EN)
POLE MOUNTED FIXTURES SHALL NOT EXCEED 15 FT	15 FT
BUILDING MOUNTED FIXTURES SHALL NOT EXCEED 12 FT	N/A
SECURITY LIGHTING SHALL BE FULL CUT-OFF TYPE FIXTURES, SHIELDED, AND AIMED SO THAT ILLUMINATION IS DIRECTED TOWARD DESIGNATED AREA.	PROVIDED

(EN) EXISTING NON-COMFORMITY

ALL EXISTING LIGHTS TO REMAIN
UNLESS NOTED OTHERWISE

CITY OF WORTHINGTON

DRAWING NO. AR 06-19
ADP 01-19APPROVED
WORTHINGTON MUNICIPAL PLANNING COMMISSION
DATE 01/11/19

CLERK OF COMMISSION



Bank of America

High St & Wilson Bridge RATM

Lighting Design

Parcel ID: 100-006702-00
54 West Wilson Bridge Road
City of Worthington
Franklin County, OH

ARCHITECT:

NELSON

Nelson Architecture Corp.
a licensed architect

135 S. LaSalle
Suite 1250
Chicago, IL 60603
Telephone 312.992.3221
Facsimile 312.263.1228

CIVIL ENGINEER:

STONEFIELD
engineering & design

Rutherford, NJ • Princeton, NJ • Long Island City, NY • Rutherford, NJ • Tampa Bay, FL
www.stonefieldeng.com

28454 Woodward Avenue, Royal Oak, MI 48067
Phone 248.247.1115

Issue	Date & Issue Description	By	Check
01	08/30/2018	VPM	ERW
	FOR CLIENT REVIEW		
02	11/27/2018	ADG	ERW
	FOR CLIENT REVIEW		
03	12/17/2018	ADG	ERW
	FOR CLIENT REVIEW		
04	01/10/2019	STJ	ERW
	FOR CLIENT REVIEW		

OHIO LICENSE No. 00383
LICENSED PROFESSIONAL ENGINEER

STJ ERW
DRAWN BY CHECKED BY

STONEFIELD
engineering & design, llc.

SCALE: (H) 1" = 20'

PROJECT ID: M-18241

TITLE:

EXISTING CONDITIONS &
SECURITY LIGHTING PLAN

SHEET:

C-2

LIGHT INSTALLATION NOTES

CONTRACTOR RESPONSIBILITY NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PERMITTING, INCLUDING COORDINATION WITH THE LOCAL JURISDICTION AND ANY ASSOCIATED PERMIT FEES OR PROCESSING. CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN LLC UPON RECEIPT OF PERMIT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITTING DOCUMENTS THAT ARE NOT INCLUDED IN THE LIGHTING DESIGN PACKAGE. THESE INCLUDE, BUT ARE NOT LIMITED TO, STAMPED ELECTRICAL DRAWINGS, STAMPED POLE BASE DRAWINGS AND PROFESSIONAL SURVEY.
3. CONTRACTOR SHALL PROVIDE THE BANKING CENTER NOTIFICATION AT LEAST ONE WEEK IN ADVANCE OF ANY WORKING OR STARTING WORK.
4. CONTRACTOR SHALL VERIFY VOLTAGE REQUIREMENTS FOR FIXTURES PRIOR TO PLACEMENT OF FIXTURES.
5. CONTRACTOR TO VERIFY LIGHTING CONTROLS PRIOR TO BEGINNING CONSTRUCTION. SEE LIGHTING CONTROL NOTES.
6. CONTRACTOR SHALL RECEIVE FORMAL APPROVAL FROM STONEFIELD ENGINEERING & DESIGN LLC ON ANY FIXTURE MODIFICATIONS OR VARIATIONS FROM THE LUMINAIRE SCHEDULE.
7. CONTRACTOR SHALL VERIFY EXISTING AND PROPOSED FIXTURE MOUNTING CONDITIONS IN FIELD. ANY SPECIAL MOUNTING HARDWARE NEEDED FOR PROPOSED FIXTURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. CONTRACTOR SHALL SUPPLY ALL NEW LIGHT POLES. NEW LIGHT POLES SHALL MATCH EXISTING MONITORS ON SITE FOR POLE TYPE AND PAINT COLOR.
9. CONTRACTOR SHALL ORDER ALL FIXTURES FROM SHIEL ELECTRICAL WHO SALES IN ACCORDANCE WITH BANK OF AMERICA NATIONAL ACCOUNT.
10. CONTRACTOR SHALL REPAIR ALL NECESSARY PATCHING OR REPAIRING FOR ADDED, REMOVED, OR REPLACED FIXTURES.
11. CONTRACTOR SHALL REPAIR ANY DISTURBED AREAS BACK TO EXISTING CONDITION INCLUDING PAVED AREAS, LANDSCAPED AREAS, ETC.
12. CONTRACTOR SHALL VERIFY AND DOCUMENT COMPLETED WORK DURING NIGHT HOURS. ALL FIXTURES MUST BE FUNCTIONAL DURING NIGHT HOURS PRIOR TO SCHEDULING A FINAL SURVEY.
13. CONTRACTOR SHALL PROVIDE BEFORE AND AFTER NIGHT TIME PHOTOS OF THE SITE.
14. CONTRACTOR SHALL RECEIVE A PUNCHLIST UPON FINAL SURVEY FOR ANY REMAINING ITEMS TO BE COMPLETED.

LIGHTING CONTROL NOTES:

THE CONTRACTOR SHALL VERIFY THE CONTROLS FOR ALL EXTERIOR LIGHTING ON THE SITE (EXCLUDING SIGNAGE) AND ADJUST ACCORDING TO THE FOLLOWING:

1. IC3 CONTROL:

CONTRACTOR SHALL VERIFY THAT EXTERIOR LIGHTING CIRCUITS ARE CONTROLLED BY THE CORRECT IC3 CIRCUIT. WHERE EXTERIOR LIGHTING IS INCLUDED ON CONTROL CIRCUITS FOR INTERIOR SYSTEMS, INTERIOR LIGHTING, OR EXTERIOR SIGNAGE, CONTRACTOR SHALL ADJUST EXTERIOR LIGHTING TO THE CORRECT CONTROL CIRCUIT AS REQUIRED.

PHOTOCELL CONTROL:

CONTRACTOR SHALL REPLACE EXISTING PHOTOCELLS WITH NEW AND INSTALL IN A LOCATION BEST SUITED TO PROVIDE APPROPRIATE LIGHT EXPOSURE SUCH THAT EXTERIOR LIGHTS ARE ON DURING DARKNESS.

2. TIME CLOCK CONTROL:

CONTRACTOR SHALL VERIFY LOCATION OF THE CLOCK. IF THE CLOCK IS IN ELECTRICAL ROOM ALONG WITH IC3 CONTROLS, CONTRACTOR SHALL ADJUST CIRCUIT TO BE CONTROLLED BY IC3 EXTERIOR LIGHTING CONTROLS. IF THE CLOCK IS IN A REMOTE LOCATION NOT IN CLOSE PROXIMITY TO THE IC3 CONTROLS, CONTRACTOR SHALL VERIFY THE CLOCK IS SET PROPERLY AND LEAVE CIRCUIT ON THE TIME CLOCK CONTROL.

3. MANUAL CONTROL:

CONTRACTOR SHALL VERIFY THAT NO EXTERIOR LIGHTING IS CONTROLLED MANUALLY. IF ANY EXTERIOR LIGHTING IS ON A MANUALLY CONTROLLED CIRCUIT, CONTRACTOR SHALL ADJUST TO BE CONTROLLED BY PHOTOCELL OR IC3, WHICHEVER IS MOST ECONOMICALLY ACCOMPLISHED.

ADDITIONAL CONTRACTOR NOTES:

CONSTRUCTION COMPLETION VERIFICATION

UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE VERIFICATION IN WRITING TO THE BANK OF AMERICA PM THAT ALL WORK IS COMPLETE ACCORDING TO THE CONSTRUCTION DOCUMENTS, AND THAT ALL EXTERIOR LIGHTING IS FUNCTIONING DURING NIGHTTIME HOURS. COMPLETION PHOTOS, TAKEN AT NIGHT, SHALL BE PROVIDED IN THE FOLLOWING FORMAT:

1. SITE PHOTOS FROM ALL SIDES OF BUILDING.
2. MINIMUM OF 3 PHOTOS OF EACH COMPLIANCE AREA (ATHS) AFTER-HOURS. DEPOSITORIES, ASSOCIATE ENTRY) FROM DIFFERENT ANGLES.
3. MINIMUM OF 2 PHOTOS OF ALL NON-COMPLIANCE AREAS FROM DIFFERENT ANGLES.

GC SCHEDULING

1. PROHIBITED WORK HOURS: WORK IS PROHIBITED MONDAY THROUGH FRIDAY FROM 8 A.M. TO 4 P.M. AND ON SATURDAY FROM 8 A.M. TO 1 P.M. LOCAL MUNICIPALITY REQUIREMENTS AND INSPECTION PROCESS TAKE PRECEDENCE AND SHOULD BE COORDINATED PRIOR TO STARTING WORK.

2. PROVIDE PROGRAM SCHEDULE, COORDINATED SCHEDULE WITH ALL AWARDING SITES. SCHEDULE SHOULD INCLUDE CREW ASSIGNMENTS AND CONTINGENCIES FOR DELAYS.

3. INCLUDE CONSTRUCTION KICKOFF MEETING WITH FINANCIAL CENTER MANAGER, CARE MOBILE ENGINEER, AND CARE FACILITY MANAGER.

4. PROVIDE TRAVEL SKETCH FOR REVIEW.

5. IMPACT TO THE DRIVE THRU LANE, DETAILED DATES OF WORK INCLUDED IN SCHEDULE.

GENERAL NOTES:

1. EXISTING CONDITIONS SHOWN ON THE DRAWINGS ARE BASED ON A LIMITED AMOUNT OF INFORMATION AVAILABLE TO THE ENGINEER. ALL SUCH CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO SUBMITTING THE BID AND ADJUSTED IF NECESSARY. NO ADDITIONAL COMPENSATION SHALL BE GRANTED AFTER AWARDED A BID FOR ANY EQUIPMENT, MATERIAL, OR LABOR REQUIRED TO REWORK OR OTHERWISE MODIFY EXISTING CONDITIONS.
2. THIS LIGHTING DESIGN IS BASED ON A COMBINATION OF STATE STANDARDS, THE BANK'S CURRENT SECURITY POLICY FOR EXTERIOR ATM AND AFTER-HOURS DEPOSITORIES AND BANK GUIDELINES FOR NON-SECURITY COMPLIANCE ZONES.
3. TRIM ALL TREES/LANDSCAPING TO MINIMIZE IMPEDING LIGHT FROM ANY LIGHT FIXTURES THAT IMPACT THE 6' RADIUS AROUND ALL ATHS AND A RADIUS OF 5' AROUND ALL AFTER-HOURS DEPOSITORIES. CONSIDERATION MUST BE GIVEN TO TREES/LANDSCAPING IN A STATE OF FULL FOLIAGE/BLOOM AND FUTURE GROWTH. ALL LANDSCAPING WORK WILL BE PERFORMED BY OTHERS WITH A SEPARATE PERMIT (IF REQUIRED). ALL MOUNTING HEIGHTS ARE INTENDED TO THE BOTTOM OF THE FIXTURE.
4. CONTRACTOR TO FIELD VERIFY FIXTURE PLACEMENT DIMENSIONS PRIOR TO CONSTRUCTION.
5. DIMENSIONING PROVIDED IS FOR PROPOSED FIXTURE LOCATIONS ONLY, UNLESS OTHERWISE NOTED ON THE DRAWING.
6. THE CONTRACTOR SHALL ATTEMPT TO ELIMINATE THE USE OF EXPOSED CONDUIT WHERE POSSIBLE. IF EXPOSED CONDUIT IS NECESSARY, THE CONTRACTOR SHALL VERIFY USE WITH PROJECT MANAGER.
7. ALL EXISTING LIGHTS WILL BE REPLACED WITH LED LIGHTS AND ALL PROPOSED LIGHTS WILL ALSO BE LED, UNLESS OTHERWISE NOTED.
8. ALL FIXTURES ARE TO BE MOUNTED ABOVE FINISH GRADE.
9. UNLESS OTHERWISE NOTED, MATCH EXISTING POLE BASES.

FIXTURE CLARIFICATION NOTES:

1. STONEFIELD ENGINEERING & DESIGN LLC DOES NOT SPECIFY MOUNTING HARDWARE FOR ANY SPECIFIED FIXTURES. CONTRACTOR IS TO WORK WITH DISTRIBUTOR AND/OR MANUFACTURER ON A CASE BY CASE BASIS TO IDENTIFY AND ORDER REQUIRED MOUNTING HARDWARE.
2. CONTRACTOR TO VERIFY WHETHER EXISTING WIRING LOCATIONS OR THE ADDITION OF WIRING FOR NEW FIXTURE LOCATIONS IS SUFFICIENT FOR THE DESIGNATED FIXTURE LOCATION.
3. CONTRACTOR TO SPECIFY POLE COLOR AND TYPE PRIOR TO ORDERING.
4. ALL FIXTURES ARE ASSUMED BRONZE IN COLOR UNLESS NOTED OTHERWISE IN THE LUMINAIRE SCHEDULE. CONTRACTOR TO CONFIRM PRIOR TO ORDERING.

GENERAL NOTES:

1. THE CONTRACTOR SHOULD FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND PROPOSED SITE WORK (DIMENSIONS, LAYOUT, ETC.) PRIOR TO INITIATING THE IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS. SHOULD ANY EXISTING SITE CONDITION DIFFER FROM THAT IDENTIFIED HEREIN, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING IMMEDIATELY PRIOR TO THE START OF CONSTRUCTION.
2. ALL CONTRACTORS WILL TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONEFIELD ENGINEERING, LLC, AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES AND LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF CLAIMS BY EMPLOYEES OF THE CONTRACTOR IN ADDITION TO CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE, AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.
3. THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THIS PLAN SET UNLESS THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION.
4. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION.
5. ALL CONCRETE WORK SHALL CONFORM TO ACI BEST PRACTICES FOR APPROPRIATE TEMPERATURE AND WEATHER CONDITIONS.
6. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OR CAUSE DISTURBANCE ON A PRIVATE PROPERTY NOT CONTROLLED BY THE PERSON OR ENTITY WHO HAS AUTHORIZED THE WORK WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER OF THE PRIVATE PROPERTY.
7. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR UNDERMINED STRUCTURE OR SITE FEATURE THAT IS IDENTIFIED TO REMAIN ON THE PLAN SET. ALL REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTOR'S EXPENSE.
8. CONTRACTOR IS RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS, PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW. STONEFIELD WILL REVIEW IN ACCORDANCE WITH THE DESIGN INTENT AS REFLECTED WITHIN THE PLAN SET.
9. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
10. THE CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL AND COMPLIANCE WITH LOCAL, STATE, AND FEDERAL AIR QUALITY STANDARDS.
11. THE CONTRACTOR IS REQUIRED TO PERFORM ALL WORK IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY AND SHALL BE RESPONSIBLE FOR THE PROCUREMENT OF STREET OPENING PERMITS.
12. SHOULD AN EMPLOYEE OF STONEFIELD ENGINEERING AND DESIGN LLC BE PRESENT ON-SITE AT ANY TIME DURING CONSTRUCTION, IT DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES AND REQUIREMENTS LISTED IN THE NOTIC WITHIN THIS PLAN SET.

DEMOLITION NOTES:

1. THE CONTRACTOR IS RESPONSIBLE TO PROTECT AND MAINTAIN IN OPERATION ALL UTILITIES NOT DESIGNATED TO BE REMOVED.
2. THE WORK REFLECTED ON THE DEMOLITION PLAN IS TO PROVIDE GENERAL INFORMATION TOWARDS THE EXISTING ITEMS TO BE DEMOLISHED AND/OR REMOVED. THE CONTRACTOR IS RESPONSIBLE TO REVIEW THE OTHER SITE PLAN AND GEOTECHNICAL DOCUMENTS AND ASSOCIATED REPORTS INCLUDING ALL DEMOLITION ACTIVITIES AND INCIDENTAL TASKS NECESSARY TO COMPLETE THE SITE IMPROVEMENTS.
3. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF DEMOLITION ACTIVITIES.
4. THE CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL AND COMPLIANCE WITH LOCAL, STATE, AND FEDERAL AIR QUALITY STANDARDS.
5. UNLESS AT THE WRITTEN CONSENT OF BOTH THE OWNER AND GOVERNING AGENCIES, EXPLOSIVES SHALL NOT BE USED. BEFORE THE START OF ANY EXPLOSIVE PROGRAM, THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL LOCAL, STATE, AND FEDERAL PERMITS. IF THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL SEISMIC TESTING AS REQUIRED AND ANY DAMAGES AS THE RESULT OF SAID DEMOLITION ACTIVITIES.
6. ALL DEMOLITION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL UTILITIES ARE DISCONNECTED IN ACCORDANCE WITH THE UTILITY AUTHORITY'S REQUIREMENTS PRIOR TO STARTING THE DEMOLITION OF ANY STRUCTURE. ALL EXCAVATIONS ASSOCIATED WITH DEMOLISHED STRUCTURES OR REMOVED TANKS SHALL BE BACKFILLED WITH SUITABLE MATERIAL AND COMPACTED TO SUPPORT SITE AND BUILDING IMPROVEMENTS. A GEOTECHNICAL ENGINEER SHOULD BE PRESENT DURING BACKFILLING ACTIVITIES TO OBSERVE AND CERTIFY THAT BACKFILL MATERIAL WAS COMPACTED TO A SUITABLE CONDITION.
7. DEMOLISHED DEBRIS SHALL NOT BE BURIED ON-SITE. ALL WASTE/DEBRIS GENERATED FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS. CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL RECORDS OF THE DEMOLITION TO DEMONSTRATE COMPLIANCE WITH THE ABOVE REGULATIONS.
8. CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD SET OF PLANS REFLECTING THE LOCATION OF EXISTING UTILITIES THAT HAVE BEEN CAPED, ABANDONED, OR RELOCATED BASED ON THE DEMOLITION REQUIRED IN THIS PLAN SET. THIS DOCUMENT SHALL BE PROVIDED TO THE OWNER FOLLOWING THE SITE PLAN IMPROVEMENTS.

UTILITY NOTES:

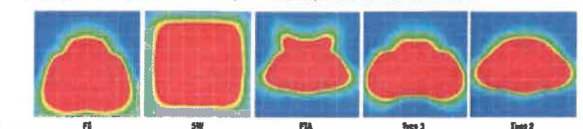
1. THE CONTRACTOR IS REQUIRED TO CALL THE APPROPRIATE AUTHORITY FOR NOTICE OF CONSTRUCTION/EXCAVATION AND UTILITY MARK OUT PRIOR TO THE START OF CONSTRUCTION IN ACCORDANCE WITH STATE LAW. CONTRACTOR IS REQUIRED TO CONFIRM THE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES IN THE FIELD. SHOULD A CONFLICT EXIST BETWEEN THE FIELD LOCATION SHOWN ON THE UTILITY AND THE LOCATION SHOWN ON THE PLAN SET OR SURVEY, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING AND DESIGN LLC IMMEDIATELY IN WRITING.



Mirada Medium - MRM
Outdoor LED Area Light

Performance (Cont.)

All published luminaire photometric testing performed to IESNA LM-79 standards. ISO photocandela plots below demonstrate the Mirada MRM light patterns only. Not for total fixture output. For complete specifications and IES files, see website.

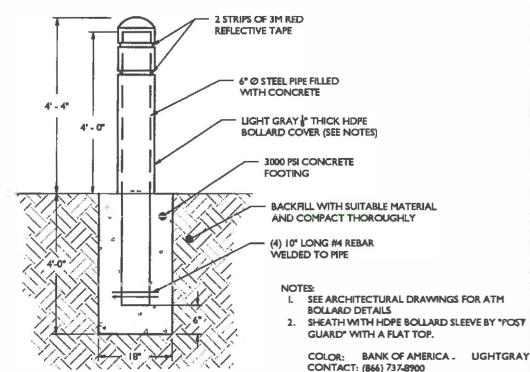


Ordering Guide

Location	Light	Color	Beam Angle	Mounting	Notes
ATM	LED	24" x 36"	120°	12' Pole	1. 12' Pole
ATM	LED	24" x 36"	120°	12' Pole	1. 12' Pole
ATM	LED	24" x 36"	120°	12' Pole	1. 12' Pole
ATM	LED	24" x 36"	120°	12' Pole	1. 12' Pole
ATM	LED	24" x 36"	120°	12' Pole	1. 12' Pole
ATM	LED	24" x 36"	120°	12' Pole	1. 12' Pole
ATM	LED	24" x 36"	120°	12' Pole	1. 12' Pole
ATM	LED	24" x 36"	120°	12' Pole	1. 12' Pole
ATM	LED	24" x 36"	120°	12' Pole	1. 12' Pole
ATM	LED	24" x 36"	120°	12' Pole	1. 12' Pole

SPECIFICATION FOR LIGHT FIXTURES 'A, C, D'

APPROVED
WORTHINGTON MUNICIPAL
PLANNING COMMISSION
DATE 1/24/19
CLERK OF COMMISSION



APPROVED
ARCHITECTURAL REVIEW BOARD
CITY OF WORTHINGTON
DATE 1/24/19
CLERK

- No exposed bare lights
- All to match existing poles
- Bollards to match existing poles

CITY OF WORTHINGTON

DRAWING NO. AR 06-19
ADP 01-19

DATE 01/11/19

CPY Series - Version B

Product Description

Performance Summary

Product Description

Performance Summary

Product Description

Performance Summary

Product Description

Performance Summary

Product Description

Performance Summary

Product Description

Performance Summary

Product Description

Performance Summary

Product Description

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Product Description

Performance Summary

IMAGES FOR LIGHT FIXTURES 'A, C, D'



LIGHT POLE INSTALLATION DETAIL

1. MINIMUM SOIL BEARING PRESSURE OF 1500 PSF. SOIL FRICTION ANGLE OF 30 DEGREES, AND SOIL DRY UNIT WEIGHT OF 120 PCF SHALL BE CONFIRMED IN THE FIELD BY A QUALIFIED PROFESSIONAL.
2. CAST-IN-PLACE CONCRETE SHALL BE CONSOLIDATED USING VIBRATOR.
3. ALL REBAR TO BE NEW GRADE 60 ESTEEL.
4. PRE-CAST PIERS ACCEPTABLE UPON WRITTEN APPROVAL OF SHOP DRAWING BY ENGINEER.
5. CONCRETE TO BE INSTALLED A MINIMUM OF 7 DAYS PRIOR TO INSTALLING LIGHT POLE. POURED CONCRETE MIX REQUIRED TO OBTAIN 80% OF DESIGN STRENGTH PRIOR TO INSTALLING LIGHT POLE.
6. CONCRETE SHALL HAVE A MAXIMUM SLUMP OF 4" (WITHIN 1" TOLERANCE).
7. POLE SHALL BE RATED FOR 10 MPH HIGHER THAN MAXIMUM WIND SPEED 3FT ABOVE GROUND FOR THE AREA BASED ON ANSISANCE 7.23.
8. FOUR TO BE TERMINATED AT A FORM.
9. WORK SHALL CONFORM TO ACI BEST PRACTICES FOR APPROPRIATE TEMPERATURE AND WEATHER CONDITIONS.
10. CONTRACTOR TO TEMPORARILY SUPPORT ADJACENT SOIL AND STRUCTURES DURING EXCAVATION IF REQUIRED.
11. THIS DETAIL SHALL ONLY BE REFERENCED FOR NEW LIGHT POLES.

Bank of America

High St & Wilson Bridge RATM
Lighting Design

Parcel ID: 100-006702-00
54 West Wilson Bridge Road
City of Worthington
Franklin County, OH

ARCHITECT:

NELSON

Nelson Architecture Corp.

a licensed architect

135 S. LaSalle
Suite 1250
Chicago, IL 60603
Telephone 312.992.3221
Facsimile 312.263.1228

CIVIL ENGINEER:

STONEFIELD
engineering & design

Rutherford, NJ • Princeton, NJ • Long Island City, NY • Rutherford, NJ • Tampa Bay, FL
www.stonefielddesign.com

28454 Woodward Avenue, Royal Oak, MI 48067
Phone 248.247.1115

Issue	Date & Issue Description	By	Check
01	08/30/2018 FOR CLIENT REVIEW	VPM	ERW
02	11/27/2018 FOR CLIENT REVIEW	APG	ERW
03	12/17/2018 FOR CLIENT REVIEW	ADG	ERW
04	01/10/2019 FOR CLIENT REVIEW	STJ	ERW

04/0 LICENSE NO. 80383
LICENSED PROFESSIONAL ENGINEER

STJ
DRAWN BY

ERW
CHECKED BY

SCALE: (H) AS SHOWN

PROJECT ID: M-18241

TITLE:

NOTES & DETAILS

SHEET:

C-4



Amendment to Development Plan Application

Case # ADP 08-18
Date Received 10/12/218
Fee \$50.00pd
Meeting Date 10/25/2108
Filing Deadline
66084

1. Property Location 54 WEST WILSON BRIDGE RD., WORTHINGTON, OH 43085
2. Present Use & Proposed Use RETAIL BANKING ATM
3. Present & Proposed Zoning C-2
4. Applicant BANK OF AMERICA, N.A. (PAUL J. WOLENSKI)
Address 13850 BALLANTYNE CORP. PL., CHARLOTTE, NC 28277
Phone (330) 419-1446
5. Property Owner WORTHINGTON SQUARE VENTURE, LLC
Address 7227 N. High St., Ste 88, Worthington, OH 43085
Phone 614-312-9535
6. Project Description INSTALLATION OF RETAIL BANKING ATM
SIGNAGE
7. Variances Requested SIGNS ON THE WALK-UP ATM SURROUND
SIGN ON THE DRIVE-UP ATM TOPPER

PLEASE READ THE FOLLOWING STATEMENT AND SIGN YOUR NAME:

The information contained in this application and in all attachments is true and correct to the best of my knowledge. I further acknowledge that I have familiarized myself with all applicable sections of the Worthington Codified Ordinances and will comply with all applicable regulations.

Tabled 10-25-2018

Paul J. Wolenski
Applicant (Signature)
c/o BANK OF AMERICA, N.A.

10/10/2018
Date

[Signature]
Property Owner (Signature)

10-10-18
Date

MPC Approval Date:

City Council Approval Date:



City of Worthington
ARCHITECTURAL REVIEW BOARD
 Certificate of Appropriateness
 Application

Case #	AR 96-18
Date Received	10/12/2018
Fee	\$200pd
Meeting Date	10/25/2018
Filing Deadline	
Receipt #	66081

1. Property Location 54 WEST WILSON BRIDGE ROAD, WORTHINGTON 43085
2. Present/Proposed Use RETAIL
BANKING ATM
3. Zoning District C-2
4. Applicant BANK OF AMERICA, N.A. (PAUL J. WOLENSKI)
- Address 13850 BALLANTYNE CORP PL., CHARLOTTE, NC 28277
- Phone Number(s) (330) 419-1446
5. Property Owner WORTHINGTON SQUARE VENTURE, LLC
- Address 7227 N. High St. Worthington, OH 43085
- Phone Number(s) 614.312.9535
6. Project Description _____
7. Project Details:
- a) Design _____
- b) Color _____
- c) Size _____
- d) Approximate Cost \$100 K Expected Completion Date 12/14

PLEASE READ THE FOLLOWING STATEMENT AND SIGN YOUR NAME:

The information contained in this application and in all attachments is true and correct to the best of my knowledge. I further acknowledge that I have familiarized myself with all applicable sections of the Worthington Codified Ordinances and will comply with all applicable regulations.

Paul J. Wolenski
 Applicant (Signature)
PAUL J. WOLENSKI C/O
BANK OF AMERICA, N.A.
[Signature]
 Property Owner (Signature)

10/10/2018
 Date

10-10-18
 Date

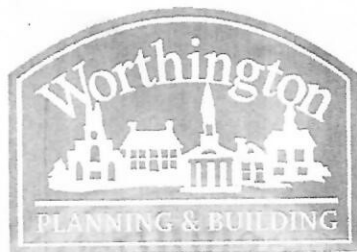
No illumination for ATM toppers or surrounds
 Windows have internal frosting that is non-metallic and non-reflective
 All signs have opaque background
 Site lighting not approved

Approved
 Architectural Review Board
 City of Worthington
 Date 12/13/18

Zynda Bitar

Clerk

Item 7.A. Page 16 of 71



City of Worthington

CONDITIONAL USE PERMIT APPLICATION

Case #	CU 16-18
Date Received	10/12/2018
Fee	\$25.00
Meeting Date	10/25/2018
Filing Deadline	66082

- Property Location 54 WEST WILSON BRIDGE RD., WORTHINGTON, 43085
- Zoning District C-2
- Applicant BANK OF AMERICA, N.A. (PAUL J. WOLENSKI)
Address 13850 BALLANTYNE CORP. PL., CHARLOTTE, NC 28277
Home Phone _____ Work Phone (330) 419-1446
- Property Owner WORTHINGTON SQUARE VENTURE, LLC
Address 7227 N. HIGHT STREET, SUITE 88, WORTHINGTON, OH 43085
Home Phone _____ Work Phone 614-312-9535
- Business Name BANK OF AMERICA
- Type of Business/Conditional Use RETAIL BANKING ATM DRIVE-UP

PLEASE READ THE FOLLOWING STATEMENT AND SIGN:

The information contained in this application and in all attachments is true and correct to the best of my knowledge. I further acknowledge that I have familiarized myself with all applicable sections of the Worthington Codified Ordinances and will comply with all applicable regulations.

Tabled 10-25-2018

Paul J. Wolenski 10/10/2018
Applicant (Signature)
C/O BANK OF AMERICA, N.A.

7.A. - Amendment to Development Plan & Variances - 54 West Wilson Bridge Road

ABUTTING PROPERTY OWNERS
FOR
54 W. WILSON BRIDGE RD

Worthington Duchess, LLC	7141 N. High St.	Worthington, OH 43085
Corporate Hill LLC	Triangle Real Estate Investme	470 Old Worthington Rd., S
Edwin D. Popper Tr.	539 Old Farm Rd.	Westerville, OH 43082
Ohio Automobile Club	90 E. Wilson Bridge Rd.	Columbus, OH 43213
McDonald's USA, LLC	2 Easton Oval, Suite 200	Worthington, OH 43085
McDonald's	80 E. Wilson Bridge Rd.	Columbus, OH 43219
Tsai & Chan LLC	15 W. 6th St., Suite 2400	Worthington, OH 43085
Buca Di Beppo	60 E. Wilson Bridge Rd.	Tulsa, OK 74119
Worthington Duchess LLC	7141 N. High St.	Worthington, OH 43085
Worthington Duchess LLC	447 James Parkway	Worthington, OH 43085
He Hari Inc.	7007 N. High St.	Heath, OH 43056
Tenant	130 Greenglade Ave.	Worthington, OH 43085
Andrew and Shellie Smith	1500 Glenn Ave.	Worthington, OH 43085
Tenant	140 Greenglade Ave.	Columbus, OH 43219
Curtis and Alicia Barden	3791 Spur Ln.	Worthington, OH 43085
Insight Bank	150 W. Wilson Bridge Rd.	Columbus, OH 43219
City National Bank	50 W. Wilson Bridge Rd.	Worthington, OH 43085
The Kroger Co.	4111 Executive Parkway	Worthington, OH 43085
Kroger	60 W. Wilson Bridge Rd.	Westerville, OH 43081
		Worthington, OH 43085

Bank of America ATM Center, 54 Wilson Bridge Road, Worthington, OH

The proposed project will consist of the re-use of the existing building to install two remote ATMs, signage, and site lighting improvements, as well as repair and refurbishment of the currently vacant building façade. One drive-up ATM with a topper will be installed on a new concrete island under the rear building canopy that was formerly used for drive-up bank teller facilities. A second walk-up ATM will be installed at the front of the building in place of the current storefront entrance with an acrylic surround, and metal wrapped framed infill that will encompass the machine. The accompanying rendered elevations of the ATMs depict the locations and appearance of each. Also included with this application are cut sheets of the ATM machines including each of their branded surrounds, site lighting / photometric plans, lighting cut sheets, bollard details, and proposed sign drawings.

The materials included with this application review have been updated per City staff comments and discussions at the October 25th ARB and PC meeting. These updates are summarized as follows:

Walk up ATM: Aluminum infill wrap that surrounds the ATM has been changed from red to white. Also, an egress door will be added to the exiting window opening to right side of the ATM.

Sign package: The halo lit wall sign has been reduced in size to from 43.55 SF to 23.28 SF and with the "ATM" copy added. The freestanding has been reduced in size from 26.28 SF to 20 SF and with the "ATM" copy added.

Site lighting: The updated site lighting plan is summarized as follows:

1. Two (2) new pole mounted light fixtures have been proposed at 25' as consistent with the existing site pole lights on the property.
2. Three (3) existing light poles have been proposed to have existing fixtures removed and replaced
3. Six (6) canopy mounted light fixtures have been proposed
4. 4k color temperature specified for all fixtures
5. Required maximum average illumination on site is met (Maximum 3 FC avg., Proposed 2.8 FC avg.)
6. Maximum light level beneath canopy (Maximum 15 FC permitted, 14.0 FC Proposed)

We are hoping to be considered for variances on the additional signage as proposed which still well below the signage that is evident on the adjoining property. A variance is also being requested to consider the site lighting pole heights at 25'.

54 W. Wilson Bridge Rd.



Bank of America



CITY OF WORTHINGTON
AR 96-18
DRAWING NO. CU 16-18
ADP 08-18
DATE 11/30/18

Loc#: 15000

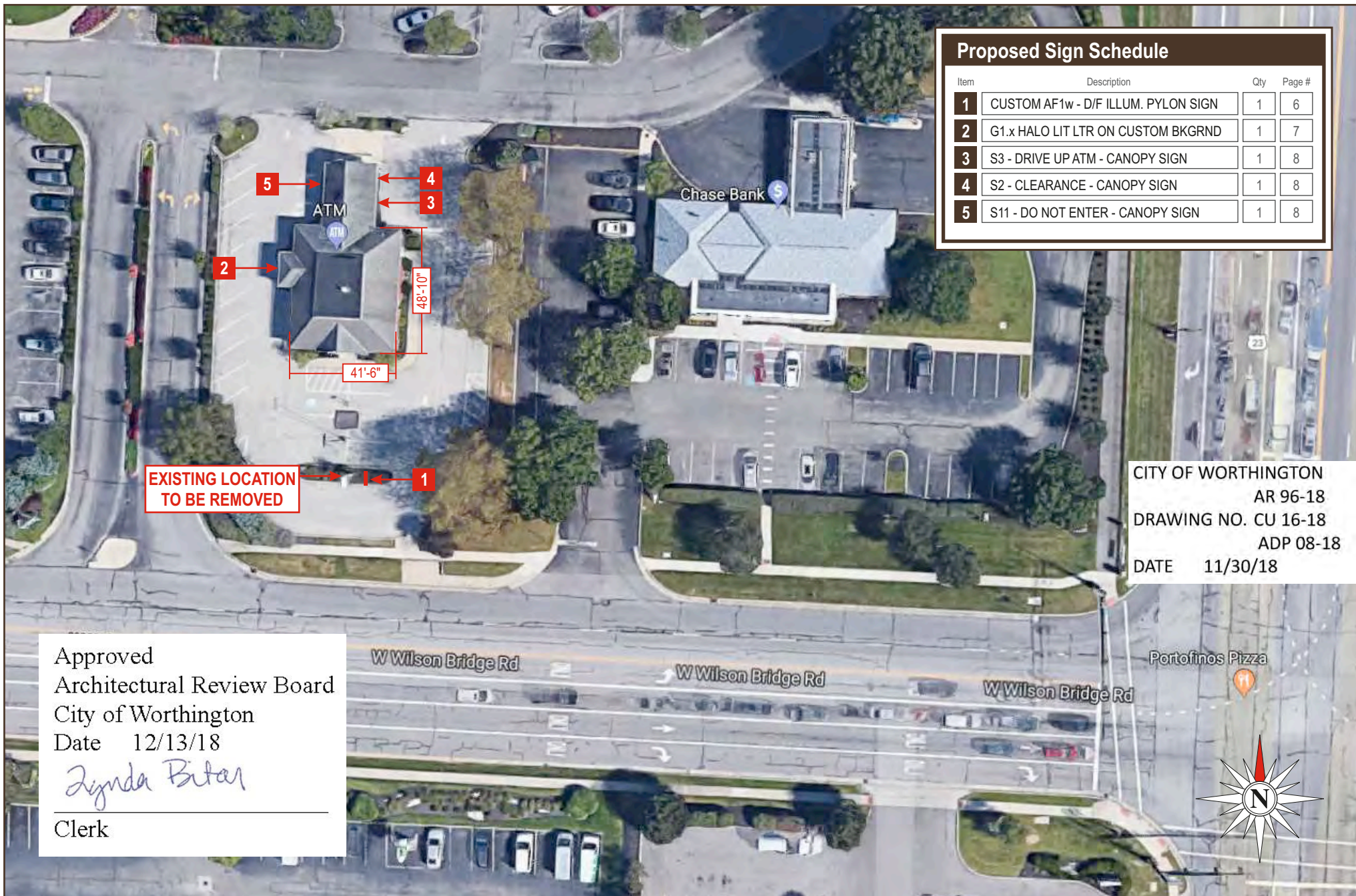
54 W Wilson Bridge Rd
Worthington, OH
43085-2226

Approved
Architectural Review Board
City of Worthington
Date 12/13/18

A handwritten signature in blue ink that reads "Lynda Bitar".

Clerk

ICON



Drawing prepared by:

SITE PLAN

Location: 54 W Wilson Bridge Rd
 Worthington, OH 43085-2226

Proj #: 4305

Loc #: 15000

File Path: Active\BANKS\B\Bank Of America\2018\Locations\4305_15000_Worthington_OH_R8.cdr

ICON

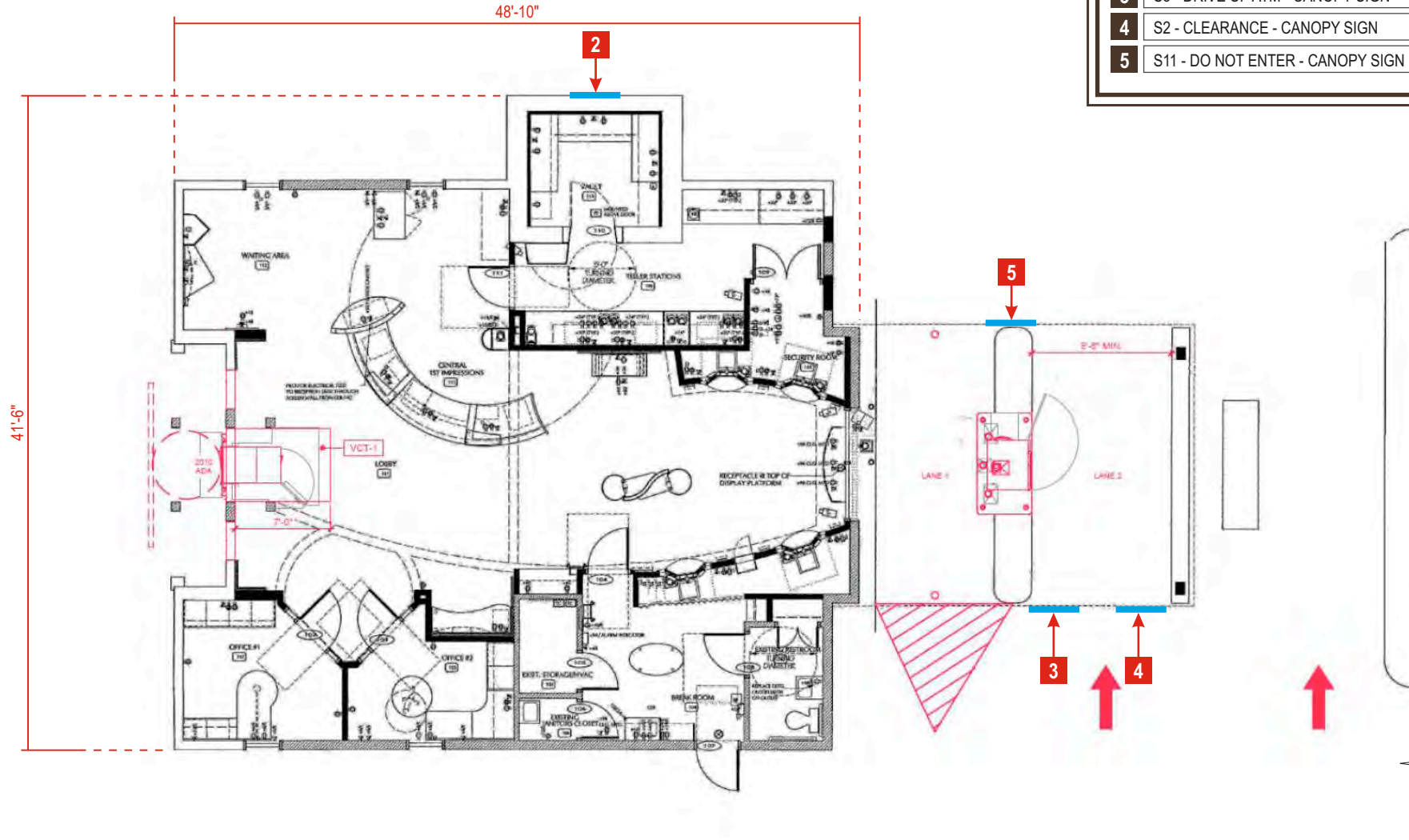
Drawing prepared for:

Bank of America

Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:	Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.				
Original	301934	07/30/18	BVW	AM		Rev #:	Req#:	Date:	Req. By:	Drawn By:
Rev 1	302951	08/27/18	BVW	AM	Revise Signs 1 with New and Sign 5 with updated vinyl	Rev 7	305950	11/15/18	BVW	Lv
Rev 2	303454	09/06/18	BVW	AM	Various Changes; Reference Request Notes	Rev 8	306156	11/28/18	BVW	AM
Rev 3	304246	09/25/18	BVW	AM	Various Changes; Reference Request Notes	Rev 9	000000	00/00/00	XXX	XXX
Rev 4	304640	10/04/18	BVW	Lv	Removed signs 2 & 3 - re-numbered BB	Rev 10	000000	00/00/00	XXX	XXX
Rev 5	304845	10/10/18	BVW	Lv	Various Changes - See Request					
Rev 6	305766	11/09/18	BVW	AM	Revise Sign 1 to 20sf; Revise Sign 2 to G1.1					

Proposed Sign Schedule

Item	Description	Qty	Page #
1	CUSTOM AF1w - D/F ILLUM. PYLON SIGN	1	6
2	G1.x HALO LIT LTR ON CUSTOM BKGRND	1	7
3	S3 - DRIVE UP ATM - CANOPY SIGN	1	8
4	S2 - CLEARANCE - CANOPY SIGN	1	8
5	S11 - DO NOT ENTER - CANOPY SIGN	1	8



Drawing prepared by:

SITE PLAN

Location: 54 W Wilson Bridge Rd Ste 150
Worthington, OH 43085-2226
File Path: Active\BANKS\B\Bank Of America\2018\Locations\4305_15000_Worthington_OH_R8.cdr
Proj #: 4305
Loc #: 15000

Drawing prepared for:



Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:	Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.
Original	301934	07/30/18	BV	AM		
Rev 1	302951	08/27/18	BV	AM	Revise Signs 1 with New and Sign 5 with updated vinyl	Rev #: 305950 11/15/18 BW Lv
Rev 2	303454	09/06/18	BV	AM	Various Changes; Reference Request Notes	Rev 7 306156 11/28/18 BW AM
Rev 3	304246	09/25/18	BV	AM	Various Changes; Reference Request Notes	Rev 8 000000 00/00/00 XXX XXX
Rev 4	304640	10/04/18	BV	Lv	Removed signs 2 & 3 - re-numbered BB	Rev 9 000000 00/00/00 XXX XXX
Rev 5	304845	10/10/18	BV	Lv	Various Changes - See Request	Rev 10 000000 00/00/00 XXX XXX
Rev 6	305766	11/09/18	BV	AM	Revise Sign 1 to 20sf; Revise Sign 2 to G1.1	Pg. 3

Approved
Architectural Review Board
City of Worthington
Date 12/13/18

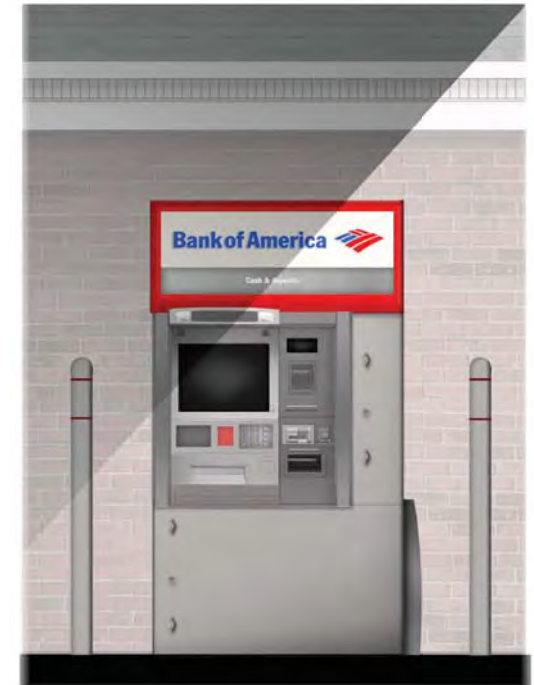
Zynda Biter

Clerk

CITY OF WORTHINGTON
AR 96-18
DRAWING NO. CU 16-18
ADP 08-18
DATE 11/30/18



Walk up ATM - White Metal Surround



Drive up ATM

Approved

Architectural Review Board

City of Worthington

Date 12/13/18

Zynda Bitar

Clerk

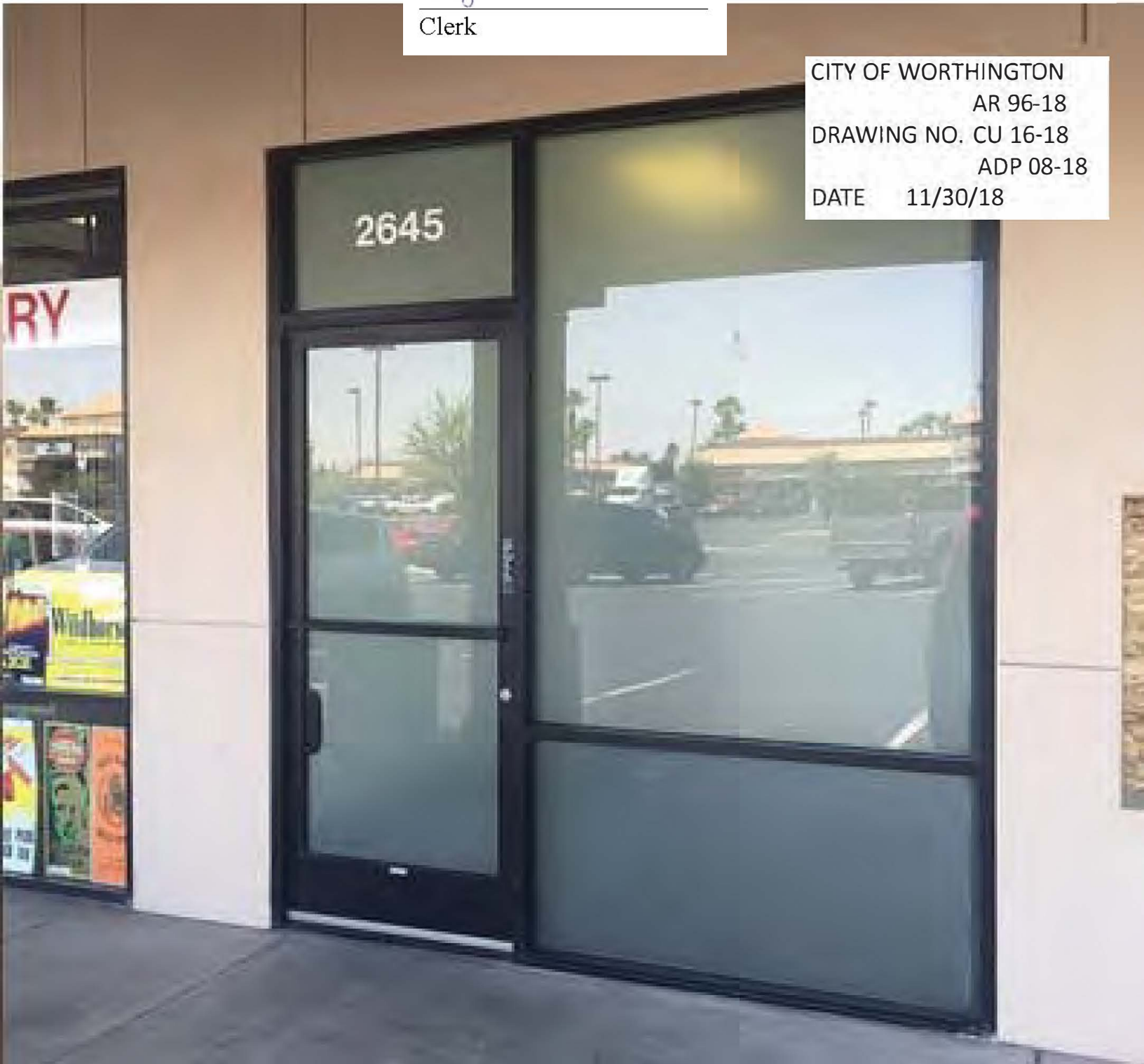
CITY OF WORTHINGTON

AR 96-18

DRAWING NO. CU 16-18

ADP 08-18

DATE 11/30/18



CITY OF WORTHINGTON
AR 96-18
DRAWING NO. CU 16-18
ADP 08-18
DATE 11/30/18

Approved
Architectural Review Board
City of Worthington
Date 12/13/18
Zynda Bitar
Clerk

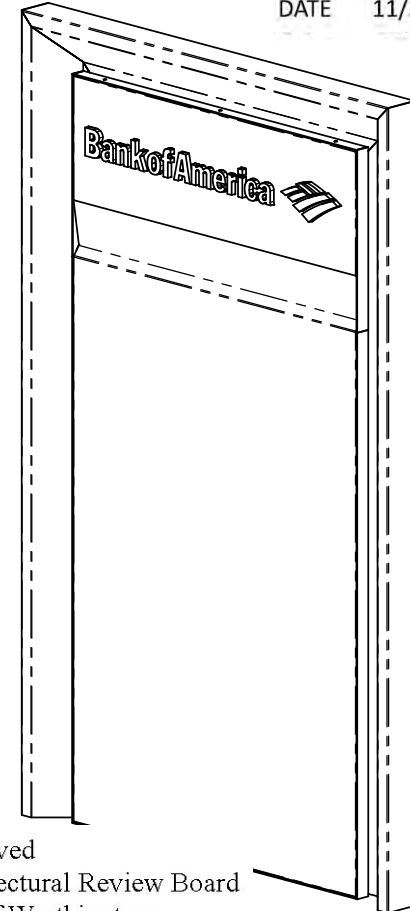
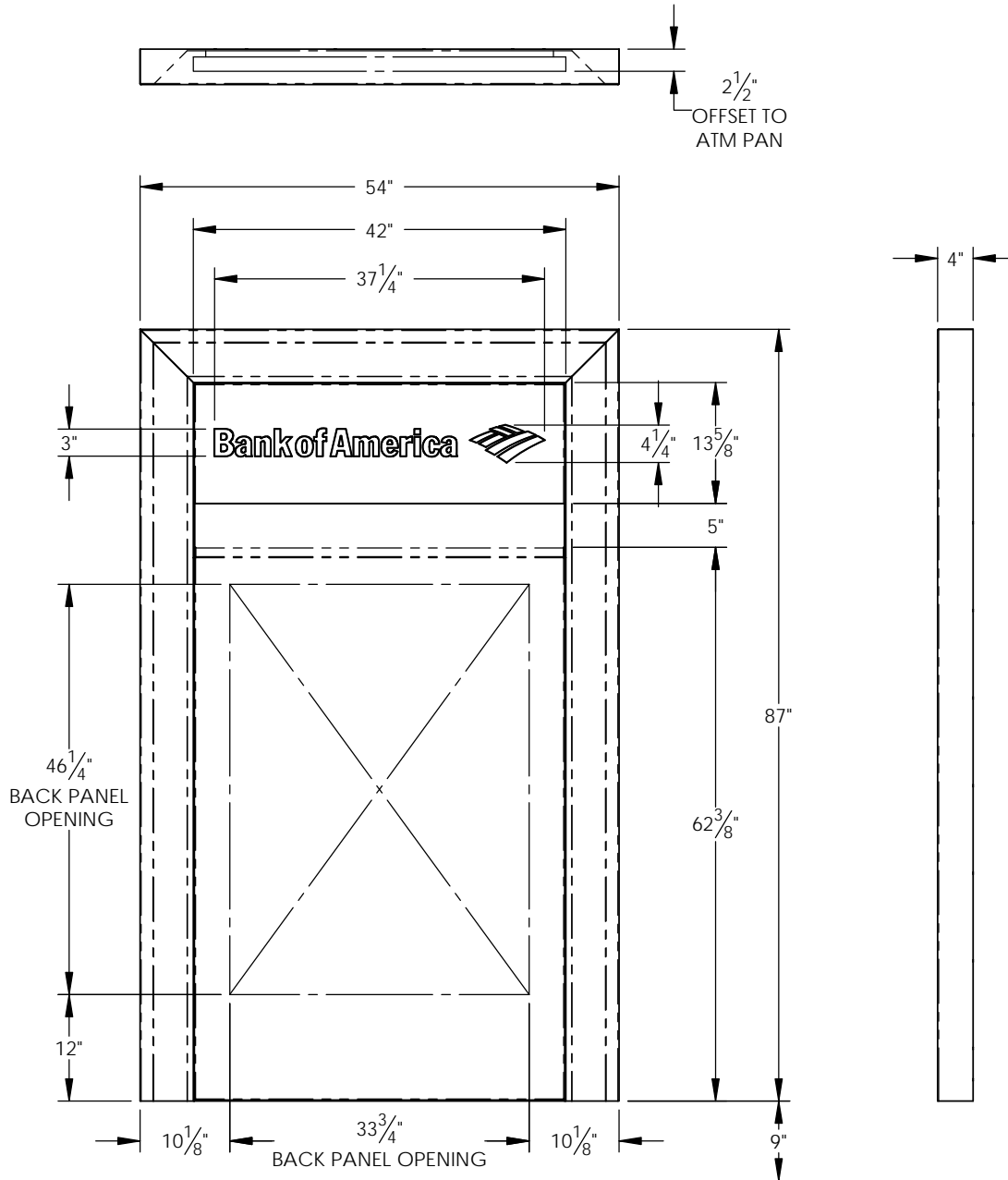


Bank of America
Series 6500 Surround
shown with a Diebold 7750 ATM.
November 05, 2015
\\b\bofa\6500

FRAME-R-SUR-54-SINGLE-STD

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CITY OF WORTHINGTON
AR 96-18
DRAWING NO. CU 16-18
ADP 08-18
DATE 11/30/18



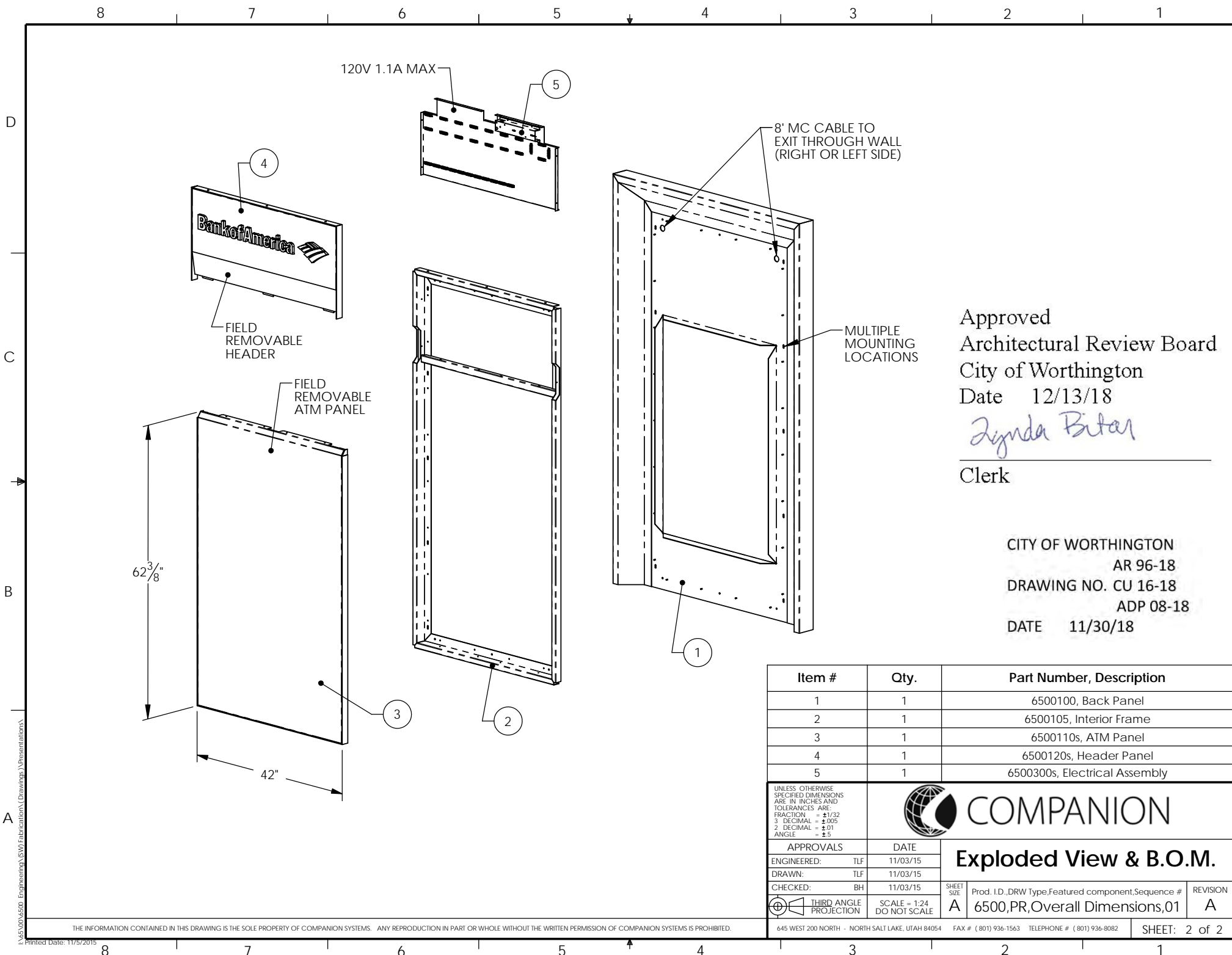
Approved
Architectural Review Board
City of Worthington
Date 12/13/18
Zynda Buter
Clerk

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES AND TOLERANCES ARE: FRACTION = ±1/32 3 DECIMAL = ±.005 2 DECIMAL = ±.01 ANGLE = ±5		COMPANION	
APPROVALS	DATE	FRAME-R-SUR-54-SINGLE-STD	
ENGINEERED: TLF	11/03/15		
DRAWN: TLF	11/03/15		
CHECKED: BH	11/03/15		
THIRD ANGLE PROJECTION	SCALE = 1:20 DO NOT SCALE	SHEET SIZE A	REVISION A
645 WEST 200 NORTH - NORTH SALT LAKE, UTAH 84054		Prod. I.D., DRW Type, Featured component, Sequence # 6500, PR, Overall Dimensions, 01	
FAX # (801) 936-1563 TELEPHONE # (801) 936-8082		SHEET: 1 of 2	

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF COMPANION SYSTEMS. ANY REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF COMPANION SYSTEMS IS PROHIBITED.

\\cs0500\6500_Engineering\CSW\Fabrication\Drawings\Presentations\



Printed Date: 11/5/2015



Approved
Architectural Review Board
City of Worthington
Date 12/13/18
Zynda Bitar
Clerk

CITY OF WORTHINGTON
AR 96-18
DRAWING NO. CU 16-18
ADP 08-18
DATE 11/30/18

Item #	Qty.	Part Number, Description
1	1	6500100, Back Panel
2	1	6500105, Interior Frame
3	1	6500110s, ATM Panel
4	1	6500120s, Header Panel
5	1	6500300s, Electrical Assembly

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES AND TOLERANCES ARE: FRACTION = ±1/32 3 DECIMAL = ±.005 2 DECIMAL = ±.01 ANGLE = ±5		 COMPANION	
APPROVALS		DATE	
ENGINEERED: TLF		11/03/15	
DRAWN: TLF		11/03/15	
CHECKED: BH		11/03/15	
 THIRD ANGLE PROJECTION		SCALE = 1:24 DO NOT SCALE	
SHEET SIZE		Prod. I.D., DRW Type, Featured component, Sequence #	
A		6500, PR, Overall Dimensions, 01	
REVISION		A	

CITY OF WORTHINGTON
AR 96-18
DRAWING NO. CU 16-18
ADP 08-18
DATE 11/30/18



Approved
Architectural Review Board
City of Worthington
Date 12/13/18
Zynda Bitar
Clerk

CITY OF WORTHINGTON
AR 96-18
DRAWING NO. CU 16-18
ADP 08-18
DATE 11/30/18

AGI Architectural
Graphics
Incorporated
2655 International Parkway
P.O. Box 9175
Virginia Beach, VA 23450
(757)427-1900

Project Title
BANK OF AMERICA

Date **05.21.15**

AGI EOR **M. SMITH**

Lead Drafter

Drawn By **MPK/GLM**

Project Mgr. **M. BENTON**

General Sign Specifications

☒ Interior ☐ Exterior
☒ Single Faced ☐ Double Faced

☐ Non-Illuminated
☒ Illuminated

120 Volts _____ Amps(+/-)
Location _____

Windload _____

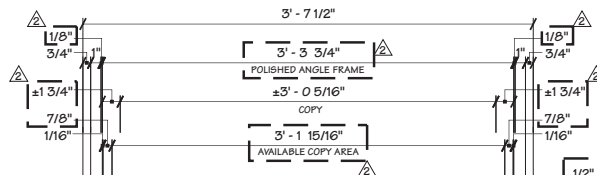
Approved
Architectural Review Board
City of Worthington
Date 12/13/18
Zynda Bitar
Clerk



ALUM. CLADDING IS **PAINTED MAP #MP49696 'RED'**
W/ FINE STIPPLE FINISH ON ALL EXPOSED SURFACES

ALUM. PIANO HINGE CONTINUOUS ACROSS
TOP **PAINTED MAP #49696 'RED' W/ FINE STIPPLE FINISH**
-SET PIANO HINGE IN 1" ON EACH SIDE

3 PLAN VIEW
1" = 1' - 0"



1/2" POCKET ROUTED CLEAR GLOSS ACRYLIC WORDMARK
W/ **#2114 'BLUE' ACRYLIC** GLUED TO SURFACE

.090" FABRICATED ALUM. FRAME **PAINTED MAP #MP49696**
'RED' W/ FINE STIPPLE FINISH ON ALL EXPOSED SURFACES

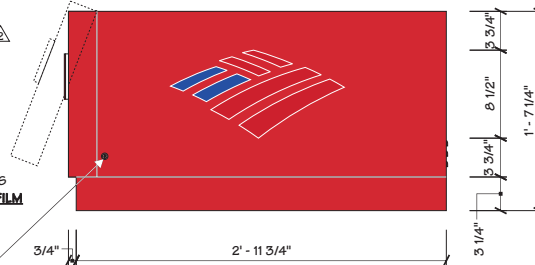
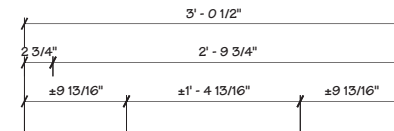
1/2" POCKET ROUTED CLEAR GLOSS ACRYLIC FLAGSCAPE
W/ **#2114 'BLUE' & #2785 'RED' ACRYLIC** GLUED TO SURFACE

1/8" ALUM. FACE **PAINTED MAP 'GARBO SILVER' FULL GLOSS**
W/ CLEAR GLOSS COAT W/ ROUTED OUT GRAPHICS

1.18 PLASKOLITE FABBACK CLEAR ACRYLIC MIRROR PANEL
W/ AR COATING & SECOND SURFACE ETCHED BACKLIT GRAPHICS
OUT OF MIRRORED BACKGROUND W/ **3M #3635-70 DIFFUSER FILM**
-COPY AREA IS SHOWN DOTTED IN, DO NOT PRINT BOX

STAINLESS STEEL DOUBLE BITTED CAMLOCK
(COMPX #29058)

1 FRONT ELEVATION
1" = 1' - 0"



2 SIDE VIEW
1" = 1' - 0"

Change	By	Date	Change
1	GLM	07.13.15	COLORS, STIPPLE / POLY PAN ANGLE, FLANGE / NO OUTLET FAN / MESH
2	GLM	07.28.15	VINYL / BASE / FLANGE / STUD MNT PANEL / POLISHED ANGLE / GRAPHIC

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Code **6828** Type **C**
Sign Type **FRAME-R-TOP-D7790** PG #: **1**

CITY OF WORTHINGTON
AR 96-18
DRAWING NO. CU 16-18
ADP 08-18
DATE 11/30/18

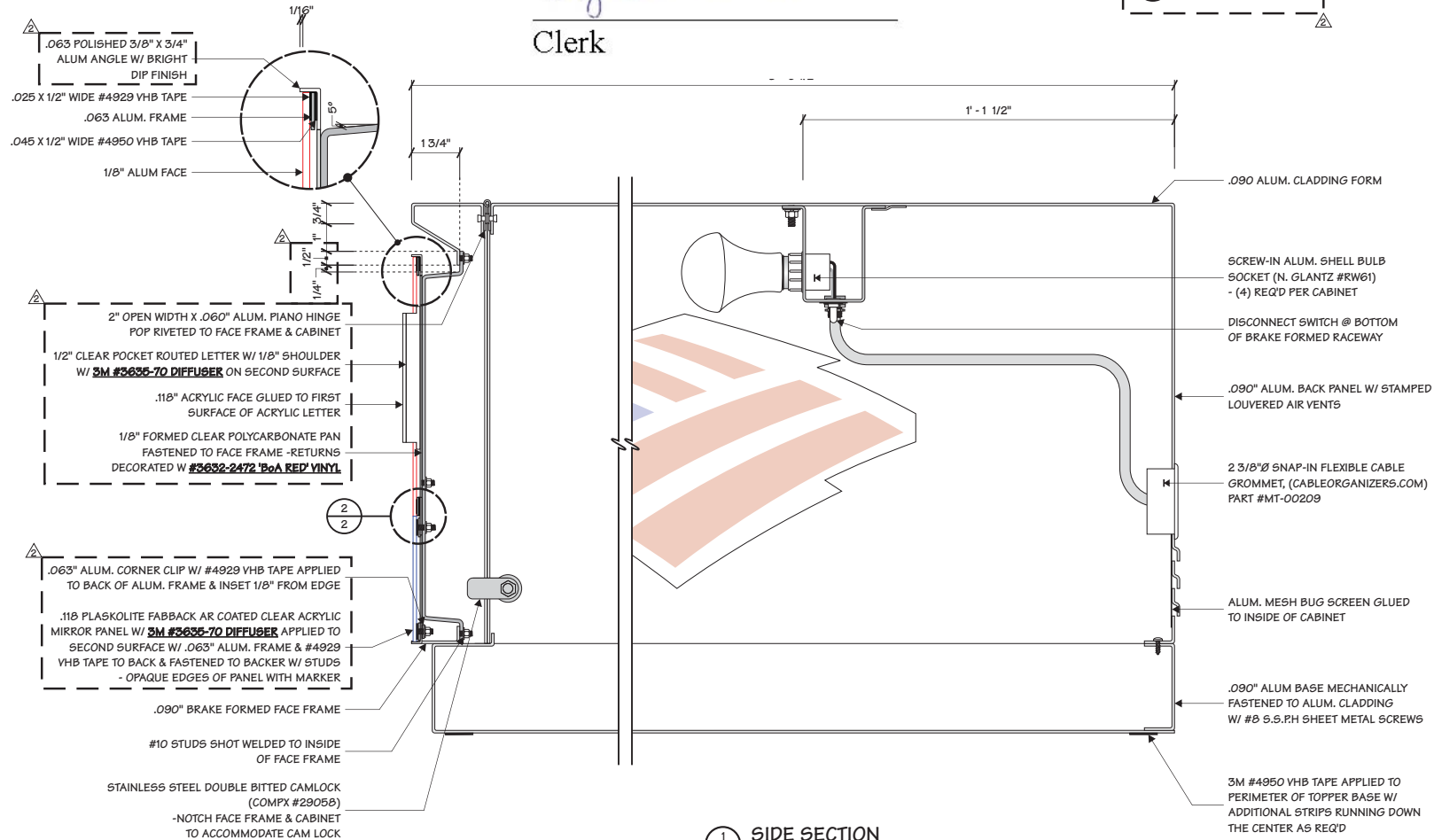
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City of Worthington
Date 12/13/18

Zynda Bitar

Clerk

.063" ALUM. FRAME
.063" ALUM. DOUBLER TAPED TO
BACK OF .063" FRAME W/
#4950 VHB TAPE
#10-32 STUDS SHOT WELDED TO
INSIDE OF ALUM. FRAME W/ #4929
VHB TAPE

2 SIDE SECTION
2 1/2" = 1"



AGI Architectural
Graphics
Incorporated
2655 International Parkway
P.O. Box 9175
Virginia Beach, VA 23450
(757)427-1900

Project Title
BANK OF AMERICA

Date **05.21.15**

AGI EOR **M. SMITH**

Lead Drafter

Drawn By **MPK/GLM**

Project Mgr. **M. BENTON**

General Sign Specifications

☒ Interior ☐ Exterior
☒ Single Faced ☐ Double Faced
☐ Non-Illuminated
☒ Illuminated
120 Volts _____ Amps(+/-)

Location _____

Windload _____

Drawing Revisions	Change	Date	By
1	COLORS, STIPPLE / POLY PAN ANGLE, FLANGE / NO OUTLET FAN / MESH	07.13.15	GLM
2	VINYL / BASE / FLANGE / STUD MNT PANEL / POLISHED ANGLE / GRAPHIC	07.28.15	GLM

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Code **6828** Type **C**
Sign Type **FRAME-R-TOP-D7790** PG #: **2**

CITY OF WORTHINGTON
AR 96-18
DRAWING NO. CU 16-18
ADP 08-18
DATE 11/30/18

Approved
Architectural Review Board
City of Worthington
Date 12/13/18
Zynda Bitar

Clerk

NOTES:
1.) PAINT INTERIOR SURFACES OF TOPPER
SPRAYLAT STARBRITE WHITE LIGHT
ENHANCEMENT PAINT.



Project Title
BANK OF AMERICA

Date 05.21.15

AGI EoR M. SMITH
Lead Drafter
Drawn By MPK/GLM
Project Mgr. M. BENTON

General Sign Specifications

☐ Interior ☐ Exterior
☒ Single Faced ☐ Double Faced
☐ _____
☐ Non-Illuminated
☒ Illuminated
 120 Volts _____ Amps(+/-)

Location _____

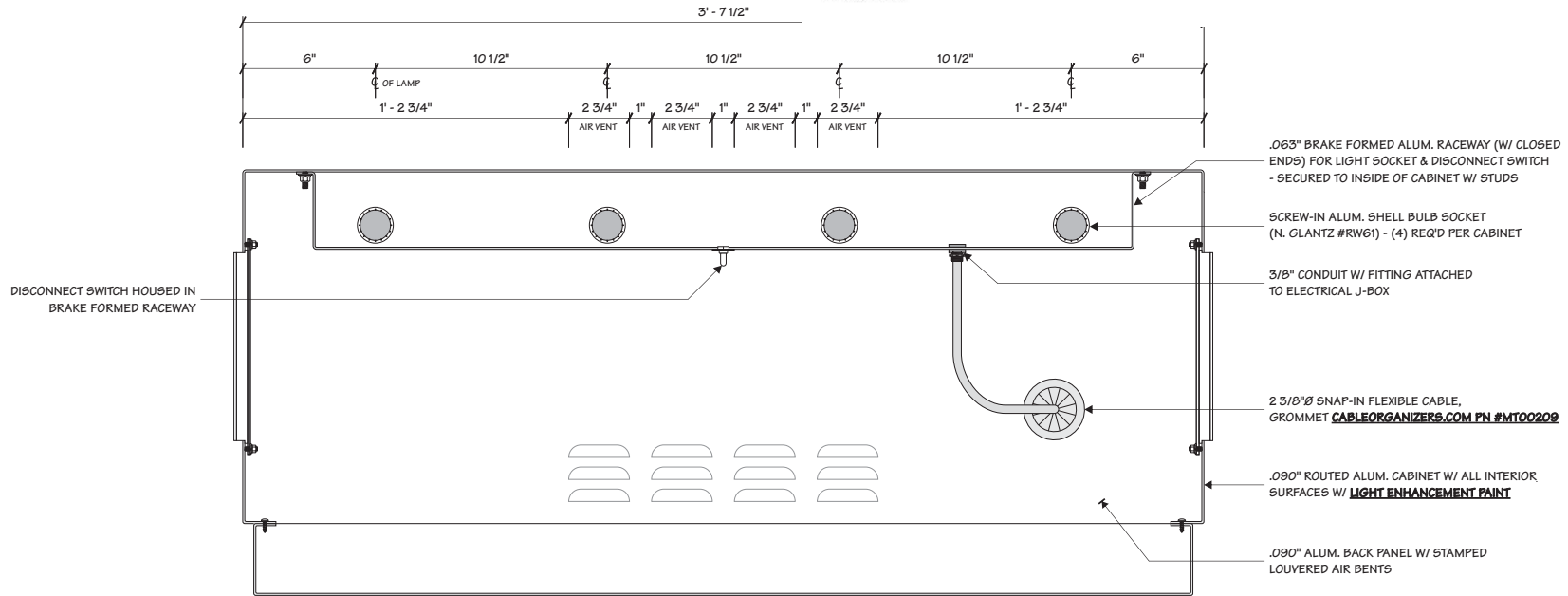
Windload _____

[illegible]

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Code	6828	Type	C
------	------	------	---

Sign Type	PG #:
FRAME-R-TOP-D7790	4



ELECTRICAL LAYOUT

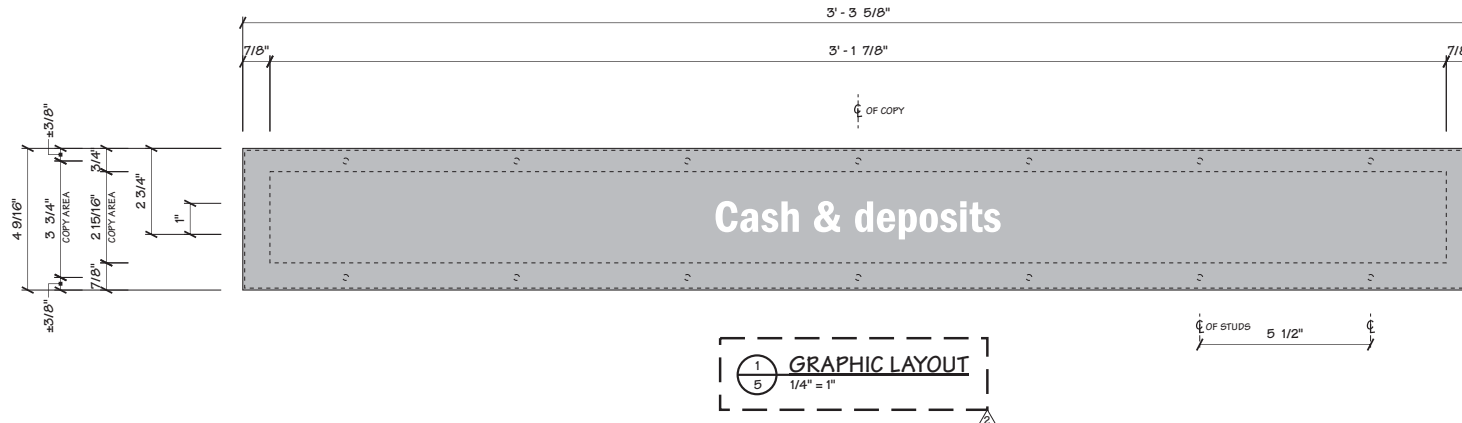
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City of Worthington
Date 12/13/18
Zynda Butar

Clerk

NOTE:
1.) COPY AREA IS SHOWN DOTTED IN, DO NOT PRINT BOX .



Location _____

[illegible]

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Code	6828	Type	C
Sign Type	FRAME-R-TOP-D7790	PG #:	5

CALL 1-800-999-3600

L1215 BA

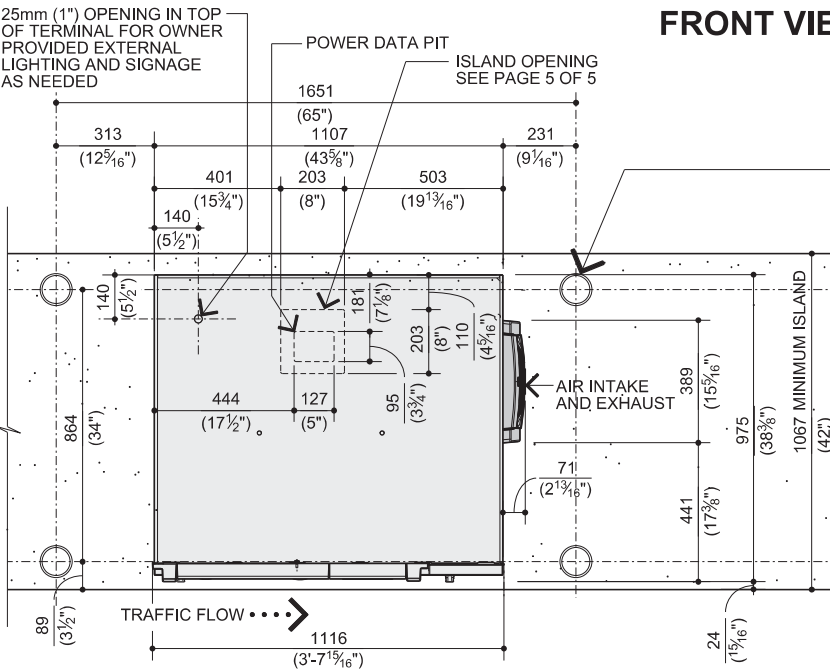
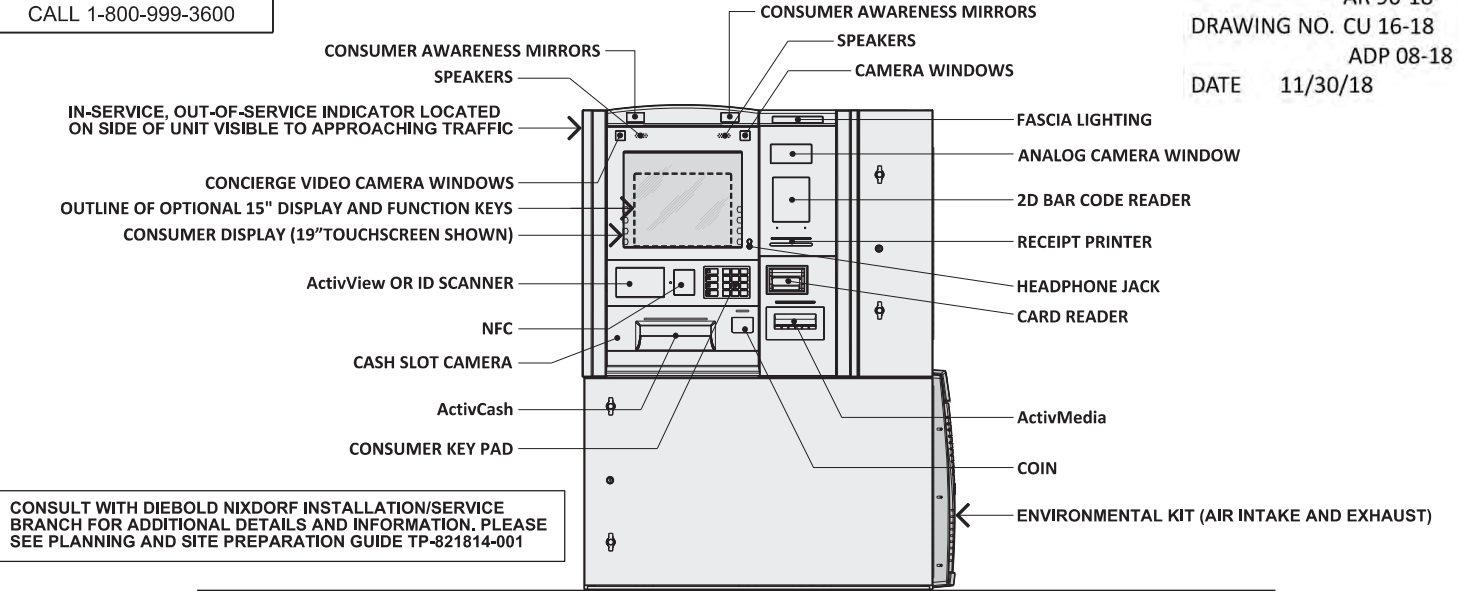
DIMENSIONS IN MILLIMETRES
(DIMENSIONS IN INCHES)

THIRD ANGLE
PROJECTION

PAGE 1 OF 5

"ALL DIMENSIONS AND DESIGN CRITERIA
SUBJECT TO CHANGE WITHOUT NOTICE"

FILE NO. BofA 177-662 REV. 4



FRONT VIEW

Unit to be used in conjunction with:
- FRAME-R-TOP-D7790 (If Specified).
- FRAME-R-UB-DU-D7790

(4) GUARD POST PIPES TO BE 102mm (4\") DIA. FILLED WITH CONCRETE (ALL BY OWNER'S GENERAL CONTRACTOR). 00-051019-000C GUARD POST SLEEVE (OPTIONAL EXTRA) SLIPS OVER 102mm (4\") TO 114mm (4 1/2\") DIA. PIPE. MAXIMUM HEIGHT 1321mm (4'-4\")

RECOMMENDED SIZE AND LOCATION FOR NEW CONSTRUCTION. EXISTING GUARD POST MAY OR MAY NOT NEED RELOCATED. LOCATION MUST NOT INTERFERE WITH SERVICE AREA REQUIREMENTS.

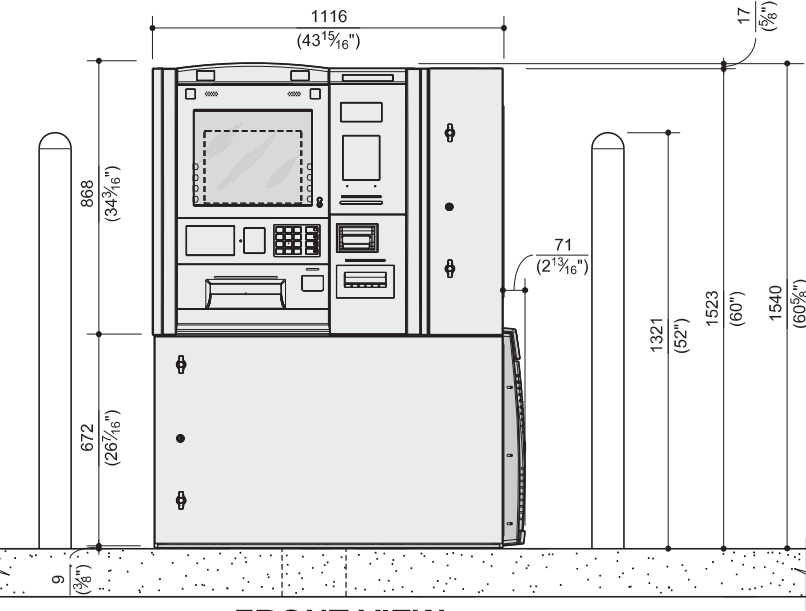
NOTE:

DIEBOLD NIXDORF ATMS ARE SPECIFICALLY DESIGNED TO MEET VARIOUS USER CRITERIA FOR DRIVE-UP APPLICATIONS INCLUDING REACH, PRIVACY AND SCREEN VIEW ABILITY.

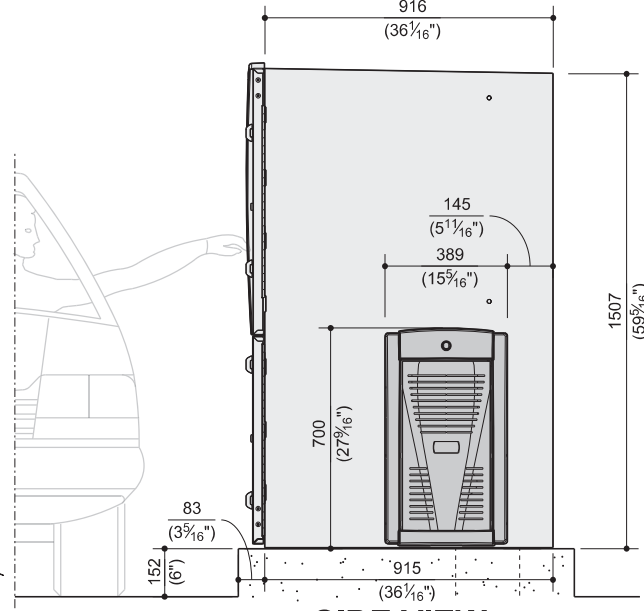
THE CUSTOMER ACCEPTS ALL RESPONSIBILITY FOR ANY REDUCTION IN USER CONVENIENCE, VISIBILITY AND PRIVACY RISK ISSUES ASSOCIATED WITH USING DIEBOLD NIXDORF ATMS OUTSIDE OF THEIR INTENDED APPLICATIONS.

Approved
Architectural Review Board
City of Worthington
Date 12/13/18
Zynda Butar
Clerk

PLAN VIEW



FRONT VIEW



SIDE VIEW



POWER REQUIREMENTS:

THE ATM REQUIRES SINGLE-PHASE THREE WIRE UNSWITCHED POWER. WIRING TO THE ATM MUST USE A THIRD-WIRE EARTH GROUND (CONDUIT GROUND IS NOT ACCEPTABLE). THE POWER SUPPLIED MUST BE AS SPECIFIED BELOW.

CHOOSE AND SUPPLY THE PROPER POWER FOR THE SITE:

- ☐ 100-127 VAC (+6%, -10%) AT 50 (±1%) Hz, SINGLE-PHASE
- ☐ 100-127 VAC (+6%, -10%) AT 60 (±1%) Hz, SINGLE-PHASE
- ☐ 200-240 VAC (±10%) AT 50 (±1%) Hz, SINGLE-PHASE
- ☐ 200-240 VAC (±10%) AT 60 (±1%) Hz, SINGLE-PHASE

POWER TO THE ATM IS TO BE A DEDICATED SERVICE AND MUST BE PROTECTED BY A SAFETY QUICK-DISCONNECT DEVICE TO BREAK LINE VOLTAGE (SUCH AS A CIRCUIT BREAKER AT THE ELECTRICAL SERVICE PANEL). THE QUICK DISCONNECT DEVICE (OR CIRCUIT BREAKER) MUST TURN OFF THE LINE VOLTAGE AT THE AMPERAGE SPECIFIED BELOW.

- 100-127 VAC SERVICE, DISCONNECT AT 30 AMPERES
- 200-240 VAC SERVICE, DISCONNECT AT 15 AMPERES

POWER USAGE:

MACHINE STATUS	(A)
IDLE (NO TRANSACTION) (NO HEATER)	280 WATTS
IDLE (NO TRANSACTION) (WITH HEATER)	1800 WATTS
CASH DEPOSIT	350 WATTS
CASH DISPENSE	320 WATTS

BAC Standard is 120V, 30A dedicated circuit with isolated ground.

TERMINAL CONFIGURATION:

- (A) ActivCore HIGH END, 19" SVD, ActivDispense, ActivMedia, ActivEdge CARD READER, 80mm RECEIPT PRINTER, BATTERY PACK, REAR DISPLAY, JOURNAL PRINTER, CONTACTLESS CARD READER, LOWER CONTROL CARD, 7" DISPLAY, AND TASK LIGHTS.

THE POWER USE DEPENDS ON THE NUMBER AND TYPE OF DEVICES PRESENT IN THE TERMINAL, AND THE TYPE OF TRANSACTION THE TERMINAL IS PERFORMING.

HEAT OUTPUT CONFIGURATION:

- (A) 955 - BTU/HR - IDLE (NO HEATER)
- 6138 - BTU/HR - IDLE (WITH HEATER)
- 1194 - BTU/HR - CASH DEPOSIT
- 1092 - BTU/HR - CASH DISPENSE

SPECIFICATIONS

OPERATING ENVIRONMENT:

- 35° C TO 50° C (-31° F TO 122° F)
- 15% TO 100% RELATIVE HUMIDITY.

NOTE:

IF THE AVERAGE DAILY MAXIMUM TEMPERATURE IN ANY ONE MONTH EXCEEDS 40° C (104° F), THE EXTREME ENVIRONMENTAL KIT (AIR CONDITIONER) IS STRONGLY RECOMMENDED.

CANOPY REQUIREMENT:

IT IS RECOMMENDED THE UNIT BE PLACED UNDER COVER/CANOPY FOR OPERATOR/SERVICE AND SUN PROTECTION.

WEIGHT OF UNIT:

1,293kg (2,850 LBS.)

ALARM PROTECTION:

THE UL-LISTED SAFE IS EQUIPPED WITH A BASIC ALARM SENSOR PACKAGE. THE BASIC PACKAGE INCLUDES A SAFE DOOR OPEN SWITCH, ALARM SHUNTING SWITCH, AND RATE-OF-RISE HEAT SENSOR.

RECOMMENDED ISLAND:

1066mm (3'-6") WIDE X 152mm (6") HIGH X 203mm (8") MIN. THICKNESS

PHYSICAL SECURITY:

CEN L SAFE

THE SAFE MEETS THE REQUIREMENTS FOR EN 1143-1 CEN-L RESISTANCE GRADE FOR ATM SAFES. TO MEET REQUIREMENTS OF CEN L, THE UNIT MUST BE ANCHORED TO A CONCRETE PAD OF 152mm (6") MIN. THICKNESS USING ALL (4) OF THE 203mm (8") LONG WEDGE ANCHORS PROVIDED (DIEBOLD NIXDORF PART NUMBER 29-016376-000E, HILTI PART NUMBER 282520). INSTALL ANCHORS IN ACCORDANCE WITH INSTALLATION TEMPLATE 41-026655 (ALSO PROVIDED).

Regardless if Topper is specified or not, rough-in for Topper power.

CITY OF WORTHINGTON

AR 96-18

DRAWING NO. CU 16-18

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DATE 11/30/18

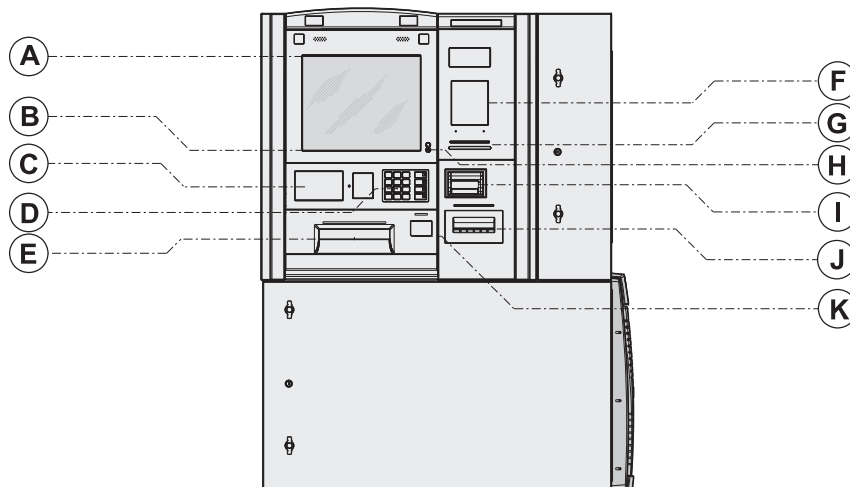
CONSUMER ACCESS DIMENSIONS

	HEIGHT	DEPTH
(A) TOP OF 19" CONSUMER DISPLAY	1541mm (60 ¹ / ₁₆ "	83mm (3 ¹ / ₁₆ "
(B) BOTTOM OF CONSUMER DISPLAY	1240mm (48 ³ / ₁₆ "	69mm (2 ³ / ₁₆ "
(C) ActivView OR ID SCANNER	1127mm (44 ³ / ₈ "	71mm (2 ¹ / ₁₆ "
(D) EPP KEY	1137mm (44 ³ / ₈ "	74mm (2 ⁷ / ₈ "
(E) ActivCash	958mm (37 ¹ / ₁₆ "	74mm (2 ⁷ / ₈ "
(F) 2D BARCODE SCANNER (OPTION)	1391mm (54 ³ / ₄ "	71mm (2 ¹ / ₁₆ "
(G) RECEIPT PRINTER	1242mm (48 ¹ / ₁₆ "	54mm (2 ¹ / ₈ "
(H) HEADPHONE JACK	1242mm (48 ¹ / ₁₆ "	41mm (1 ⁵ / ₈ "
(I) CARD READER	1119mm (44 ¹ / ₁₆ "	71mm (2 ¹ / ₁₆ "
(J) ActivMedia	987mm (38 ⁷ / ₈ "	41mm (1 ⁵ / ₈ "
(K) COIN	968mm (38 ¹ / ₈ "	41mm (1 ⁵ / ₈ "

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Architectural Review Board
City of Worthington
Date 12/13/18
Zynda Butler
Clerk

Highest Operable Point for this device is 58" about the bottom of the unit, which is 2.75" below the top of the monitor.

HEIGHT - FROM DRIVE LEVEL
DEPTH - FROM FRONT EDGE OF ISLAND



DIMENSIONS IN MILLIMETRES
(DIMENSIONS IN INCHES)



THIRD ANGLE
PROJECTION

CALL 1-800-999-3600

CITY OF WORTHINGTON

AR 96-18

DRAWING NO. CU 16-18

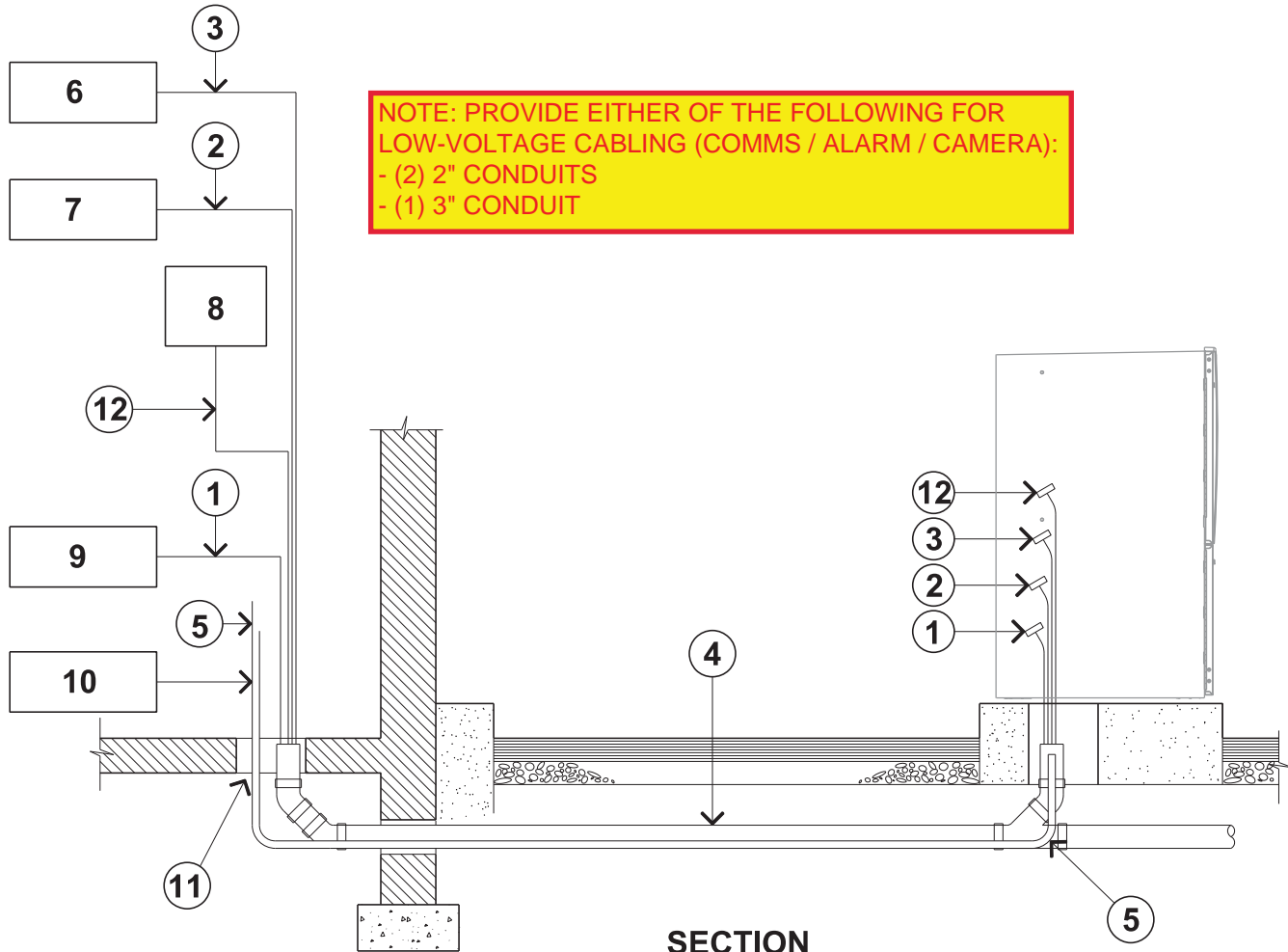
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DATE 11/30/18

DIMENSIONS IN MILLIMETRES
(DIMENSIONS IN INCHES)



PAGE 3 OF 5



SECTION

1. COMMUNICATIONS CABLE-DIEBOLD TO FURNISH (OPTIONAL AND EXTRA) RJ-45 CABLE TO BE INSTALLED BY THE OWNER.
2. VIDEO SURVEILLANCE SYSTEM CABLE-FURNISHED AND INSTALLED BY OWNER.
3. ALARM CABLE-TO CONFORM TO GRADE A REQUIREMENTS, ALARM CABLE MUST BE HOME RUN FROM THE ATM BACK TO THE ALARM CONTROL CABINET, FURNISHED AND INSTALLED BY OWNER.
4. 102mm (4") DIAMETER PVC PIPE-FURNISHED AND INSTALLED BY OWNER.
5. ELECTRICAL POWER CONDUIT-FURNISHED AND INSTALLED BY OWNER.
6. ALARM.
7. VIDEO SURVEILLANCE SYSTEM.
8. OPTIONAL REMOTE STATUS INDICATOR (RSI).
9. TO NETWORK
10. ELECTRICAL CONDUIT TO BUILDINGS ELECTRICAL PANEL.
11. FLOOR OPENING FOR CABLES (RECOMMENDED TO BE IN THE ELECTRICAL EQUIPMENT ROOM).
12. AFTER HOUR DEPOSITORY CABLING.
13. RSI CABLING - FURNISHED BY DIEBOLD AND INSTALLED BY OWNER.

Approved
Architectural Review Board
City of Worthington
Date 12/13/18

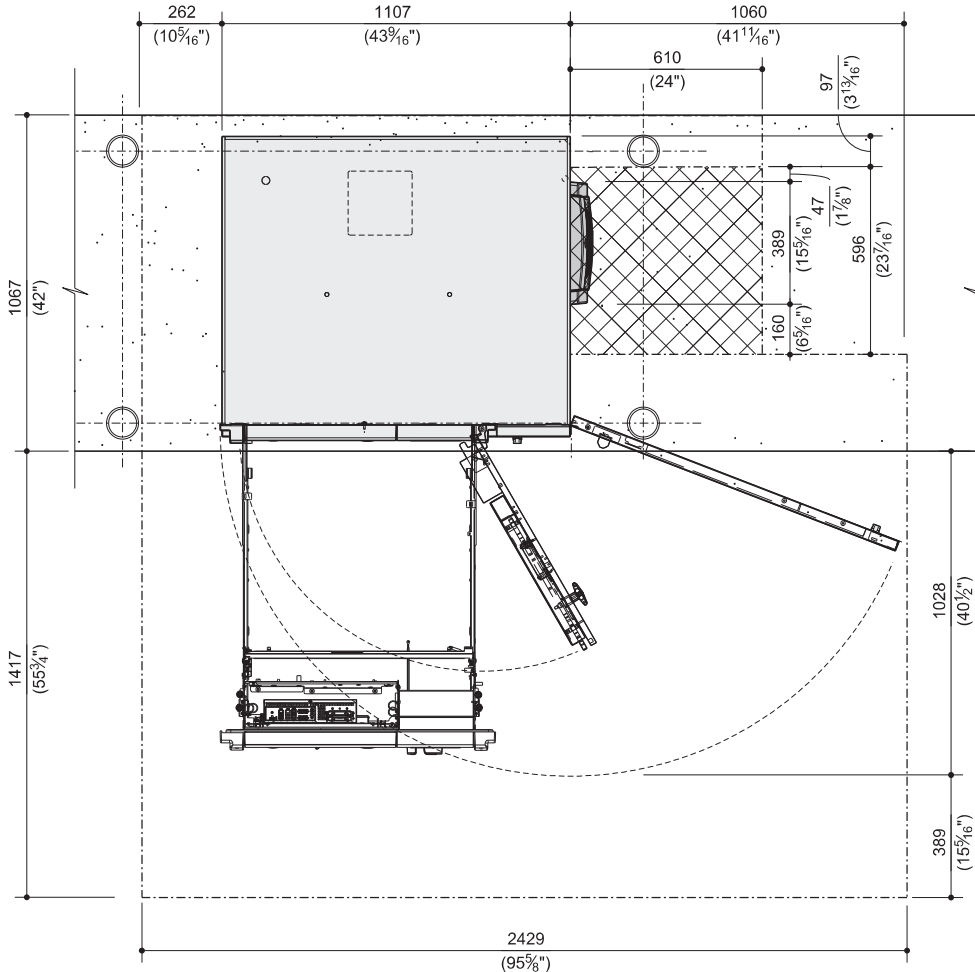
Zynda Bitar

Clerk



CS 7790 ADVANCED FUNCTION DRIVE-UP ISLAND ATM SERVICE POSITION AND SERVICE AREAS

DIMENSIONS IN MILLIMETRES
(DIMENSIONS IN INCHES)



**PLAN VIEW
SERVICE AREA**



**MINIMUM SERVICE AREA
FOR ENVIRONMENTAL KIT**

CITY OF WORTHINGTON
AR 96-18
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DATE 11/30/18

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Architectural Review Board
City of Worthington
Date 12/13/18

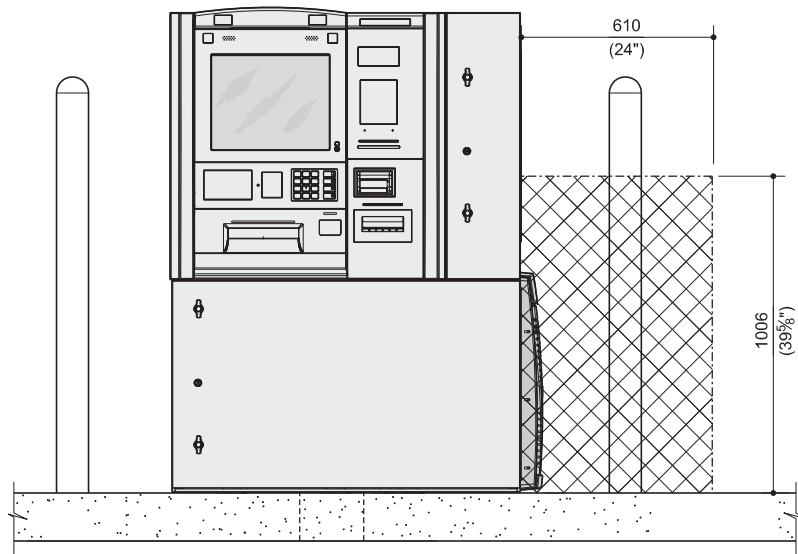
Zynda Butar

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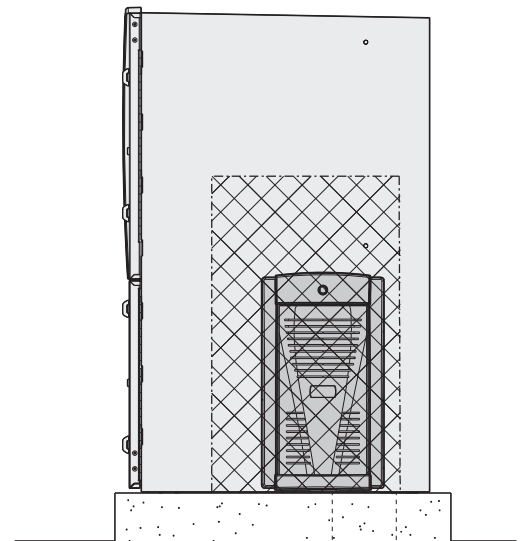
PAGE 4 OF 5

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FILE NO. BofA 177-662 REV. 4



FRONT VIEW



SIDE VIEW



ISLAND REQUIREMENTS

NOTES:

NEW CONSTRUCTION:

1. OWNER'S E.C. TO FURNISH AND INSTALL (1) 19mm ($\frac{3}{4}$ ") RIGID CONDUIT FOR ELECTRICAL POWER. (SEE POWER REQUIREMENTS)
2. OWNER'S E.C. TO FURNISH AND INSTALL 102 mm (4") P.V.C. PIPE (RECOMMENDED METHOD FOR ROUTING COMMUNICATION CABLE, EXPRESS BUS CABLE, ALARM CABLE, AND VIDEO CABLE).
(ALTERNATE METHOD) OWNER'S ELECTRICAL CONTRACTOR TO FURNISH AND INSTALL (1) 25mm (1") RIGID CONDUIT FOR ALARM CABLE AND (1) 38mm (1 $\frac{1}{2}$ ") RIGID CONDUIT FOR COMMUNICATION CABLE, EXTERNAL OPTIONS CABLE, AND VIDEO CABLE.
3. PLEASE CONTACT THE DIEBOLD NIXDORF INSTALLING BRANCH IF CONSIDERING ATTACHMENT OF A REMOTE DESKTOP MONITOR/KEYBOARD TO THIS PRODUCT.
4. OWNER'S INSTALLER TO DRILL (4) 19mm ($\frac{3}{4}$ ") DIA. X 203mm (8" MIN.) DEEP HOLES IN ISLAND CONCRETE SLAB (RECOMMENDED COMPLETELY THROUGH ISLAND SLAB WHEN POSSIBLE) (TEMPLATE PROVIDED FOR LOCATING HOLES, PART NO. 41-026655) AND SECURE UNIT TO ISLAND WITH (4) 19mm ($\frac{3}{4}$ ")-10 X 203mm (8") LONG WEDGE ANCHORS (DIEBOLD NIXDORF PART NUMBER 29-016376-000E, HILTI PART NUMBER 282520) SUPPLIED WITH UNIT.
6. ISLAND TO BE FLAT AND LEVEL IN AREA OF UNIT.
7. ISLAND CONSTRUCTION MUST SUPPORT WEIGHT OF UNIT 1,293 kg (2,850 LBS.).
8. OWNER'S INSTALLER TO SET LEVEL, SECURE UNIT TO CONCRETE ISLAND AND CAULK AROUND BASE.

Approved
Architectural Review Board
City of Worthington
Date 12/13/18

Lynda Butler
Clerk

EXISTING CONSTRUCTION:

1. EXISTING ELECTRICAL CONDUIT, PNEUMATIC TUBE AND/OR PIPE MUST BE RE-ROUTED TO ALIGN WITH REQUIRED ISLAND OPENING. EXISTING PNEUMATIC TUBE OR P.V.C. PIPE MAY BE USED TO ROUTE COMMUNICATION CABLE, EXPRESS BUS C. ALARM CABLE, AND VIDEO CABLE.
2. EXISTING BUMPER GUARDS ON ISLAND MAY REQUIRE RELOCATION.

- (4) GUARD POST PIPES TO BE 102mm (4") DIA. FILLED WITH CONCRETE (ALL BY OWNER'S GENERAL CONTRACTOR). 00-051019-000C GUARD POST SLEEVE (OPTIONAL EXTRA) SLIPS OVER 102mm (4") TO 114mm (4 $\frac{1}{2}$ ") DIA. PIPE. MAXIMUM HEIGHT 1321mm (4'-4").
RECOMMENDED SIZE AND LOCATION FOR NEW CONSTRUCTION.
EXISTING GUARD POST MAY OR MAY NOT NEED RELOCATED.
LOCATION MUST NOT INTERFERE WITH SERVICE AREA REQUIREMENTS.

Refer to Bank of America standards for Universal Island site-prep details and bollard locations. Details will include pad/pit locations.

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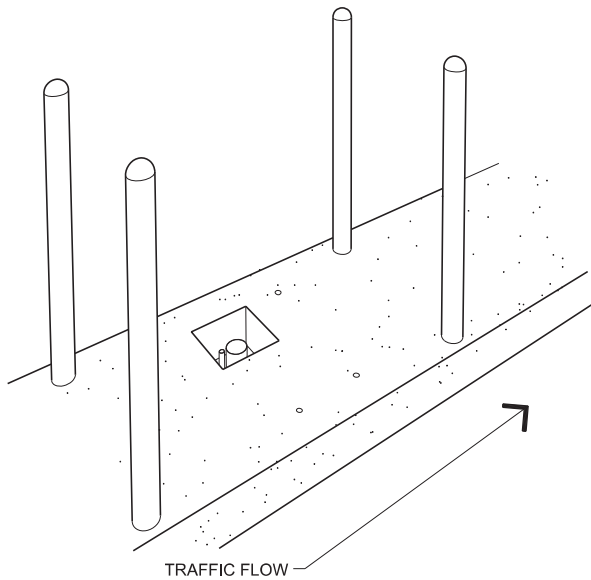
DIMENSIONS IN MILLIMETRES
(DIMENSIONS IN INCHES)



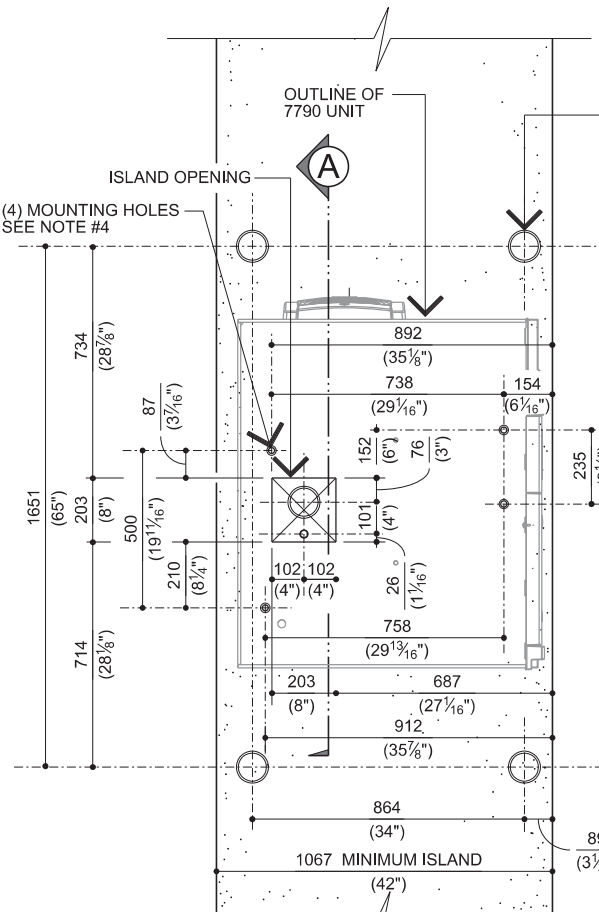
PAGE 5 OF 5

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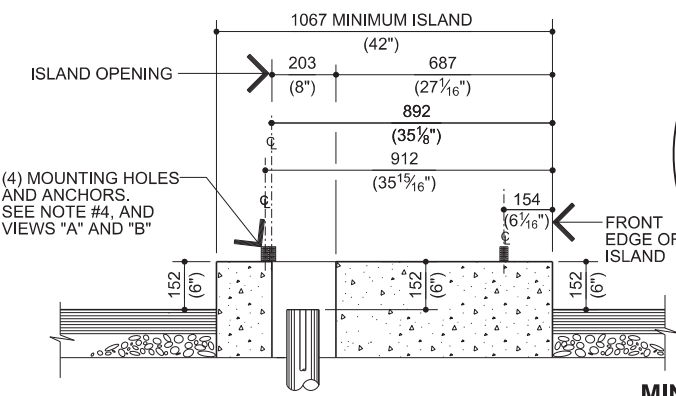
FILE NO. BofA 177-662 REV. 4



PERSPECTIVE



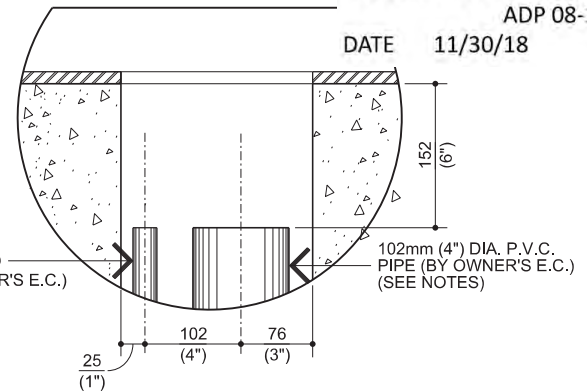
PLAN VIEW



SECTION

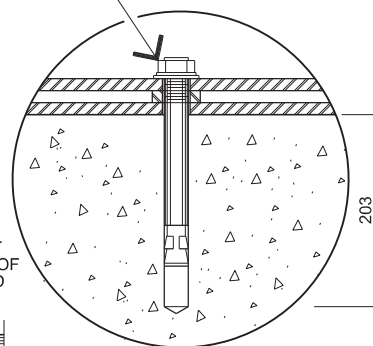
TRAFFIC FLOW

19mm ($\frac{3}{4}$ ") DIA. RIGID
CONDUIT (BY OWNER'S E.C.)
(SEE NOTES)



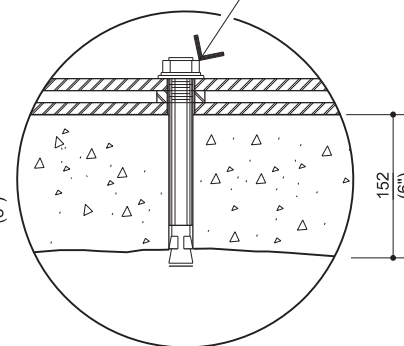
SECTION "A"

OWNER'S INSTALLER TO DRILL (4) 19mm ($\frac{3}{4}$ ") DIA. X 203mm (8" MIN.) DEEP HOLES IN ISLAND CONCRETE SLAB (RECOMMENDED DRILLING COMPLETELY THROUGH ISLAND SLAB WHEN POSSIBLE (A TEMPLATE USED TO LOCATE THE HOLES, DIEBOLD NIXDORF PART NUMBER 41-026655 IS PROVIDED) AND TO BE SECURED TO THE CONCRETE ISLAND WITH (4) 19mm ($\frac{3}{4}$ ")-10 X 203mm (8") LONG WEDGE ANCHORS (SUPPLIED WITH UNIT, DIEBOLD NIXDORF PART NUMBER 29-016376-000A, HILTI PART NUMBER 282520).



VIEW "A"

MINIMUM HOLE DEPTH 203mm (8")



VIEW "B"

THROUGH HOLE

Opaque Background
Acrylic push-through letters
Approved
Architectural Review Board
City of Worthington
Date 12/13/18
Zynda Bitar
Clerk



EXISTING



PROPOSED

1 CUSTOM AF1w - D/F ILLUM. PYLON SIGN 20 SQ. FT.

QTY: 1

SCALE: NTS

RENDERING IS APPROX. AND NOT EXACT; FIELD SURVEY REQUIRED

Drawing prepared by:

ICON

RECOMMENDATION

Location: 54 W Wilson Bridge Rd
Worthington, OH 43085-2226

File Path: Active\BANKS\Bank Of America\2018\Locations\4305_15000_Worthington_OH_R8.cdr

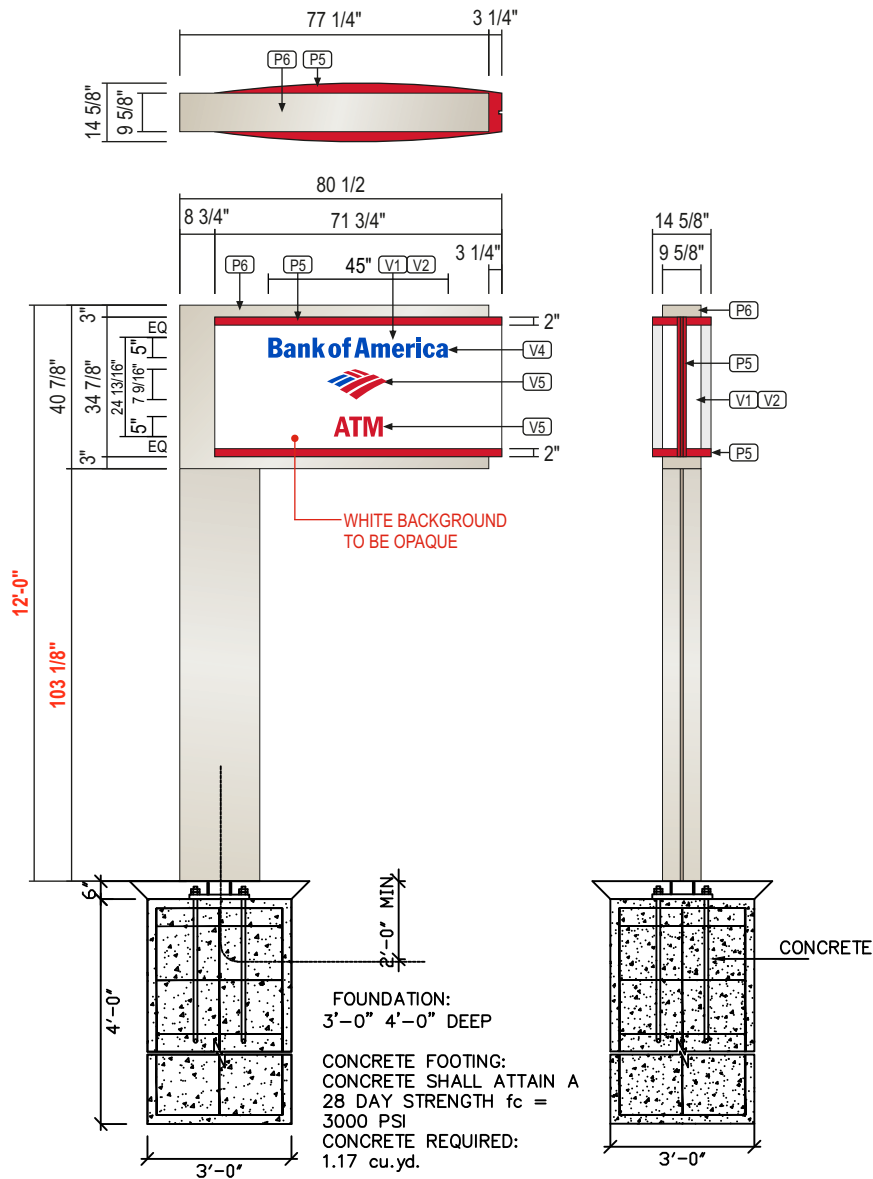
Proj #: 4305

Loc #: 15000

Drawing prepared for:

Bank of America

Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:	Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.				
Original	301934	07/30/18	BW	AM						
Rev 1	302951	08/27/18	BW	AM	Revise Signs 1 with New and Sign 5 with updated vinyl	Rev #:	Req#:	Date:	Req. By:	Drawn By:
Rev 2	303454	09/06/18	BW	AM	Various Changes; Reference Request Notes	Rev 7	305950	11/15/18	BW	Lv
Rev 3	304246	09/25/18	BW	AM	Various Changes; Reference Request Notes	Rev 8	306156	11/28/18	BW	AM
Rev 4	304640	10/04/18	BW	Lv	Removed signs 2 & 3 - re-numbered BB	Rev 9	000000	00/00/00	XXX	XXX
Rev 5	304845	10/10/18	BW	Lv	Various Changes - See Request	Rev 10	000000	00/00/00	XXX	XXX
Rev 6	305766	11/09/18	BW	AM	Revise Sign 1 to 20sf; Revise Sign 2 to G1.1					



1 CUSTOM AF1w - D/F ILLUM. PYLON SIGN 20 SQ. FT.

QTY: 1 SCALE: 1/4"=1'-0"
STANDARD SPECS - SEE COLOR SPECIFICATION LIBRARY

ELECTRICAL

LAMPS	(6) F36T-12 D.H.O.
BALLAST	(1) ESB848-46 (SIGNA)
AMPS	3.41
V.A.	120 VOLTS WATTS 410
CIRCUITS	1-20 AMP

AREA/WEIGHT

SIGN SQUARE FOOTAGE:	
HEADER	23.66 sq. ft.
BASE	33.0 sq. ft.
SIGN ESTIMATED WEIGHT	
HEADER	230 Lb.
BASE	300 Lb.

TOLERANCE: $\pm 1/16"$ ON ALL DIMENSIONS

USE BLACK SILICONE TO CONCEAL LIGHT LEAKS

DESIGN LOADS:
WIND LOAD = 90 mph
EXPOSURE "C"
SOIL RESISTANCE:
200 PSF/FT

2006 INTERNATIONAL BUILDING CODE:
ASCE 7-05

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF SIGN.

THIS SIGN TO BEAR THIS MARK



CITY OF WORTHINGTON
AR 96-18
DRAWING NO. CU 16-18
ADP 08-18
DATE 11/30/18

Opaque Background
Acrylic push-through letters

Approved
Architectural Review Board
City of Worthington
Date 12/13/18
Zynda Butar
Clerk

Drawing prepared by:

RECOMMENDATION

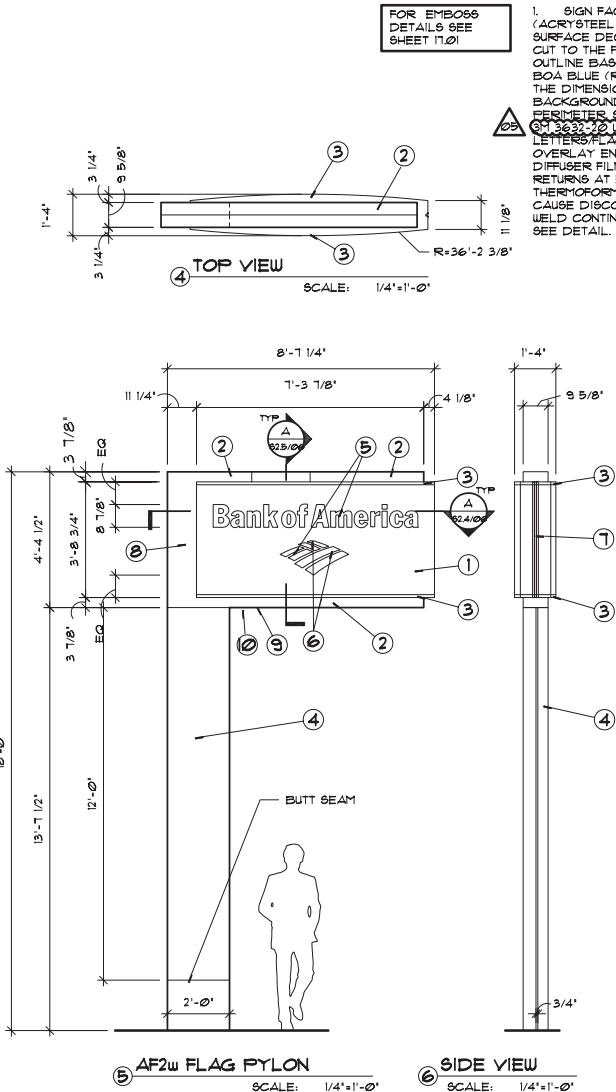
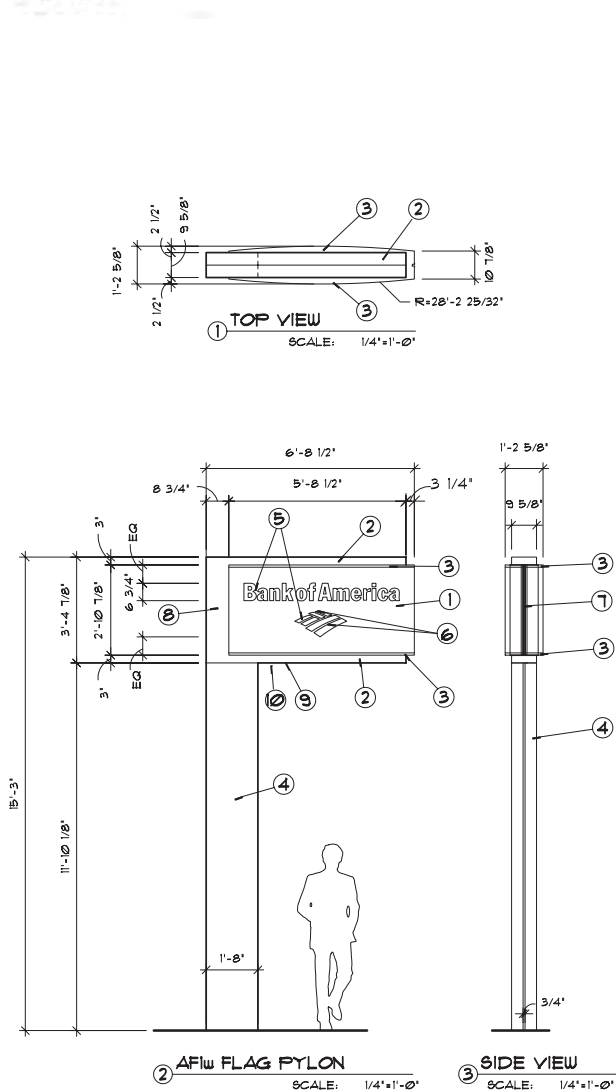
Location: 54 W Wilson Bridge Rd
Worthington, OH 43085-2226
File Path: Active\BANKS\B\Bank Of America\2018\Locations\4305_15000_Worthington_OH_R8.cdr
Proj #: 4305
Loc #: 15000

Drawing prepared for:



ICON

Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:	Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.
Original	301934	07/30/18	BVW	AM		
Rev 1	302951	08/27/18	BVW	AM	Revise Signs 1 with New and Sign 5 with updated vinyl	Rev #:
Rev 2	303454	09/06/18	BVW	AM	Various Changes; Reference Request Notes	Rev 7
Rev 3	304246	09/25/18	BVW	AM	Various Changes; Reference Request Notes	Rev 8
Rev 4	304640	10/04/18	BVW	Lv	Removed signs 2 & 3 - re-numbered BB	Rev 9
Rev 5	304845	10/10/18	BVW	Lv	Various Changes - See Request	Rev 10
Rev 6	305766	11/09/18	BVW	AM	Revise Sign 1 to 20sf; Revise Sign 2 to G1.1	



- NOTE:
1. SIGN FACE TO BE 3/16" CLEAR ACRYLIC (ACRYLITE OR APPROVED EQUAL). FIRST SURFACE DECORATE WITH 3M 3632-20 WHITE CUT TO THE FULL CHARACTER SIZE INCLUDING OUTLINE BASED ON .0228. OVERLAY WITH 3M BOA BLUE (RED AT FLAGSCAPE) FILM CUT TO THE DIMENSIONED GAP HEIGHT. CENTER IN WHITE BACKGROUND FOR EVEN OUTLINE AT PERIMETER. SECOND SURFACE DECORATE WITH 3M 3632-20 WHITE FILM. WEED OUT LETTERS/FLAGSCAPE TO EXTENT OF OUTLINE. OVERLAY ENTIRE SECOND SURFACE WITH 3M DIFFUSER FILM #3635-10 WHITE. HEAT BEND RETURNS AT ENDS OF FACE. DO NOT THERMOFORM (IT WILL STRETCH THE FILM AND CAUSE DISCOLORATION ON THE RETURN CHEM. WELD CONTINUOUS HANGING BAR AT PERIMETER SEE DETAIL.
 2. 125" BREAKFORMED ALUM. CLADDING/ACCESS PANEL FORM AS SHOWN. PAINT FINISH CHAMPAGNE METALLIC. SEMI-GLOSS FINISH. ATTACH WITH COUNTERSUNK FLATHEAD STAINLESS STEEL SCREWS. PAINT HEADS TO MATCH.
 3. 3/8" ALUM. RETAINER FORM AS SHOWN. PAINT FINISH RED. SATIN FINISH. ATTACH TO CABINET RETURNS WITH COUNTERSUNK FLATHEAD STAINLESS STEEL SCREWS. PAINT HEADS TO MATCH.
 4. 125" ALUM. BREAKFORMED COLUMN CLADDING. FORM AS SHOWN. PAINT FINISH CHAMPAGNE METALLIC. SEMI-GLOSS FINISH. ATTACH ONE HALF TO COLUMN. ATTACH OTHER HALF TO FIRST WITH COUNTERSUNK FLATHEAD STAINLESS STEEL SCREWS IN REVEAL. PAINT HEADS TO MATCH.
 5. "BANK OF AMERICA" AND PORTION OF FLAGSCAPE TO BE FIRST SURFACE DECORATED WITH 3M FILM BOA BLUE. SEE DETAIL FOR DECORATION AND BEVEL SIZING.
 6. PORTIONS OF FLAGSCAPE TO BE FIRST SURFACE DECORATED WITH 3M FILM BOA RED. SEE DETAILS FOR DECORATION AND BEVEL SIZING.
 7. 125" BREAK FORMED ALUMINUM REVEAL/RETAINER FORM AS SHOWN. SEE DETAIL. PAINT FINISH RED SATIN FINISH. TWO HALVES CLAMHELL. WELD ONE HALF TO VERTICAL TUBE BEHIND. MECHANICALLY ATTACH SECOND HALF WITH COUNTERSUNK FLATHEAD STAINLESS STEEL SCREWS. PAINT HEADS TO MATCH.
 8. 125" ALUM. CLADDING PAINT FINISH CHAMPAGNE METALLIC SEMI-GLOSS FINISH.
 9. PLACE PRODUCT LABEL HERE. SEE SHEET PL-1 FOR DETAILS.
 10. RECESSED UL APPROVED EMERGENCY CUTOFF SWITCH.

GENERAL NOTES:

- FINAL SIZING FOR ALL STRUCTURAL MEMBERS (i.e. COLUMNS, MATCH PLATES, CONNECTION BOLTS, ANCHOR BOLTS, FOUNDATIONS AND REINFORCEMENT) TO BE SIZED BY A LICENSED ENGINEER TO MEET OR EXCEED ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES.
- FABRICATOR IS RESPONSIBLE FOR THE PREVENTION OF ANY LIGHT LEAKS.
- LEADS FROM BACK OF ILLUMINATED LETTERS / SYMBOL SHALL BE A MINIMUM OF 6'-0" IN LENGTH MEASURED FROM THE BACK SURFACE OF THE LETTERS / SYMBOL.
- PAINT INTERIORS OF ALL CABINETS WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
- ALL PAINT TO BE TWO-PART POLYURETHANE.
- COLOR FILM TO BE MATCHED IN 3M #3632 SERIES FILM.

MATERIAL SPECIFICATIONS

- PAINT
- CHAMPAGNE METALLIC - EITHER AKZO-NOBEL #BNK 250, MATTHEWS #MP 2134, MATTHEWS #SOA61945P, OR MATTHEWS #VOC12126P (VOC COMPLIANT)
 - RED - MATTHEWS RED #MP 49696, AKZO-NOBEL #SIGN 2013
 - BLUE - MATTHEWS BLUE #MP 21610R 6595
 - WHITE - MATTHEWS WHITE #MP 21660R 6595.

- FILM
- BLUE - 3M # 3632-8222
 - RED - 3M # 3632-2412
 - DIFFUSER - 3M # 3635-10
 - WHITE - 3M # 3632-20
- ACRYLIC
- CLEAR ACRYLITE OR APPROVED EQUAL

- FILM DECORATION CHANNEL LETTERS ONLY, ACRYLITE #2441 OR APPROVED EQ.
- WHITE TRANSLUCENT-ACRYLITE #1328 OR APPROVED EQ.

FLAG MOUNTED PYLON

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structural, electrical, mechanical and foundation engineering. See General Specifications for additional requirements. These documents were not produced under an architectural services agreement. These drawings are part of an original unpublished design by Monigle Associates, Inc. The detailing and

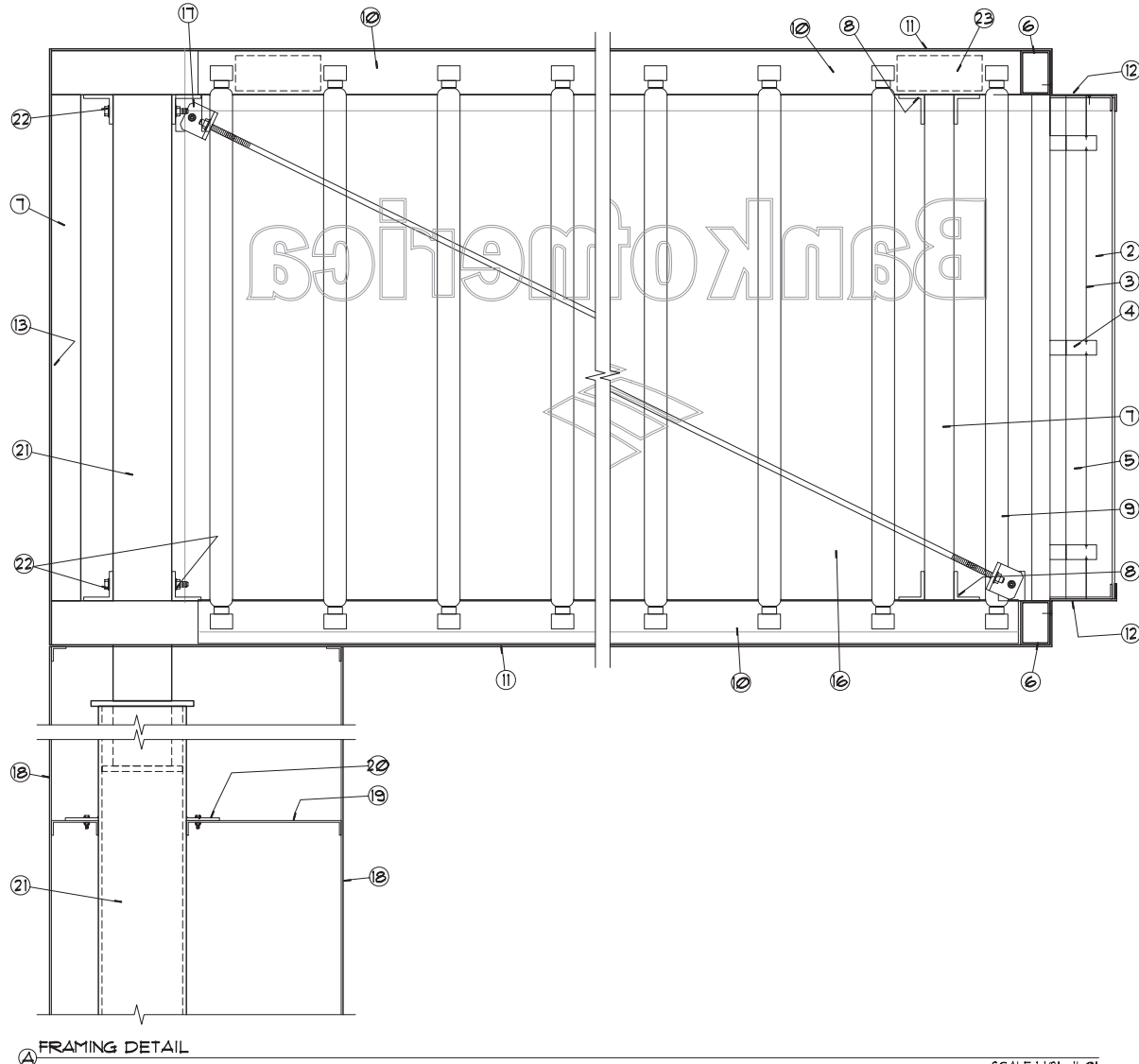
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Released To:	BANK OF AMERICA
Job Number:	78173
Drawn By:	
Date:	12.12.05

Rev No. 05	10.23.07

Rev No. 01	08.15.06
Rev No. 02	08.21.06
Rev No. 03	10.20.06
Rev No. 04	8.01.07

SW2.2/06
MONIGLE ASSOCIATES



- NOTES:
1. SIGN FACE TO BE 1/4" CLEAR ACRYLIC (ACRYLSTEEL OR APPROVED EQUAL). FIRST SURFACE DECORATE WITH 3M 3632-20 WHITE CUT TO THE FULL CHARACTER SIZE INCLUDING OUTLINE BASED ON 22B. OVERLAY WITH 3M BOA BLUE (RED AT FLAGSCAPE) FILM CUT TO THE DIMENSIONED CAP HEIGHT. CENTER IN WHITE BACKGROUND FOR EVEN OUTLINE AT PERIMETER SECOND SURFACE DECORATE WITH 3M 3632-20 WHITE FILM. WELD OUT LETTERS FLAGSCAPE TO EXTENT OF OUTLINE. OVERLAY ENTIRE SECOND SURFACE WITH 3M DIFFUSER FILM 3635-10 WHITE. HEAT BEND RETURNS AT ENDS OF FACE. DO NOT THERMOFORM (IT WILL STRETCH THE FILM AND CAUSE DISCOLORATION ON THE RETURN). CHEM. WELD CONTINUOUS HANGING BAR AT TOP AS REQUIRED. 1/4" x 1/4" CLEAR ACRYLIC BAR USE A 1/4" x 1/4" CLEAR ACRYLIC BAR AT BOTTOM. NOTE: CHEM. WELD CONTINUOUS VERTICAL RETENTION BLOCK AS REQ'D. AT END OF HEAT BENT RETURNS AS SHOWN. ALLOW SUFFICIENT ROOM FOR EXPANSION AND CONTRACTION AS REQ'D.
2. 1/2" BREAK FORMED ALUMINUM REVEAL/RETAINER. PAINT FINISH ALL EXPOSED SURFACES RED SATIN FINISH. TWO HALVES CLAM-SHELL WELD ONE HALF TO VERTICAL TUBE SUPPORT BEHIND. MECHANICALLY ATTACH SECOND HALF WITH COUNTER SUNK FLATHEAD STAINLESS STEEL SCREWS. PAINT HEADS TO MATCH.
3. 1/2" BREAK FORMED ALUMINUM RETURN WELD TO VERTICAL SUPPORT TUBE AS SHOWN. PIECES TO HAVE A 10 DEGREE FLANGE AS SHOWN. PAINT ALL EXPOSED SURFACES WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
4. 1"x1/2" ALUM. TUBE 'OUTRIGGERS'. FORM AS SHOWN. WELD TO VERTICAL CHANNEL TO OUTSIDE AND 1"x1" VERTICAL TUBE TO INTERIOR. PAINT FINISH ALL EXPOSED SURFACES WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
5. 1-1/4"x1-1/4"x1/2" ALUM. TUBE VERTICAL AS SHOWN. WELD TO ALUM. ANGLE FRAME TOP AND BOTTOM. PAINT FINISH ALL EXPOSED SURFACES WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
6. ALUM. TUBE FRAME TOP AND BOTTOM. FORM AS SHOWN. MITER CUT, WELD AND GRIND SMOOTH AT CORNERS (3" x 2" SHOWN IN EXAMPLE ONLY). FINAL SIZING OF ALL STRUCTURAL MEMBERS TO BE BY A LICENSED STRUCTURAL ENGINEER.
7. VERTICAL ALUM. TUBE(S) AS REQ'D WELD TO TUBE FRAME TOP AND BOTTOM. SIZE AS REQ'D PAINT FINISH ALL EXPOSED SURFACES WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
8. 1/2" ALUM. ANGLE(S) AS REQ'D. TO PROVIDE ATTACHMENT SURFACE FOR CENTERED VERTICAL TUBE AT FRONT.
9. 1" x 12" AD. LONG LIFE DAYLIGHT TRI LIGHT MAX FLUORESCENT BULB(S) BY VOLTAGE OR APPROVED EQ. SPACE AS REQ'D TO PROVIDE EVEN ILLUMINATION ACROSS SIGN FACE WITHOUT HOT SPOTS OR SHADOWS. LAYINGS TO MEET 2012 NATIONAL GUIDELINES.
10. UL APPROVED ELECTRICAL RACEWAY AS REQ'D.
11. 1/2" BREAK FORMED ALUM. CLADDING /ACCESS PANEL. FORM AS SHOWN. PAINT FINISH CHAMPAGNE METALLIC. SEMI-GLOSS FINISH. ATTACH WITH COUNTERSUNK FLATHEAD STAINLESS STEEL SCREWS. PAINT HEADS TO MATCH.
12. 200' ALUM. RETAINER FORM AS SHOWN. PAINT FINISH RED. SATIN FINISH. ATTACH TO CABINET RETURNS WITH COUNTERSUNK FLATHEAD STAINLESS STEEL SCREWS. PAINT HEADS TO MATCH.
13. 1/2" ALUM. PLATE WELD TO ALUM. TUBE FRAME FOR WALL ATTACHMENT. THROUGH BOLT ATTACH AS REQ'D.
14. 1/2" ALUM. INTERIOR RETAINER RETURN. FORM AS SHOWN. WELD 3/16" ALUM. PLATE AT BASE TO ACT AS RETAINER FOR ACRYLIC HANGING BLOCK.
15. PROVIDE TEFLON TAPE TO INTERIOR OF EXTERIOR RETAINER RETURN TO PROTECT FILM DECORATED FROM SCRATCHING.
16. 1/2" DIA. STEEL THREADED SAG ROD(S). DOUBLE NUT ATTACH TO 1/2" ALUM. ANGLE 'CLIPS' AT COLUMN AND BASE.
17. 1/2" ALUM. ANGLE CLIPS AS REQ'D FOR SAG ROD(S). WELD TO ALUM. ANGLE FRAME AT BOTTOM. BOLT ATTACH TO STEEL CLIPS WELDED TO STEEL COLUMN AT TOP.
18. 1/2" ALUM. COLUMN CLADDING. FORM AS SHOWN. PAINT FINISH CHAMPAGNE METALLIC. SEMI-GLOSS FINISH.
19. 1/2" ALUM. PAN FORMED BAFFLE. FORM AS SHOWN. 1" FLANGE AT PERIMETER TO PROVIDE ATTACHMENT SURFACE FOR CLADDING.
20. 2" x 1" x 1/2" STEEL ANGLE(S) (LLH) WELD TO SUPPORT COLUMN TP. ALIGN WITH BAFFLES. PROVIDE SLOTTED HOLES FOR BOLT ATTACHMENT OF BAFFLES.
21. STL. SQ. STRUCTURAL TUBE. TO BE SIZED BY A LICENSED ENGINEER TO MEET OR EXCEED ALL LOCAL, STATE AND NATIONAL CODES.
22. 3/8" ALUM. ANGLES WELDED TO HORIZONTAL TUBES TO PROVIDE ATTACHMENT SURFACE FOR BOLT ATTACHMENT TO STEEL HEADS SUPPORT TUBE.
23. PROVIDE SIGN ELECTRONIC BALLASTS BY UNIVERSAL OR APPROVED EQ. AS REQ'D TO POWER BULBS.
- GENERAL NOTES:
- FINAL SIZING FOR ALL STRUCTURAL MEMBERS (i.e. COLUMNS MATCH PLATES, CONNECTION BOLTS, ANCHOR BOLTS, FOUNDATIONS AND REINFORCEMENT) TO BE SIZED BY A LICENSED ENGINEER TO MEET OR EXCEED ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES.
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 - PAINT INTERIORS OF ALL CABINETS WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
 - ALL PAINT TO BE TWO-PART POLYURETHANE.
 - COLOR FILM TO BE MATCHED IN 3M 3632 SERIES FILM.
- MATERIAL SPECIFICATIONS
- PAINT
- CHAMPAGNE METALLIC - EITHER AKZO-NOBEL
 - BNK 250, MATTHEUS *MP 2134, MATTHEUS
 - BOA61849P, OR MATTHEUS *5VOCI2125P (VOC COMPLIANT)
 - RED - MATTHEUS RED *MP 49696,
 - AKZO-NOBEL *5GN 20729
 - BLUE - MATTHEUS BLUE *MP 21610R 6595,
 - WHITE - MATTHEUS WHITE *MP 21660R 6595.
- FILM
- BLUE - 3M *3632-8222
 - RED - 3M *3632-2412
 - DIFFUSER - 3M *3635-10
 - WHITE - 3M *3632-20
- ACRYLIC
- CLEAR ACRYLSTEEL OR APPROVED EQUAL
- FILM DECORATION CHANNEL LETTERS ONLY.
- ACRYLSTEEL *2441 OR APPROVED EQ.
 - WHITE TRANSLUCENT-ACRYLSTEEL *1328 OR APPROVED EQ.

SCALE: 1 1/2" = 1'-0"

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structural, electrical, mechanical and foundation engineering. See General Specifications for additional requirements. These documents were not produced under an architectural services agreement. These drawings are part of an original unpublished design by Monigle Associates, Inc. The detailing and

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Released To:	BANK OF AMERICA	Rev No. 06	07.10.2012
Job Number:	78173		
Drawn By:	DRS		
Date:	12.12.05		

Rev No. 01	08.15.06
Rev No. 02	10.20.06
Rev No. 04	8.01.07
Rev No. 05	10.23.07

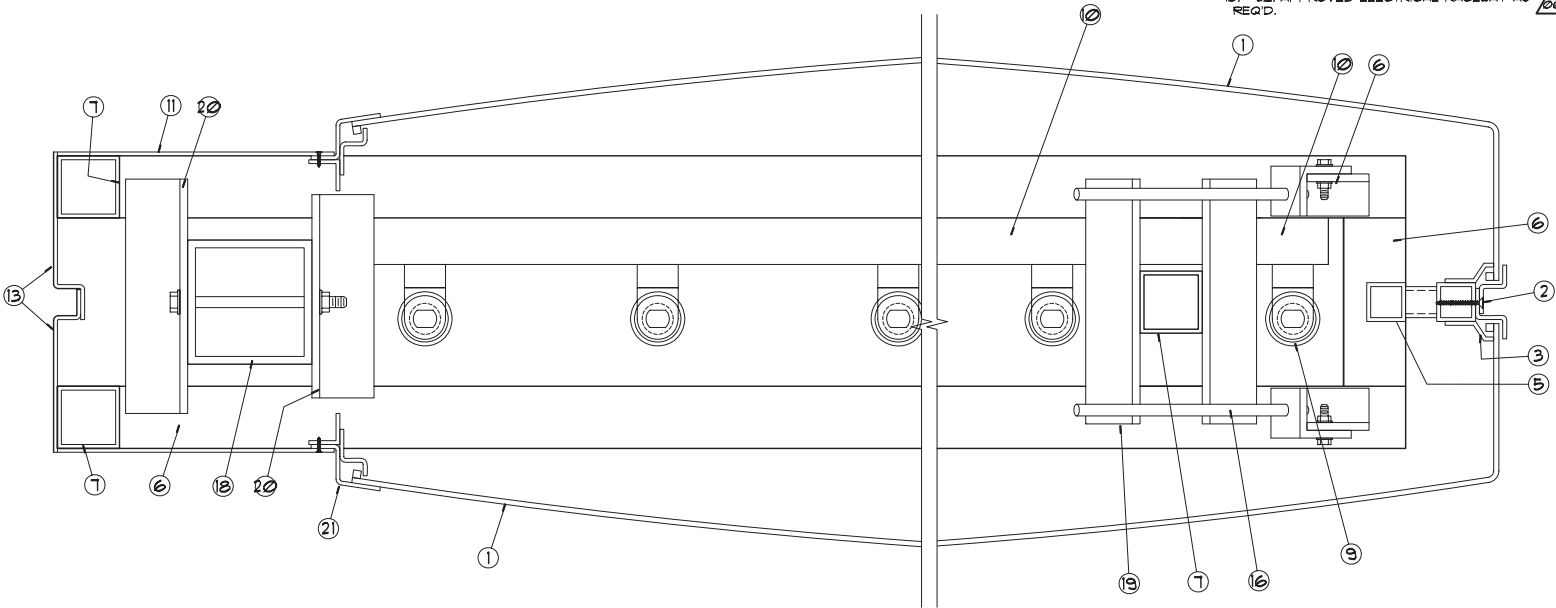
SECTION SHOWN IS FOR DESIGN INTENT ONLY. SIGN MANUFACTURER TO ENGINEER SIGN FACE AND CABINET TO MEET 150 MPH WIND LOADS (OR HIGHER IF REQUIRED BY LOCAL CODE) WITHOUT FAILING. MANUFACTURER'S DESIGN TO ALLOW FOR SUFFICIENT EXPANSION AND CONTRACTION OF FACE WITHOUT DEFORMATION OR BUCKLING TO FACE. MANUFACTURER'S DESIGN TO PREVENT THE FACE FROM BLOWING OUT OR PUSHING IN AND FROM DEFORMATION AFTER WIND LOADING.

CONCRETE FOUNDATIONS, STEEL SUPPORT COLUMNS, STEEL PLATES, ANCHOR BOLTS, ETC. TO BE TYPICALLY DESIGNED FOR 90 MPH WIND LOADS. WHERE LOCAL CODES REQUIRE GREATER WIND SPEEDS, DESIGN THE STRUCTURE TO MEET 150 MPH (OR HIGHER IF REQUIRED BY LOCAL CODES).

SIGN MANUFACTURER AND THEIR ENGINEERS TO DESIGN SIGNS TO MEET OR EXCEED ALL APPLICABLE LOCAL, STATE AND NATIONAL CODES.

NOTES:

1. SIGN FACE TO BE 1/4" CLEAR ACRYLIC (ACRYLSTEEL OR APPROVED EQUAL). FIRST SURFACE DECORATE WITH 3M 3632-20 WHITE CUT TO THE FULL CHARACTER SIZE INCLUDING OUTLINE BASED ON 202B. OVERLAY WITH 3M BOA BLUE (RED AT FLAGSCAPE) FILM CUT TO THE DIMENSIONED CAP HEIGHT. CENTER IN WHITE BACKGROUND FOR EVEN OUTLINE AT PERIMETER. SECOND SURFACE DECORATE WITH 3M 3632-20 WHITE FILM. WEED OUT LETTERS/FLAGSCAPE TO EXTENT OF OUTLINE. OVERLAY ENTIRE SECOND SURFACE WITH 3M DIFFUSER FILM 12635-10 WHITE. HEAT BEND RETURNS AT ENDS OF FACE. DO NOT THERMOFORM (IT WILL STRETCH THE FILM AND CAUSE DISCOLORATION ON THE RETURN). CHEM. WELD CONTINUOUS HANGING BAR AT TOP AS REQUIRED. 1/4"x 1/4" CLEAR ACRYLIC BAR. USE A 1/4"x 1/4" CLEAR ACRYLIC BAR AT BOTTOM. NOTE: CHEM. WELD CONTINUOUS VERTICAL RETENTION BLOCK AS REQ'D. AT END OF HEAT BENT RETURNS AS SHOWN. ALLOW SUFFICIENT ROOM FOR EXPANSION AND CONTRACTION AS REQ'D.
2. 125' BREAK FORMED ALUMINUM REVEAL/RETAINER. PAINT FINISH ALL EXPOSED SURFACES RED SATIN FINISH. TWO HALVES CLAMPSHELL. WELD ONE HALF TO VERTICAL TUBE SUPPORT BEHIND. MECHANICALLY ATTACH SECOND HALF WITH COUNTER SUNK FLATHEAD STAINLESS STEEL SCREWS. PAINT HEADS TO MATCH.
3. 125' BREAK FORMED ALUMINUM RETURN. WELD TO VERTICAL SUPPORT TUBE AS SHOWN. PIECES TO HAVE A 124 DEGREE FLANGE AS SHOWN. PAINT ALL EXPOSED SURFACES WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
4. 1"x 1/2" ALUM. TUBE "OUTRIGGERS". FORM AS SHOWN. WELD TO VERTICAL CHANNEL TO INTERIOR. PAINT FINISH ALL EXPOSED SURFACES WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
5. 1-1/4"x 1/4"x 125' ALUM. TUBE VERTICAL AS SHOWN. WELD TO ALUM. ANGLE FRAME TOP AND BOTTOM. PAINT FINISH ALL EXPOSED SURFACES WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
6. ALUM. TUBE FRAME TOP AND BOTTOM. FORM AS SHOWN. MITER CUT, WELD AND GRIND SMOOTH AT CORNERS (3' x 2' SHOWN IN EXAMPLE ONLY). FINAL SIZING OF ALL STRUCTURAL MEMBERS TO BE BY A LICENSED STRUCTURAL ENGINEER.
7. VERTICAL ALUM. TUBE(S) AS REQ'D WELD TO TUBE FRAME TOP AND BOTTOM. SIZE AS REQ'D. PAINT FINISH ALL EXPOSED SURFACES WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
8. 25' ALUM. ANGLE(S) AS REQ'D. TO PROVIDE ATTACHMENT SURFACE FOR CENTERED VERTICAL TUBE AT FRONT.
9. 12" HO. LONG LIFE DAYLIGHT TRI-LIGHT MAX FLUORESCENT BULB(S) BY VOLTARC OR APPROVED EQ. SPACE AS REQ'D TO PROVIDE EVEN ILLUMINATION ACROSS SIGN FACE WITHOUT HOT SPOTS OR SHADOWS. LAMPING TO MEET 202 NATIONAL GUIDELINES.
10. 10' APPROVED ELECTRICAL RACEWAY AS REQ'D.
11. 125' BREAK FORMED ALUM. CLADDING/ACCESS PANEL. FORM AS SHOWN. PAINT FINISH CHAMPAGNE METALLIC. SEMI-GLOSS FINISH.
12. 200' ALUM. RETAINER. FORM AS SHOWN. PAINT FINISH RED SATIN FINISH. ATTACH TO CABINET RETURNS WITH COUNTERSUNK FLATHEAD STAINLESS STEEL SCREWS. PAINT HEADS TO MATCH.
13. 125' ALUM. COLUMN CLADDING. FORM AS SHOWN. PAINT FINISH CHAMPAGNE METALLIC. SEMI-GLOSS FINISH.
14. 125' ALUM. INTERIOR RETAINER RETURN. FORM AS SHOWN. WELD 3/16" ALUM. PLATE AT BASE TO ACT AS RETAINER FOR ACRYLIC HANGING BLOCK.
15. PROVIDE TEFLON TAPE TO INTERIOR OF EXTERIOR RETAINER RETURN TO PROTECT FILM DECORATED FACE FROM SCRATCHING.
16. 25' DIA. STEEL THREADED SAG ROD(S). DOUBLE NUT ATTACH TO 25' ALUM ANGLE "CLIPS" AT COLUMN AND BASE.
17. 25' ALUM. ANGLE CLIPS AS REQ'D FOR SAG ROD(S). WELD TO ALUM. ANGLE FRAME AT BOTTOM. BOLT ALLATCH TO STEEL CLIPS WELDED TO STEEL COLUMN AT TOP.
18. 81L 50. STRUCTURAL TUBE. TO BE SIZED BY A LICENSED ENGINEER TO MEET OR EXCEED ALL LOCAL, STATE AND NATIONAL CODES.
19. 25' ALUM. ANGLE(S) AS REQ'D TO PROVIDE ATTACHMENT SURFACE FOR CENTERED VERTICAL TUBE AT FRONT.
20. 3/16" ALUM. ANGLES WELDED TO HORIZONTAL TUBES TO PROVIDE ATTACHMENT SURFACE FOR BOLT ATTACHMENT TO STEEL HEADS SUPPORT TUBE.
21. 3/16" BREAK FORMED REMOVABLE RETAINER. PAINT FINISH BOA BLUE SATIN FINISH.
22. PROVIDE SIGNA ELECTRONIC BALLASTS AS REQ'D TO POWER BULBS.



A HORIZONTAL SECTION

SCALE: 3" = 1'-0"

GENERAL NOTES:

- FINAL SIZING FOR ALL STRUCTURAL MEMBERS (i.e. COLUMNS MATCH PLATES, CONNECTION BOLTS, ANCHOR BOLTS, FOUNDATIONS AND REINFORCEMENT) TO BE SIZED BY A LICENSED ENGINEER TO MEET OR EXCEED ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES.
- FABRICATOR IS RESPONSIBLE FOR THE PREVENTION OF ANY LIGHT LEAKS.
- LEADS FROM BACK OF ILLUMINATED LETTERS / SYMBOL SHALL BE A MINIMUM OF 6'-0" IN LENGTH MEASURED FROM THE BACK SURFACE OF THE LETTERS / SYMBOL.
- PAINT INTERIORS OF ALL CABINETS WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
- ALL PAINT TO BE TWO-PART POLYURETHANE.
- COLOR FILM TO BE MATCHED IN 3M 3632 SERIES FILM.

MATERIAL SPECIFICATIONS

- PAINT
- CHAMPAGNE METALLIC - EITHER AKZO-NOBEL *BNK 250, MATTHEUS *MP 2134, MATTHEUS *BOA6134SP, OR MATTHEUS *5VOC12125P (VOC COMPLIANT)
 - RED - MATTHEUS RED *MP 49696, AKZO-NOBEL *5GN 2029
 - BLUE - MATTHEUS BLUE *MP 21610R 6595
 - WHITE - MATTHEUS WHITE *MP 21660R 6595.

- FILM
- BLUE - 3M *3632-8222
 - RED - 3M *3632-2412
 - DIFFUSER - 3M *3635-10
 - WHITE - 3M *3632-20

- ACRYLIC
- CLEAR ACRYLSTEEL OR APPROVED EQUAL
- FILM DECORATION CHANNEL LETTERS ONLY.
- ACRYLSTEEL *2441 OR APPROVED EQ.
 - WHITE TRANSLUCENT-ACRYLSTEEL *1328 OR APPROVED EQ.

FLAG MOUNTED PYLON

These documents are for design intent and shall be used only as a guide to produce the finished sizes, appearances and functions shown. Nothing contained in these documents shall be construed as a design for any engineered element. The fabricator/contractor shall be responsible for all

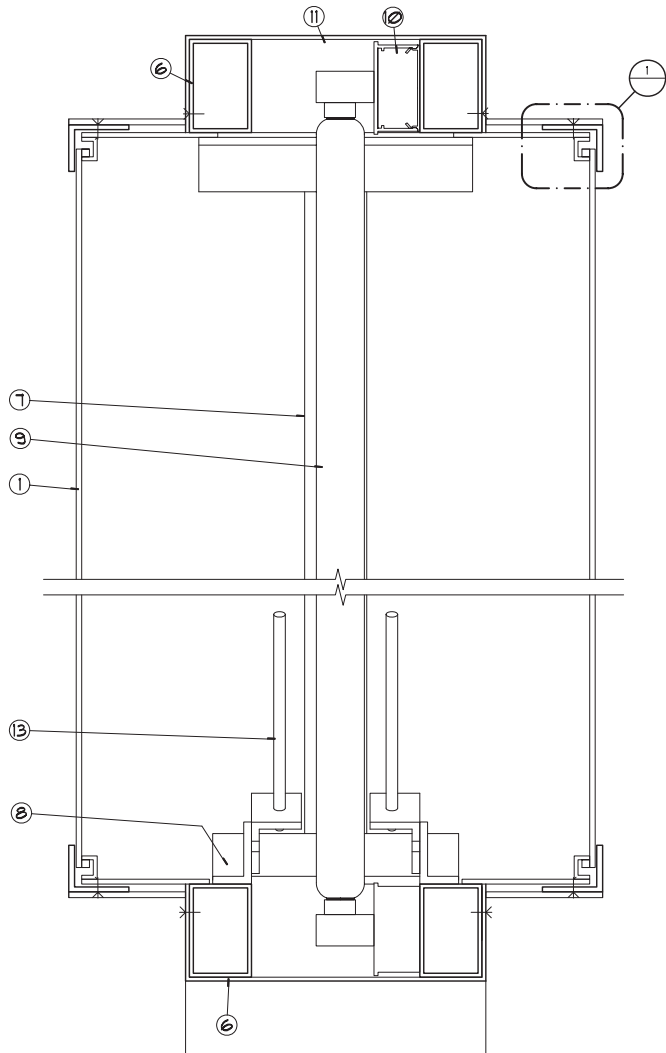
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Released To:	BANK OF AMERICA	Rev No. 06	07.10.2012
Job Number:	78173		
Drawn By:	DRS		
Date:	12.12.05		

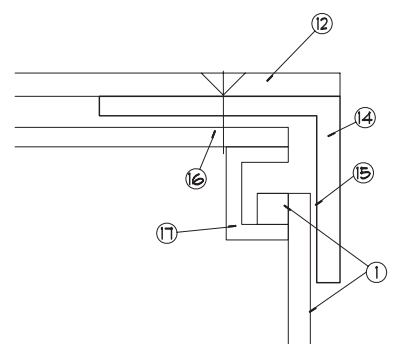
Rev No. 01	08.15.06
Rev No. 02	10.30.06
Rev No. 04	8.01.07
Rev No.	

SW2.4/06
MONIGLE ASSOCIATES



A VERTICAL SECTION

SCALE: 3/4" = 1'-0"



1 DETAIL

SCALE: 1/2" = 1'-0"

NOTES:

1. SIGN FACE TO BE 1/16" CLEAR ACRYLIC (ACRYLITE OR APPROVED EQUAL). FIRST SURFACE DECORATE WITH 3M 3632-22 (WHITE) CUT TO THE FULL CHARACTER SIZE INCLUDING OUTLINE BASED ON 202B. OVERLAY WITH 3M 300A BLUE (RED AT FLAGSCAPE) FILM CUT TO THE DIMENSIONED CAP HEIGHT. CENTER IN WHITE BACKGROUND FOR EVEN OUTLINE AT PERIMETER. SECOND SURFACE DECORATE WITH 3M 3632-22 (WHITE) FILM. WEED OUT LETTERS/FLAGSCAPE TO EXTENT OF OUTLINE. OVERLAY ENTIRE SECOND SURFACE WITH 3M DIFFUSER FILM #3635-10 WHITE. HEAT BEND RETURNS AT ENDS OF FACE. DO NOT THERMOFORM (IT WILL STRETCH THE FILM AND CAUSE DISCOLORATION ON THE RETURN). CHEM. WELD CONTINUOUS HANGING BAR AT TOP AS REQUIRED. 1/4" x 1/4" CLEAR ACRYLIC BAR. USE A 1/4" x 1/4" CLEAR ACRYLIC BAR AT BOTTOM. NOTE: CHEM. WELD CONTINUOUS VERTICAL RETENTION BLOCK AS REQ'D. AT END OF HEAT BENT RETURNS AS SHOWN. ALLOW SUFFICIENT ROOM FOR EXPANSION AND CONTRACTION AS REQ'D.
2. 1/25" BREAK FORMED ALUMINUM REVEAL/RETAINER. PAINT FINISH ALL EXPOSED SURFACES RED SATIN FINISH. TWO HALVES CLAMSHELL. WELD ONE HALF TO VERTICAL TUBE SUPPORT BEHIND. MECHANICALLY ATTACH SECOND HALF WITH COUNTER SUNK FLATHEAD STAINLESS STEEL SCREWS. PAINT HEADS TO MATCH.
3. 1/25" BREAK FORMED ALUMINUM RETURN WELD TO VERTICAL SUPPORT TUBE AS SHOWN. PIECES TO HAVE A 10DEGREE FLANGE AS SHOWN. PAINT ALL EXPOSED SURFACES WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
4. 1"x1/2" x 1/25" ALUM. TUBE 'OUTRIGGERS'. FORM AS SHOWN. WELD TO VERTICAL CHANNEL TO OUTSIDE AND 1"x1" VERTICAL TUBE TO INTERIOR. PAINT FINISH ALL EXPOSED SURFACES WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
5. 1/2"x1/2" x 1/25" ALUM. TUBE VERTICAL AS SHOWN. WELD TO ALUM. ANGLE FRAME TOP AND BOTTOM. PAINT FINISH ALL EXPOSED SURFACES WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
6. ALUM. TUBE FRAME TOP AND BOTTOM. FORM AS SHOWN. MITER CUT, WELD, AND GRIND SMOOTH AT CORNERS (3' x 2' SHOWN IN EXAMPLE ONLY). FINAL SIZING OF ALL STRUCTURAL MEMBERS TO BE BY A LICENSED STRUCTURAL ENGINEER.
7. VERTICAL ALUM. TUBE(S) AS REQ'D WELD TO TUBE FRAME TOP AND BOTTOM. SIZE AS REQ'D. PAINT FINISH ALL EXPOSED SURFACES WITH SPRAY-LAT STAR BRITE WHITE LIGHT ENHANCEMENT PAINT.
8. 25' ALUM. ANGLE(S) AS REQ'D. TO PROVIDE ATTACHMENT SURFACE FOR CENTERED VERTICAL TUBE AT FRONT.
9. 1" DIA. LONG LIFE DAYLIGHT FLUORESCENT MAX FLUORESCENT BULBS(S) BY VOL. IARC OR APPROVED EQ. SPACE AS REQ'D TO PROVIDE EVEN ILLUMINATION ACROSS SIGN FACE WITHOUT HOT SPOTS OR SHADOWS. LAMPING TO MEET 202 NATIONAL GUIDELINES. ALL APPROVED ELECTRICAL RACEWAY AS REQ'D.
10. 1/25" BREAK FORMED ALUM. FORM AS SHOWN. CLADDING/ACCESS PANEL. FORM AS SHOWN. PAINT FINISH CHAMPAGNE METALLIC. SEMI-GLOSS FINISH. ATTACH WITH COUNTERSUNK FLATHEAD STAINLESS STEEL SCREWS. PAINT HEADS TO MATCH.
11. 3/16" ALUM. RETAINER FORM AS SHOWN. PAINT FINISH RED. SATIN FINISH. ATTACH TO CABINET RETURNS WITH COUNTERSUNK FLATHEAD STAINLESS STEEL SCREWS. PAINT HEADS TO MATCH.
12. 25' DIA. STEEL THREADED SAG ROD(S). DOUBLE NUT ATTACH TO 25' ALUM ANGLE 'CLIPS' AT COLUMN AND BASE.
13. 2" x 1/2" x 3/16" ROLLED ALUM ANGLE. RIP SHORT LEG DOWN TO MATCH DIMENSION ON ELEVATION. VERSILOK TO FILLER PIECE AS SHOWN. PAINT FINISH RED. SATIN FINISH.
14. PROVIDE TEFLON TAPE TO INTERIOR OF EXTERIOR RETAINER RETURN TO PROTECT FILM DECOARTED FACE FROM SCRATCHING.
15. 3/16" ALUM. INTERIOR RETURN WELD TO 3"x3"x1/4" ALUM ANGLE. CUT FRONT EDGE TO FACE RADIUS.
16. ALUM. ROLLED CHANNEL. WELD TO ALUM. INTERIOR RETURN AS SHOWN.
17. PROVIDE SIGNA ELECTRONIC BALLASTS BY UNIVERSAL OR APPROVED EQ. AS REQ'D TO POWER BULBS.

GENERAL NOTES:

- FINAL SIZING FOR ALL STRUCTURAL MEMBERS (I.e. COLUMNS MATCH PLATES, CONNECTION BOLTS, ANCHOR BOLTS FOUNDATIONS AND REINFORCEMENT) TO BE SIZED BY A LICENSED ENGINEER TO MEET OR EXCEED ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES.
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- COLOR FILM TO BE MATCHED IN 3M 3632 SERIES FILM.

MATERIAL SPECIFICATIONS

- PAINT
- CHAMPAGNE METALLIC - EITHER AKZO-NOBEL
 - BNK 250, MATTHEUS *MP 2134, MATTHEUS #0A461849P, OR MATTHEUS #5VOC12125P (VOC COMPLIANT)
 - RED - MATTHEUS RED *MP 49696, AKZO-NOBEL #5GN 20729
 - BLUE - MATTHEUS BLUE MP 21610R 6595
 - WHITE - MATTHEUS WHITE *MP 21660R 6595.

- FILM
- BLUE - 3M *3632-8222
 - RED - 3M *3632-2412
 - DIFFUSER - 3M *3635-10
 - WHITE - 3M *3632-22

- ACRYLIC
- CLEAR ACRYLITE OR APPROVED EQUAL
 - FILM DECORATION CHANNEL LETTERS ONLY. ACRYLITE #2441 OR APPROVED EQ.
 - WHITE TRANSLUCENT-ACRYLITE #1328 OR APPROVED EQ.

FLAG MOUNTED PYLON

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Released To:	BANK OF AMERICA	Rev No. 05	07.10.2012
Job Number:	78173		
Drawn By:	DRS		
Date:	12.12.05		

Rev No. 01	08.15.06
Rev No. 02	10.20.08
Rev No. 04	8.01.07
Rev No. 05	10.23.07



*RENDERING IS APPROX. ACTUAL LOOK MAY SLIGHTLY VARY

WEST ELEVATION

SCALE: NTS

Drawing prepared by:



ELEVATION

Location:

54 W Wilson Bridge Rd
Worthington, OH 43085-2226

File Path:

Active\BANKS\Bank Of America\2018\Locations\4305_15000_Worthington_OH_R8.cdr


Proj #:

4305

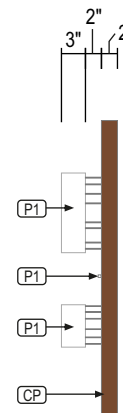
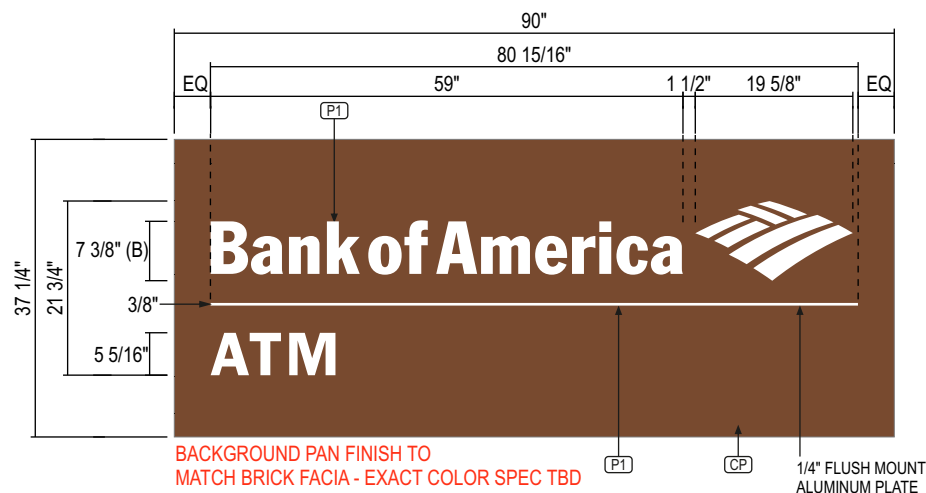
Loc #:

15000

Drawing prepared for:



Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:	Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.				
Original	301934	07/30/18	BW	AM		Rev #:	Req#:	Date:	Req. By:	Drawn By:
Rev 1	302951	08/27/18	BW	AM	Revise Signs 1 with New and Sign 5 with updated vinyl	Rev 7	305950	11/15/18	BW	Lv
Rev 2	303454	09/06/18	BW	AM	Various Changes; Reference Request Notes	Rev 8	306156	11/28/18	BW	AM
Rev 3	304246	09/25/18	BW	AM	Various Changes; Reference Request Notes	Rev 9	000000	00/00/00	XXX	XXX
Rev 4	304640	10/04/18	BW	Lv	Removed signs 2 & 3 - re-numbered BB	Rev 10	000000	00/00/00	XXX	XXX
Rev 5	304845	10/10/18	BW	Lv	Various Changes - See Request					
Rev 6	305766	11/09/18	BW	AM	Revise Sign 1 to 20sf; Revise Sign 2 to G1.1					



DESIGN LOADS:
 115 MPH WIND LOAD
 RISK CATEGORY II, EXPOSURE C.
 2012 INTERNATIONAL
 BUILDING CODE, SECTION 16
 WIND LOAD, ASCE 7-10

2 G1.x - CUSTOM HALO LIT ONLY CHANNEL LETTERS ON BACKGROUND PAN

23.28 SQ FT

QTY: 1

SCALE: 1/2"=1'-0"

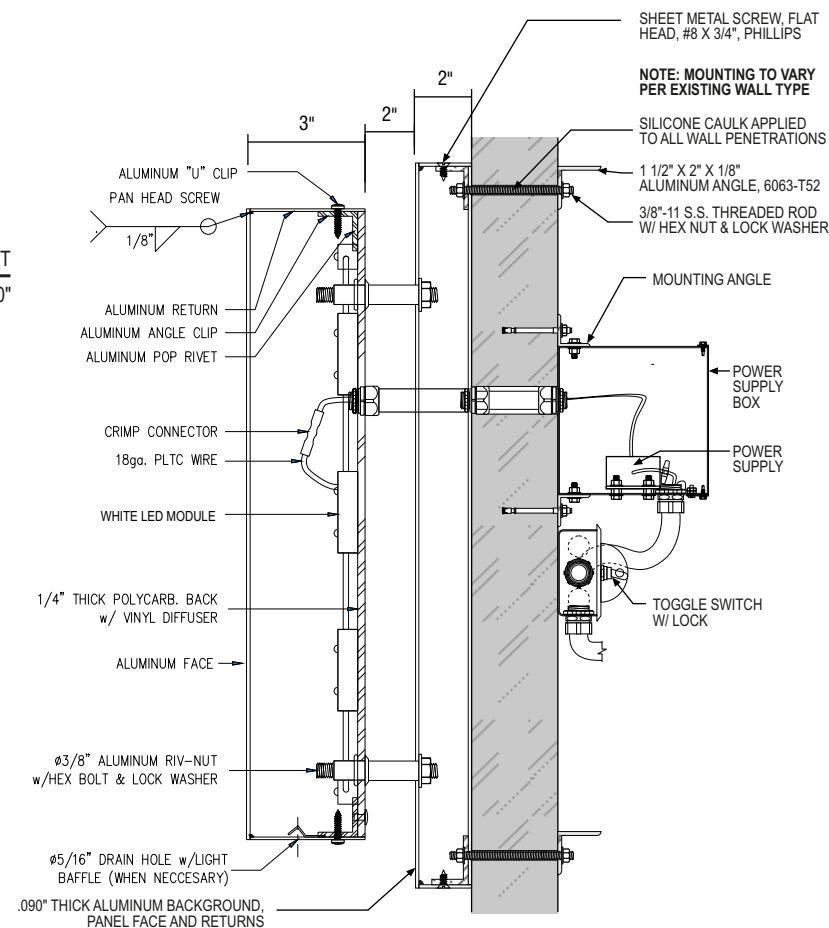
STANDARD SPECS - SEE COLOR SPECIFICATION LIBRARY

GENERAL REQUIREMENTS

1. ALL LETTER SETS REQUIRE A U.L. LABEL
2. LETTERS ARE DESIGNED TO MEET THE 2012 INTERNATIONAL BUILDING CODE ASCE 7-10 SECTION 16, 115 MPH WIND LOAD. RISK CATEGORY II, EXPOSURE C.
3. LETTERS TO BE INSTALLED ACCORDING TO NEC AND/OR APPLICABLE LOCAL CODES
4. THE DISCONNECT MUST BE PLACED IN DIRECT VIEW OF SIGN
5. USE WHITE SILICONE TO CONCEAL LIGHT LEAKS

ELECTRICAL			
AMPS:	1.2	AMPS	
V.A.:	120	VOLTS	WATTS: 144
CIRCUITS:	1-20 amp CIRCUIT		

WALL TYPE	CMU, BRICK	PRE-CAST CONCRETE, CONCRETE	WOOD, CONCRETE BLOCK, EIFS WALL SYSTEMS	EIFS WALL W/ FOAM INSULATION
SECTION				
ANCHOR TYPE	ø1/2" SLEEVE ANCHOR (ø3/8" BOLT), 2" MIN. EMBEDMENT	ø3/8" EXPANSION ANCHOR, 2 1/2" MIN. EMBEDMENT	ø3/8" THREADED ROD	ø3/8" THREADED ROD W/ ALUMINUM OR PVC COMPRESSION SLEEVE



TYPICAL SECTION DETAIL

SCALE: NOT TO SCALE

Drawing prepared by:

RECOMMENDATION

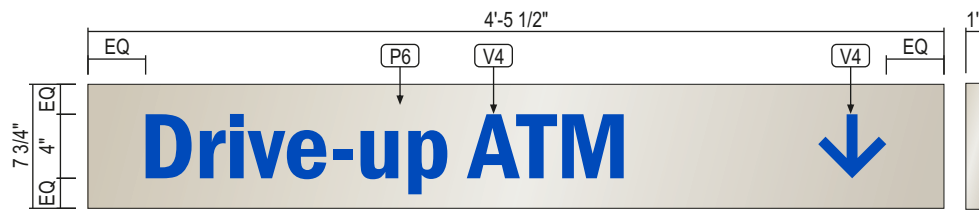
Drawing prepared for:

Location: 54 W Wilson Bridge Rd
 Worthington, OH 43085-2226
 File Path: Active\BANKS\B\Bank Of America\2018\Locations\4305_15000_Worthington_OH_R8.cdr

Proj #: 4305
 Loc #: 15000

Bank of America

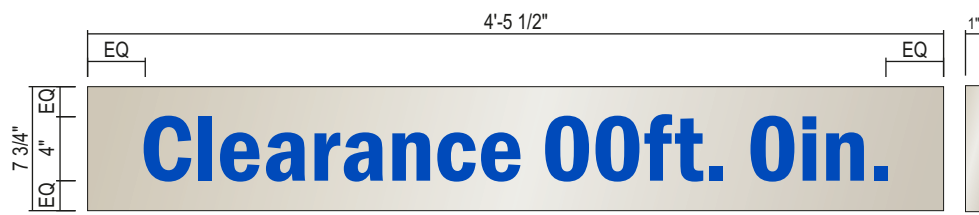
Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:	Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.				
Original	301934	07/30/18	BV	AM		Rev #:	Req#:	Date:	Req. By:	Drawn By:
Rev 1	302951	08/27/18	BV	AM	Revise Signs 1 with New and Sign 5 with updated vinyl	Rev 7	305950	11/15/18	BV	Lv
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Rev 5	304845	10/10/18	BV	Lv	Various Changes - See Request					
Rev 6	305766	11/09/18	BV	AM	Revise Sign 1 to 20sf; Revise Sign 2 to G1.1					



3 S3 - DRIVE UP ATM - CANOPY SIGN

QTY: 1

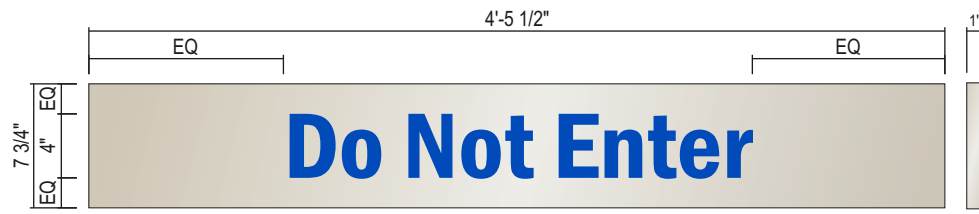
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6 S2 - CLEARANCE - CANOPY SIGN

QTY: 1

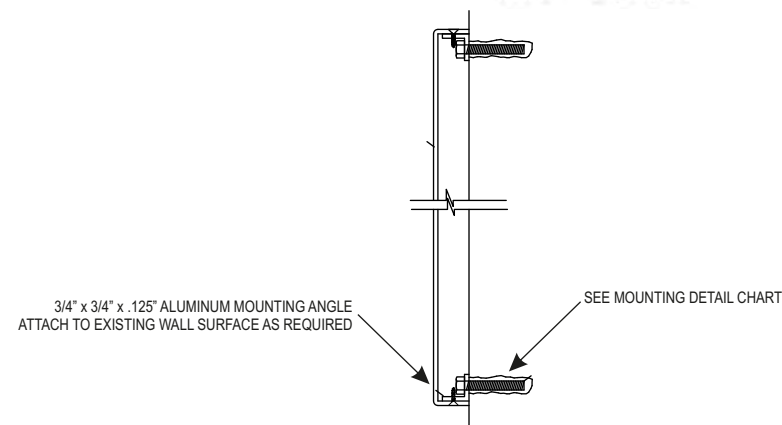
SCALE: 1"=1'-0"



5 S11 - DO NOT ENTER - CANOPY SIGN

QTY: 1

SCALE: 1"=1'-0"



VERTICAL SECTION

SCALE: 3"=1'-0"



PROPOSED

Drawing prepared by:

RECOMMENDATION

Location: 54 W Wilson Bridge Rd
Worthington, OH 43085-2226
File Path: Active\BANKS\B\Bank Of America\2018\Locations\4305_15000_Worthington_OH_R8.cdr

Proj #: 4305
Loc #: 15000

Drawing prepared for:



Rev #:	Req#:	Date:	Req. By:	Drawn By:	Revision Description:	Drawings are the exclusive property of ICON. Any unauthorized use or duplication is not permitted.					
Original	301934	07/30/18	BW	AM		Rev #:	Req#:	Date:	Req. By:	Drawn By:	
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Rev 5	304845	10/10/18	BW	Lv	Various Changes - See Request						
Rev 6	305766	11/09/18	BW	AM	Revise Sign 1 to 20sf; Revise Sign 2 to G1.1						

CITY OF WORTHINGTON

AR 96-18

DRAWING NO. CU 16-18

ADP 08-18

DATE 11/30/18





City of Worthington
ARCHITECTURAL REVIEW BOARD
Certificate of Appropriateness
Application

Case # AR 06-19
Date Received 01-11-19
Fee \$7.00 pd
Meeting Date 01-24-19
Filing Deadline 01-11-19
Receipt # 060455

1. Property Location 54 WEST WILSON BRIDGE RD., WORTHINGTON, OH 43085
2. Present/Proposed Use RETAIL BANKING ATM
3. Zoning District C-2
4. Applicant BANK OF AMERICA, N.A. (PAUL J. WOLENSKI)
Address 13850 BALLANTYNE CORP. PL., CHARLOTTE, NC 28277
Phone Number(s) (330) 419-1446
5. Property Owner WORTHINGTON SQUARE VENTURE, LLC
Address 7227 N. HIGH ST., STE 88, WORTHINGTON, OH 43085
Phone Number(s) (614) 312-9535
6. Project Description EXTERIOR LIGHTING TO IMPROVE
SECURITY FOR ATM CUSTOMERS
7. Project Details:
 - a) Design _____
 - b) Color _____
 - c) Size _____
- d) Approximate Cost \$ 60K Expected Completion Date 3/15/2019

PLEASE READ THE FOLLOWING STATEMENT AND SIGN YOUR NAME:

The information contained in this application and in all attachments is true and correct to the best of my knowledge. I further acknowledge that I have familiarized myself with all applicable sections of the Worthington Codified Ordinances and will comply with all applicable regulations.

Paul J. Wolenski
Applicant (Signature)

1/10/2019
Date

APPROVED
ARCHITECTURAL REVIEW BOARD
CITY OF WORTHINGTON

DATE 1/24/19
[Signature]

CLERK

Property Owner (Signature)

Date

- No exposed base for lights
- Color to match existing pole
- bollards to match pole

ABUTTING PROPERTY OWNERS
FOR
54 W. WILSON BRIDGE RD

Worthington Duchess, LLC	7141 N. High St.	Worthington, OH 43085
Corporate Hill LLC	Triangle Real Estate Investme	470 Old Worthington Rd., S
Edwin D. Popper Tr.		Westerville, OH 43082
Ohio Automobile Club	539 Old Farm Rd.	Columbus, OH 43213
McDonald's USA, LLC	90 E. Wilson Bridge Rd.	Worthington, OH 43085
McDonald's	2 Easton Oval, Suite 200	Columbus, OH 43219
Tsai & Chan LLC	80 E. Wilson Bridge Rd.	Worthington, OH 43085
Buca Di Beppo	15 W. 6th St., Suite 2400	Tulsa, OK 74119
Worthington Duchess LLC	60 E. Wilson Bridge Rd.	Worthington, OH 43085
Worthington Duchess LLC	7141 N. High St.	Worthington, OH 43085
He Hari Inc.	447 James Parkway	Heath, OH 43056
Tenant	7007 N. High St.	Worthington, OH 43085
Andrew and Shellie Smith	130 Greenglade Ave.	Worthington, OH 43085
Tenant	1500 Glenn Ave.	Columbus, OH 43219
Insight Bank	140 Greenglade Ave.	Worthington, OH 43085
City National Bank	150 W. Wilson Bridge Rd.	Worthington, OH 43085
The Kroger Co.	50 W. Wilson Bridge Rd.	Worthington, OH 43085
Kroger	4111 Executive Parkway	Westerville, OH 43081
	60 W. Wilson Bridge Rd.	Worthington, OH 43085



Amendment to Development Plan Application

Case # ADD-01-19
Date Received 01-11-19
Fee \$50.00 pd
Meeting Date 01-24-19
Filing Deadline 01-11-19
#106454

1. Property Location 54 WEST WILSON BRIDGE RD., WORTHINGTON 43085
2. Present Use & Proposed Use RETAIL BANKING ATM
3. Present & Proposed Zoning C-2
4. Applicant BANK OF AMERICA, N.A. (PAUL J. WOLENSKI)
Address 13850 BALLANTYNE CORP. PL., CHARLOTTE, NC 28277
Phone (330) 419-1446
5. Property Owner WORTHINGTON SQUARE VENTURE, LLC
Address 7227 N. HIGH ST., STE 88, WORTHINGTON, OH 43085
Phone (614) 312-9535
6. Project Description EXTERIOR LIGHTING TO IMPROVE
SECURITY FOR ATM CUSTOMERS
7. Variances Requested LIGHT LEVEL SPILL ONTO ADJOINING
PROPERTIES

PLEASE READ THE FOLLOWING STATEMENT AND SIGN YOUR NAME:

The information contained in this application and in all attachments is true and correct to the best of my knowledge. I further acknowledge that I have familiarized myself with all applicable sections of the Worthington Codified Ordinances and will comply with all applicable regulations.

Paul J. Wolenski
Applicant (Signature)

1/10/2019
Date

APPROVED MPC
ARCHITECTURAL REVIEW BOARD
CITY OF WORTHINGTON
DATE 1/24/19
Dee Brown
CLERK

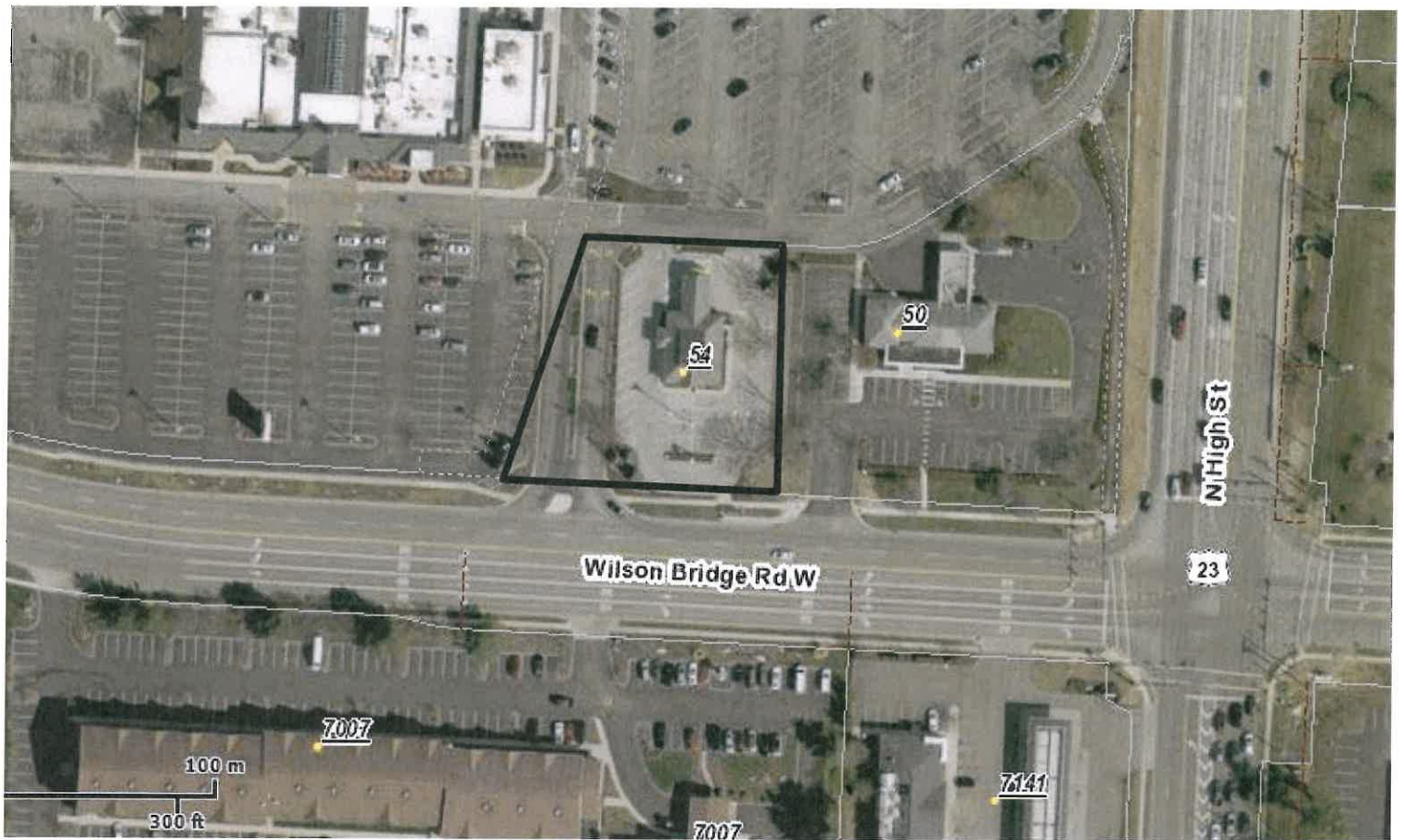
Property Owner (Signature)

Date

MPC Approval Date:

City Council Approval Date:

54 W. Wilson Bridge Rd.



In an effort to provide security for ATM customers, exterior lighting improvements as detailed in the accompanying plans are being proposed at the referenced property. The goal of these lighting improvements are to meet the Bank of America Lighting Standards as summarized on the plans. Minimum variances are being requested due to (1) light levels that are slightly higher than the required 0 FC at the property lines in a few areas; and (2) maximum FC will slightly exceed the 15 FC maximum level (15.8 FC) under the canopy areas where ATMs will be located. In summary, the scope of the lighting enhancements are as follows:

1. Five (5) new light poles and fixtures proposed at 15'
2. The existing on-site 25' light pole is being proposed for removal
3. Six (6) canopy mounted light fixtures have been proposed



Bank of America

REMOTE ATM PROGRAM

PARCEL ID: 100-006702-00
54 WEST WILSON BRIDGE ROAD
CITY OF WORTHINGTON
FRANKLIN COUNTY, OHIO

CITY OF WORTHINGTON
DRAWING NO. AR 06-19
ADP 01-19
DATE 06/01/18



SOURCE: GOOGLE EARTH PRO

AERIAL VIEW
1" = 100' ±



Royal Oak, MI • Princeton, NJ • Long Island City, NY • Rutherford, NJ • Tampa Bay, FL
www.stonefieldeng.com

28454 Woodward Avenue, Royal Oak, MI 48067
Phone 248.247.1115

APPROVED
WORTHINGTON MUNICIPAL
PLANNING COMMISSION
DATE 11/24/18
[Signature]
CLERK OF COMMISSION

APPROVED
ARCHITECTURAL REVIEW BOARD
CITY OF WORTHINGTON
DATE 11/24/18
[Signature]
CLERK

- No exposed base for lights
- Curb to match existing place
- Bollards to match [unclear]

PLAN REFERENCE MATERIAL

- THIS PLAN SET REFERENCES THE FOLLOWING DOCUMENTS INCLUDING, BUT NOT LIMITED TO:
 - BANK OF AMERICA REMOTE ATM EXTERIOR LIGHTING STANDARDS
 - AERIAL MAP OBTAINED FROM GOOGLE EARTH PRO
 - ARCHITECTURAL PLANS PREPARED BY NELSON, TITLED: HIGH ST & WILSON BRIDGE AND DATED: 8/28/2018
- THE SURVEY SHALL BE CONSIDERED A PART OF THIS PLAN SET AND ALL INFORMATION CONTAINED WITHIN THE SURVEY SHALL BE UTILIZED IN CONJUNCTION WITH THIS PLAN SET. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN A COPY OF THE SURVEY AND REVIEW IT THOROUGHLY PRIOR TO THE START OF CONSTRUCTION.
- AN ALTA SURVEY WAS NOT PROVIDED AND THE PROPERTY LINE SHOWN IS AN APPROXIMATE LOCATION.

SHEET INDEX	
DRAWING TITLE	SHEET #
COVER SHEET	C-1
EXISTING CONDITIONS & SECURITY LIGHTING PLAN	C-2
SECURITY LIGHTING PLAN	C-3
NOTES & DETAILS	C-4

Bank of America

High St & Wilson Bridge RATM Lighting Design

Parcel ID: 100-006702-00
54 West Wilson Bridge Road
City of Worthington
Franklin County, OH

ARCHITECT:
NELSON
Nelson Architecture Corp.
135 S. LaSalle
Suite 1250
Chicago, IL 60603
Telephone 312.992.3221
Facsimile 312.263.1228

CIVIL ENGINEER:
STONEFIELD
engineering & design
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Phone 248.247.1115

Issue	Date & Issue Description	By	Check
01	08/30/2018 FOR CLIENT REVIEW	VPM	ERW
02	11/27/2018 FOR CLIENT REVIEW	ADG	ERW
03	12/17/2018 FOR CLIENT REVIEW	ADG	ERW
04	01/10/2019 FOR CLIENT REVIEW	STJ	ERW

STJ	ERW
DRAWN BY	CHECKED BY



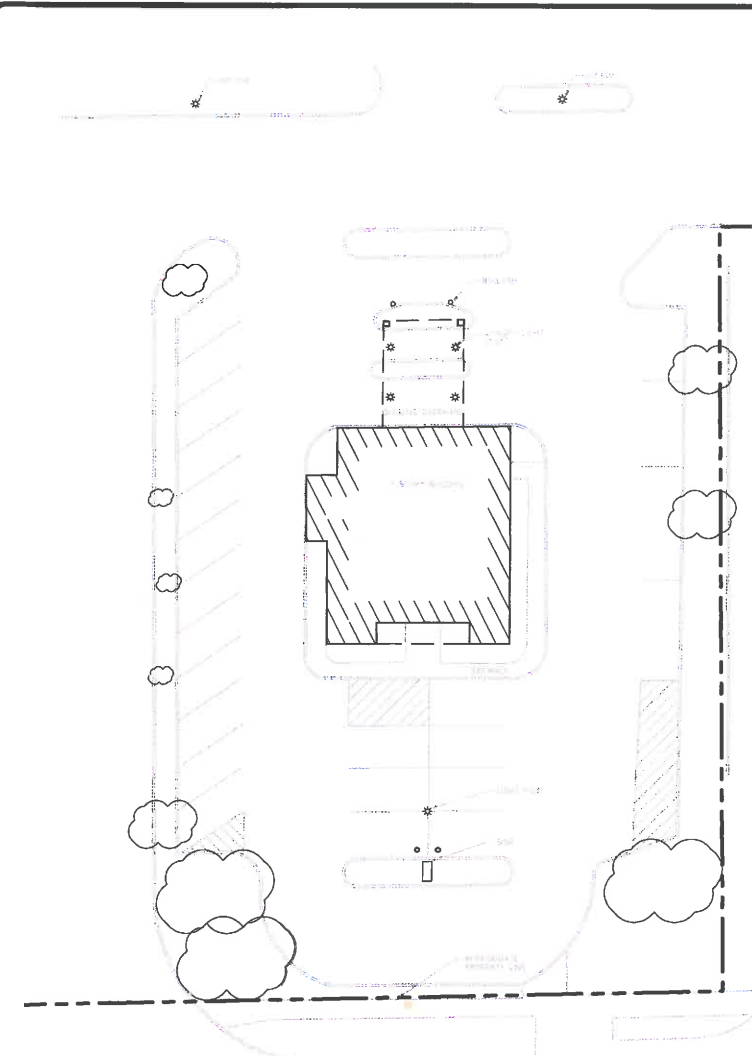
SCALE: (H) 1" = 100' ±

PROJECT ID: M-18241

TITLE:

COVER SHEET

SHEET:
C-1



WEST WILSON BRIDGE ROAD

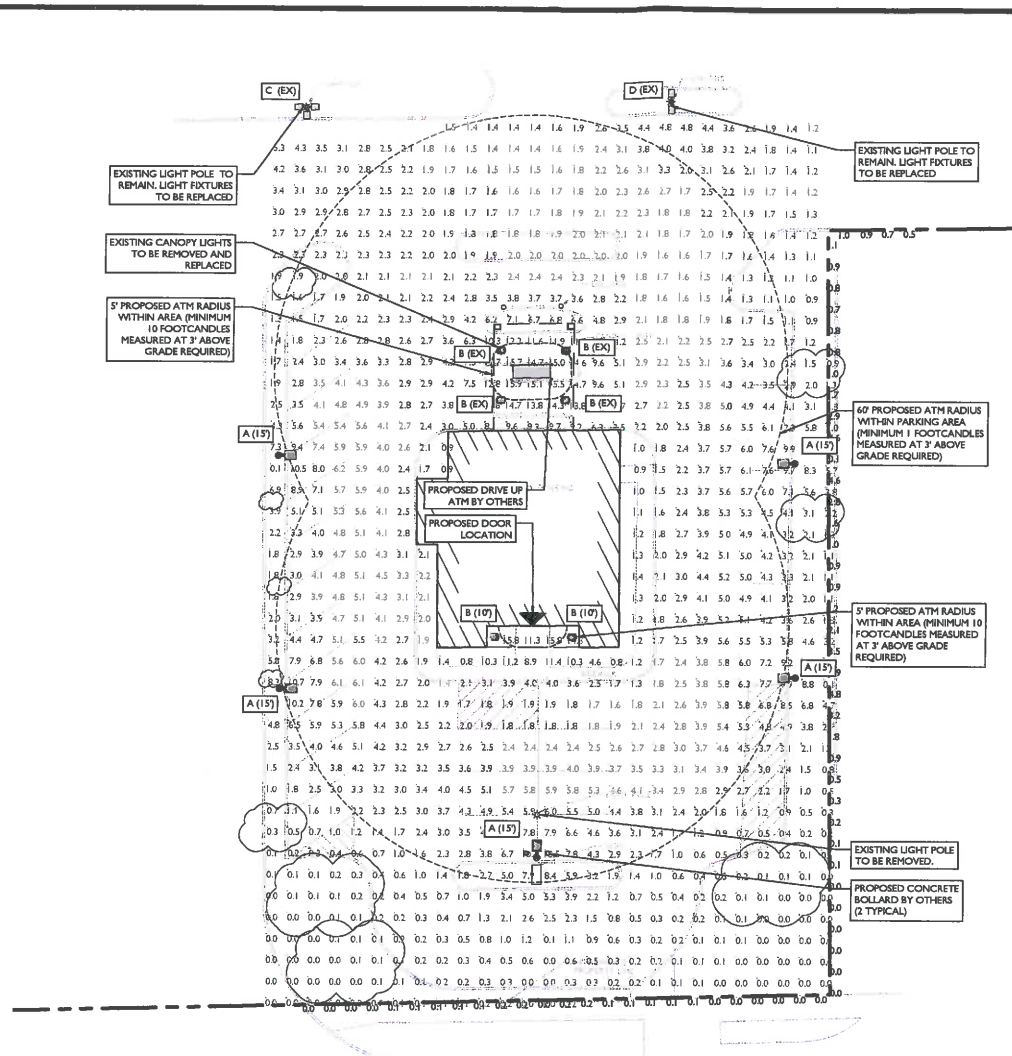
- NOTES:
- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
 - THE PROPERTY AND FEATURES SHOWN WITHIN THE EXISTING CONDITIONS PLAN MAY DIFFER FROM ACTUAL FIELD CONDITIONS AND SHALL NOT BE USED AS AN OFFICIAL SURVEY OF THE PARCEL. IF FIELD CONDITIONS DIFFER FROM PLANS, CONTRACTOR IS TO CONTACT STONEFIELD ENGINEERING & DESIGN.
 - THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE SEARCH OR BOUNDARY SURVEY. THEREFORE THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, RIGHT-OF-WAY, COVENANTS, ETC. AS MAY BE DISCLOSED IN A CURRENT, COMPREHENSIVE TITLE SEARCH.

APPROVED
ARCHITECTURAL REVIEW BOARD
CITY OF WORTHINGTON
DATE 1/24/19
[Signature]
CLERK

EXISTING CONDITIONS

- LEGEND
- PAINTED HANDICAP PARKING SPACE
 - LIGHT POLE OR CANOPY LIGHT
 - CONCRETE CURB
 - BUILDING
 - BUILDING OVERHANG
 - APPROXIMATE PROPERTY LINE

- No exposed base for lights
- Can to match existing ones
- Bollards to match [unclear]



WEST WILSON BRIDGE ROAD

LIGHTING MEASURED AT 36" ABOVE GRADE

PROPOSED LUMINAIRE SCHEDULE						
SYMBOL	LABEL	QUANTITY	SECURITY LIGHTING	DISTRIBUTION	LLF	MANUFACTURER
	A	5	MIRADA MEDIUM SERIES LED AREA LIGHT 12 L	FT	0.90	LSI LIGHTING
	B	6	CREE CPY SERIES - C INPUT POWER - 40K	V	0.90	CREE
	C	1	MIRADA MEDIUM SERIES LED AREA LIGHT 12 L	FT	0.90	LSI LIGHTING
	D	1	MIRADA MEDIUM SERIES LED AREA LIGHT 12 L	FT	0.90	LSI LIGHTING

EXISTING AND MODIFIED LUMINAIRE SCHEDULE				
SYMBOL	LABEL	QUANTITY	MOUNTING HEIGHT	FIXTURE DESCRIPTION
	D	1	MATCH EXISTING	EXISTING AREA LIGHT
	E	1	MATCH EXISTING	EXISTING AREA LIGHT

SECURITY LIGHTING PLAN

- LIGHTING LEGEND
- A (XX) PROPOSED LIGHT FIXTURE LABEL (PROPOSED MOUNTING HEIGHT)
 - A (EX) EXISTING LIGHT FIXTURE LABEL (MOUNTED AT EXISTING HEIGHT)

- NOTES:
- CONTRACTOR SHALL CONFIRM THE PROPOSED LOCATION OF FIXTURES MOUNTED TO WALL AND CANOPY WILL NOT CONFLICT WITH THE EXISTING CANOPY STRUCTURAL BEAMS. CONTRACTOR TO CONTACT STONEFIELD ENGINEERING & DESIGN, LLC IF THE PROPOSED LOCATION OF THESE FIXTURES IS NOT FEASIBLE.
 - ALL EXISTING TREE LIMBS WITHIN 60 FOOT ATM RADIUS SHOWN ON PLAN SHALL BE TRIMMED TO A MINIMUM OF 6 FEET ABOVE GRADE. ALL SHRUBS TO BE TRIMMED TO 36" HIGH WITHIN 60 FOOT ATM RADIUS. ALL BRUSH SHALL BE REMOVED. FUTURE GROWTH AND FULL BLOOM SHALL BE CONSIDERED. EXISTING TREE LIMBS SHALL BE TRIMMED TO PREVENT LIGHT INTERFERENCE AS NECESSARY. NO WORK SHALL BE COMPLETED ON ADJACENT PROPERTY OR WITHIN RIGHT-OF-WAY.
 - PRIOR TO BID, CONTRACTOR SHALL MAKE NOTE OF EXISTING EXTERIOR LIGHTING AT NIGHT AND NOTIFY OWNER OF DAMAGED OR INOPERABLE LIGHTS ON PLANS TO DETERMINE WHETHER REPAIRS SHALL BE MADE. CONTRACTOR SHALL REPAIR ALL INOPERABLE LIGHTS UNLESS NOTED FOR REPLACEMENT ON THESE PLANS.
 - THIS LIGHTING DESIGN IS BASED ON THE BANK'S CURRENT POLICY FOR EXTERIOR ATMS.
 - ALL LIGHTS TO HAVE PHOTOCELL OPTION ENABLED.
 - THE CONTRACTOR IS RESPONSIBLE TO PREPARE A WIRING PLAN AND PROVIDE ELECTRIC SERVICE TO ALL PROPOSED LIGHTING FIXTURES. THE CONTRACTOR IS REQUIRED TO PREPARE AN AS-BUILT PLAN OF WIRING AND PROVIDE COPIES TO THE OWNER AND STONEFIELD ENGINEERING & DESIGN, LLC.
 - CONTRACTOR TO ENSURE THAT ALL LIGHTS CONTRIBUTING TO THE ATM SECURITY LIGHTING ARE WIRED TO THE REMOTE ATM TENANT SPACE OR THAT THE LIGHTS WILL REMAIN ON FROM DUSK UNTIL DAWN VIA PHOTOCELL.
 - IF PROPOSED MOUNTING HEIGHT OR LOCATION OF LIGHT FIXTURE 'C' IS NOT FEASIBLE CONTRACTOR IS TO DETERMINE A FEASIBLE HEIGHT AND CONTACT STONEFIELD ENGINEERING & DESIGN, LLC.
 - ANY AREAS OF DISTURBANCE SHALL BE REPLACED IN KIND.
 - IF LIGHT FIXTURES 'D' & 'E' ARE UNABLE TO BE MOUNTED AT A MINIMUM OF 25 FT ABOVE GRADE, CONTRACTOR TO CONTACT STONEFIELD ENGINEERING & DESIGN, LLC.
 - CONTRACTOR TO HAVE PROPERTY LINE STAKED PRIOR TO CONSTRUCTION. CONTRACTOR TO CONFIRM PROPOSED LIGHTS ARE ON SUBJECT PROPERTY.

BANK OF AMERICA MINIMUM LIGHTING STANDARDS	
REQUIRED	PROPOSED
MINIMUM 1 FOOTCANDLE IN DEFINED PARKING AREA WITHIN 60 FT OF THE VESTIBULE DOOR MEASURED 36" ABOVE GRADE	1.1 FOOTCANDLES
MINIMUM 10 FOOTCANDLE WITHIN 5 FT OF THE ATM FACE MEASURED 36" ABOVE GRADE (WALK UP ATM)	14.9 FOOTCANDLES
MINIMUM 10 FOOTCANDLE WITHIN 5 FT OF THE ATM FACE MEASURED 36" ABOVE GRADE (DRIVE UP ATM)	15.4 FOOTCANDLES

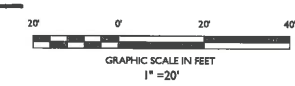
WORTHINGTON OHIO REQUIREMENTS	
REQUIRED	PROPOSED
THE AVERAGE ILLUMINATION LEVEL SHALL NOT EXCEED 3 FOOTCANDLES. THE LIGHT LEVEL ALONG A PROPERTY LINE SHALL NOT EXCEED 0 FOOTCANDLES.	36 FC AVERAGE 2.0 FC AT LOT LINE (EN)
POLE MOUNTED FIXTURES SHALL NOT EXCEED 15 FT	15 FT
BUILDING MOUNTED FIXTURES SHALL NOT EXCEED 12 FT	N/A
SECURITY LIGHTING SHALL BE FULL CUT-OFF TYPE FIXTURES, SHIELDED, AND AIMED SO THAT ILLUMINATION IS DIRECTED TOWARD DESIGNATED AREA.	PROVIDED

(EN) EXISTING NON-CONFORMITY

ALL EXISTING LIGHTS TO REMAIN UNLESS NOTED OTHERWISE

CITY OF WORTHINGTON
DRAWING NO. AR 06-19
ADP 01-19

APPROVED
WORTHINGTON MUNICIPAL PLANNING COMMISSION
DATE 1/24/19
[Signature]
CLERK OF COMMISSION



Bank of America

High St & Wilson Bridge RATM

Lighting Design

Parcel ID: 100-006702-00
54 West Wilson Bridge Road
City of Worthington
Franklin County, OH

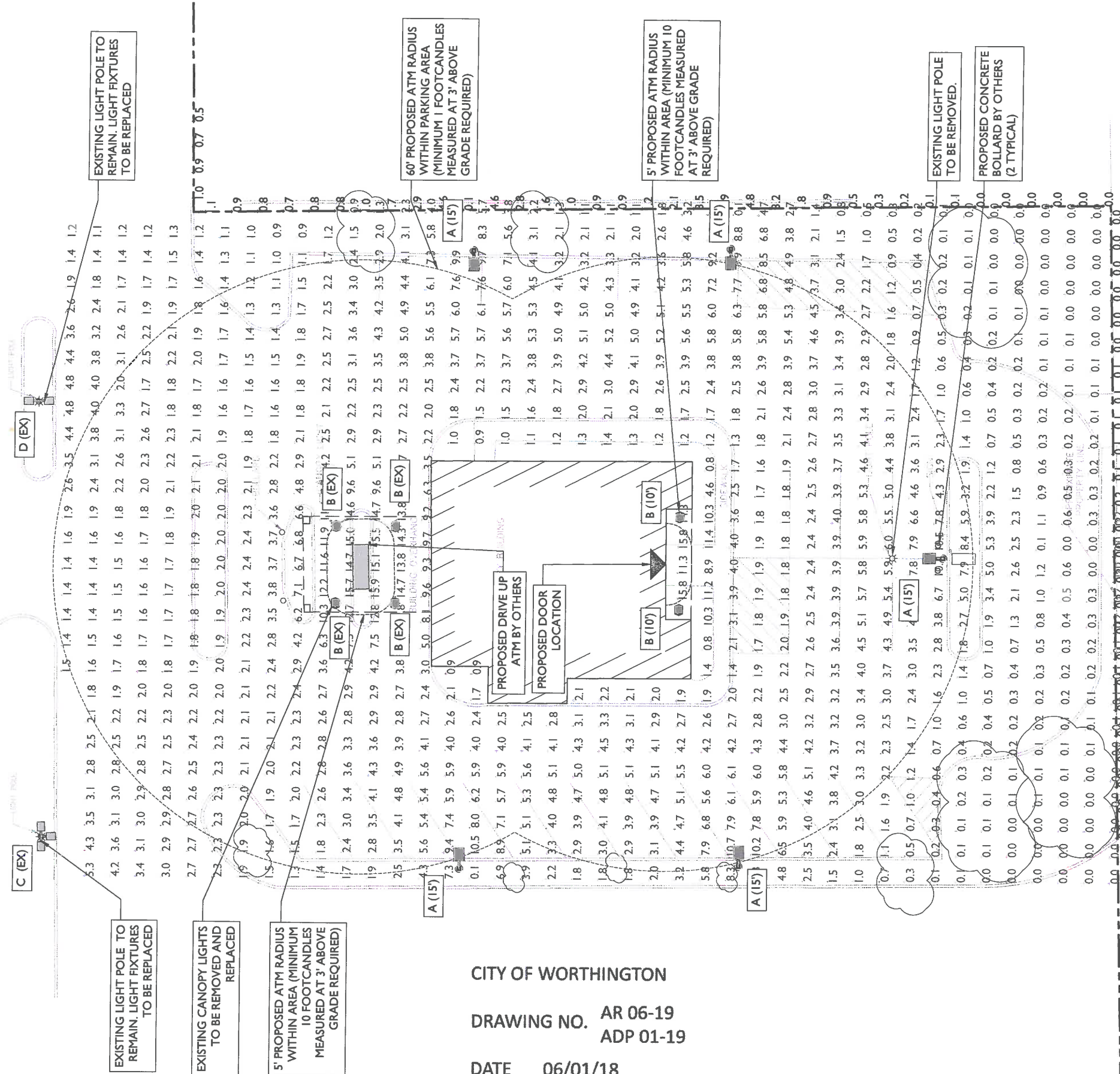
ARCHITECT:
NELSON
Nelson Architecture Corp.
a licensed architect
135 S. LaSalle
Suite 1250
Chicago, IL 60603
Telephone 312.992.3221
Facsimile 312.263.1228

CIVIL ENGINEER:
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04	01/10/2019 FOR CLIENT REVIEW	STJ	ERW

OHIO LICENSE No. 80381 LICENSED PROFESSIONAL ENGINEER	
STJ DRAWN BY	ERW CHECKED BY
STONEFIELD engineering & design, llc	
SCALE:	(1/4) 1" = 20'
PROJECT ID:	M-18241
TITLE: EXISTING CONDITIONS & SECURITY LIGHTING PLAN	
SHEET:	C-2

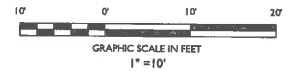
11/18/2018 11:51 AM: C:\Users\j\OneDrive\Documents\High St & Wilson Bridge Road\Lighting Design



APPROVED
ARCHITECTURAL REVIEW BOARD
CITY OF WORTHINGTON
DATE 1/24/19
CLERK

APPROVED
WORTHINGTON MUNICIPAL
PLANNING COMMISSION
DATE 1/24/19
CLERK OF COMMISSION

- No exposed base for lights
- Can't match existing plan
- Bollards to match plan



Bank of America

High St & Wilson Bridge RATM

Lighting Design

Parcel ID: 100-006702-00
54 West Wilson Bridge Road
City of Worthington
Franklin County, OH

ARCHITECT:
NELSON
Hicks Architecture Corp.
135 S. LaSalle
Suite 1250
Chicago, IL 60603
Telephone 312.992.3221
Facsimile 312.263.1228

CIVIL ENGINEER:
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04	01/10/2019 FOR CLIENT REVIEW	STJ	ERW

OHIO LICENSE No. 80383
LICENSED PROFESSIONAL ENGINEER

STJ	ERW
DRAWN BY	CHECKED BY

STONEFIELD
engineering & design, Inc.

SCALE: (H) 1" = 10'

PROJECT ID: M-18241

TITLE:
SECURITY LIGHTING PLAN

SHEET:
C-3



PORTION OF THE MINUTES OF THE REGULAR MEETING
WORTHINGTON ARCHITECTURAL REVIEW BOARD
WORTHINGTON MUNICIPAL PLANNING COMMISSION
December 13, 2018

The regular meeting of the Worthington Architectural Review Board and the Worthington Municipal Planning Commission was called to order at 7:00 p.m. with the following members present: Mikel Coulter, Chair; Thomas Reis, Vice-Chair; Kathy Holcombe, Secretary; David Foust; and Amy Lloyd. Also present were: Scott Myers, Worthington City Council Representative to the Municipal Planning Commission; Lee Brown, Director of Planning & Building; and Lynda Bitar, Planning Coordinator and Clerk of the Municipal Planning Commission. Commission member Edwin Hoffmann; and Board member Richard Schuster were absent.

A. Call to Order – 7:00 p.m.

1. Roll Call
2. Pledge of Allegiance
3. Approval of the Minutes of the November 8, 2018 meeting

Mr. Foust moved to approve the minutes and Mrs. Lloyd seconded the motion. All members voted “Aye” and the minutes were approved.

4. Affirmation/swearing in of witnesses

B. Architecture Review Board – Unfinished

1. ATMs, Façade changes, Signage & Lighting – **54 W. Wilson Bridge Rd.** (Bank of America, N.A.) **AR 96-18**

C. Municipal Planning Commission – Unfinished

1. Conditional Use Permit
 - a. Drive-in Bank in C-2 – **54 W. Wilson Bridge Rd.** (Bank of America, N.A.) **CU 16-18**
- &
2. Amendment to Development Plan

a. ATM Only Building – 54 W. Wilson Bridge Rd. (Bank of America, N.A.) ADP 08-18

Mrs. Bitar reviewed the following from the staff memo:

Findings of Fact & Conclusions

Background & Request:

This outbuilding on the Shops at Worthington Place property has always functioned as a financial institution, most recently Telhio Credit Union. This request by Bank of America is the first time the space is proposed to be used without employees, with the only bank functions being accomplished with Automated Teller Machines (ATMs).

After discussion at the October 25th ARB meeting, the applicant has submitted some modifications, which are addressed in bold in this memorandum.

Project Details:

1. Two ATMs are proposed for the site, one for walk-up traffic and one for drive-thru traffic.
 - The walk-up ATM is proposed in place of the front door facing W. Wilson Bridge Rd. The proposal involves removing the existing vestibule, and installing an ATM machine with a red surround and Bank of America sign at the top. The plan has been revised to include a full height window that would act as an egress door to the right of the proposed ATM in the center, and a shorter window to the left. The aluminum infill around the ATM is now proposed to be white. The ATM would continue to have a red perimeter frame with red LED halo lighting, and an illuminated topper with blue “Bank of America” lettering and a blue and red logo.
 - The second ATM is proposed beneath the drive-thru canopy at the rear of the building. This machine is also proposed with a sign at the top, with the illuminated topper being framed in red. Also, logos are proposed on the sides of the topper. Roughly 4 ½’ wide by 7 ¾” high directional signs are proposed on the edge of the canopy. Bollards are proposed to protect the machine, and would be gray with narrow red stripes.
2. A wall sign is proposed to be mounted in place of the existing sign box (24 sf in area). Now proposed is a 90” wide x 37 ¼” high (~24 sf in area) aluminum box painted to match the brick, with white letters mounted on the face to identify “Bank of America”, a logo, and “ATM”. The lettering and logo are proposed to be halo lit.
3. A new sign box is proposed to top the existing pole in front of the building. The existing sign box on the pole is 14 sf in area per side. Previously proposed was a new box centered on the pole, and being 6’ 8 ¾” x 3’ 10 ¾” (26 sf in area per side), and tan in color. Now, the proposed 80 ½” wide x 40 7/8” high (~23 sf in area) tan box would extend out toward the street from the pole, having concave sign faces that are 71 ¾” wide x 34 7/8” high. The faces are proposed with an opaque white background, and blue lettering and a blue and red logo. The pole is proposed to be wrapped in 1’8” wide tan material.
4. Building trim is proposed to be repaired to match the existing. Retention of the windows is planned, although a film is proposed on the interior to obscure the view. A photograph of a storefront with similar treatment is included in the packet.

5. New lighting is proposed for the site and building.
 - In an effort to comply with the Code requirements, eight 15' high bronze poles with fixtures were previously proposed around the site. The plan resulted in higher than allowable and desired light levels, and poles in the parking area. Now, the plan calls for changing the fixtures on the existing 25' tall pole in front of the building and on 2 poles behind the building, and adding 25' high poles on both sides of the building. The pole on the east side would be in the parking lot and is proposed to be protected with bollards. It is not clear what the fixture style and base height are for the new poles, or how the existing pole fixtures are being revised. An average of 2.8 footcandles at 3' above grade is indicated for the light level in the parking areas. The color temperature is proposed as 4000K.
 - New canopy light fixtures are proposed, also being 4000K LED, and producing up to 14 footcandles of light.
 - It appears new lights are proposed above the walk-up ATM, but the drawings do not specify what fixtures would be used.
6. Variances would be required as part of the Amendment to Development plan as follows:
 - More than 1 wall mounted sign per business – In addition to the proposed wall sign on the west side, signs are proposed on the top of the walk-up ATM; and on the front and sides of the drive-up ATM topper, for a total of 5 wall-mounted signs.
 - Light poles are required to be no higher than 15' as part of the Wilson Bridge Corridor Development Standards. The proposed poles are 25'.
 - Light levels are not to exceed 3 footcandles and the level at the property lines cannot exceed 0 footcandles. The proposed plan shows 14 footcandles under the canopy, and an average of 1.2 footcandles at the property lines.

Land Use Plans:

Architectural District and Development Plan Ordinances

The Board should review the exterior detail and relationship of the changes to existing sites and building. Primary building entrances should be on the street-facing principal facade.

The Worthington Design Guidelines and Architectural District Ordinance recommend signs be efficient and compatible with the age and architecture of the building. While the regulations permit a certain maximum square footage of signs for a business, try to minimize the size and number of signs. Place only basic names and graphics on signs along the street so that drive-by traffic is not bombarded with too much information. Signs must be distinctive enough to be readily visible, but avoid incompatible modern colors such as “fluorescent orange” and similar colors. Bright color shades generally are discouraged in favor more subtle and toned-down shades.

Chapter 1181 - Wilson Bridge Corridor Districts

1181.05 Development Standards.

(b) Buildings. Building design should enhance the character of the WBC. A diversity of architectural styles is encouraged to provide visual interest and add to the overall appeal of the corridor.

(1) Design.

- A. A principal building shall be oriented parallel to Wilson Bridge Road, or as parallel as the site permits, and should have an operational entry facing the street.
- (d) Lighting. All exterior lighting shall be integrated with the building design and site and shall contribute to the night-time experience, including façade lighting, sign and display window illumination, landscape, parking lot, and streetscape lighting.
- (1) The average illumination level shall not exceed 3 footcandles. The light level along a property line shall not exceed 0 footcandles.
 - (2) The height of parking lot lighting shall not exceed 15' above grade and shall direct light downward. Parking lot lighting shall be accomplished from poles within the lot, and not building-mounted lights.
 - (3) For pedestrian walkways, decorative low light level fixtures shall be used and the height of the fixture shall not exceed 12' above grade.
 - (4) Security lighting shall be full cut-off type fixtures, shielded and aimed so that illumination is directed to the designated areas with the lowest possible illumination level to effectively allow surveillance.
- (e) Signs.
- (1) General.
 - A. All new signs, including sign face replacement, shall be subject to the provisions herein.
 - B. The provisions in Chapter 1170 shall apply to all signs in the WBC unless otherwise stated in this section.
 - C. Exterior lighting fixtures are the preferred source of illumination.
 - (2) Freestanding Signs
 - A. There shall be no more than one freestanding sign on parcels less than 2 acres in size, and no more than two freestanding signs on parcels 2 acres in size or greater.
 - B. Freestanding signs shall be monument style and no part of any freestanding sign shall exceed an above-grade height of 10'. Sign area shall not exceed 50 square feet per side, excluding the sign base. The sign base shall be integral to the overall sign design and complement the design of the building and landscape.
 - D. Light sources shall be screened from motorist view.
 - (3) Wall-mounted Signs
 - A. Each business occupying 25% or more of a building may have one wall sign and one projection sign. Wall-mounted signs shall not exceed 40 square feet in area, and projection signs shall not exceed 12 square feet in area per side.

Worthington Code Basic Standards and Review Elements The following general elements are to be considered when hearing applications for Conditional Use Permits:

1. Effect on traffic pattern
2. Effect on public facilities
3. Effect on sewerage and drainage facilities
4. Utilities required
5. Safety and health considerations
6. Noise, odors and other noxious elements, including hazardous substances and other environmental hazards
7. Hours of use
8. Shielding or screening considerations for neighbors
9. Appearance and compatibility with the general neighborhood

Worthington Conditional Use Permit Regulations

The following basic standards apply to conditional uses in any "C" or "I" District: the location, size, nature and intensity of the use, operations involved in or conducted in connection with it, its site layout and its relation to streets giving access to it, shall be such that both pedestrian and vehicular traffic to and from it will not be hazardous, both at the time and as the same may be expected to increase with increasing development of the Municipality. The provisions for parking, screening, setback, lighting, loading and service areas and sign location and area shall also be specified by the applicant and considered by the Commission.

Staff Analysis:

1. The proposed full height window on the right side of the ATM still does not have the feel of an “operational entry facing the street.” Red illumination around the ATM on the front of the building is not appropriate for the District.
2. The illuminated topper panel with signs on the front and sides for the drive-thru ATM should not be permitted.
3. Ideally, the west side wall sign would be just individually mounted letters, rather than with a backer box. The size is more acceptable than previously proposed.
4. The proposed freestanding sign is larger than the existing former sign, and is not preferred on a 12’ high pole. Also, design similar to the proposed wall sign with individual letters that are halo lit should be considered.
5. The improvements to the building are appropriate. The use of interior blinds rather than placing film on the windows may provide a more typical look for the District.
6. Although 25’ light poles were approved for the main parking lot for the Shops at Worthington Place, smaller areas should be of a different scale that is more fitting the location. Shorter light poles would be more appropriate in this location. If the applicant would keep the existing, it is not clear why the fixtures are proposed to change.
7. The effect based on Conditional Use Permit Standards and Review Elements should be minimal with an unmanned facility, however expected traffic numbers have not been reported.

Recommendations:

Staff recommends approval of the drive-thru ATM without the topper; the directional signs for the drive-thru; and the building repairs. The ATM on the front of the building still portrays a look that is not common or appropriate for the District. Redesign of the freestanding sign is desired. Variances are not warranted for the proposed lighting plan. Shorter poles would fit the look desired for the corridor. The Conditional Use permit should be approved. Variances needed as part of the Amendment to Development Plan may not be warranted.

Discussion:

Mr. Paul Wolenski, 55 E. Case Dr., Hudson, Ohio 44236, said he was representing Bank of America. Mr. Wolenski said he and his staff discussed the comments made at the October meeting and he wanted to clarify a few things. He asked Mrs. Bitar to refer to the elevation drawing of the walk-up. Mr. Wolenski said he wanted to point out the full-length window on the right was actually a door. They would like to propose an egress door and still want to remove the vestibule so people realize the building is not a full service bank. They do not want to have customers

entering through a door but they could still maintain a door on the right hand side and use that for egress purposes. Mr. Wolenski agreed the surrounding panels did not have to be lit up and the same with the topper for the ATM. Mr. Wolenski said they would prefer to keep the signage as is and would pursue any necessary variances. They would like to keep the walk-up surround as well as the topper on the drive-up, but both pieces do not need to be internally illuminated.

Mr. Wolenski said they down sized the wall sign to be compliant with the previous approval. The channel letters would have been difficult to adhere to the wall because that is where the bank's vault was formerly located. The bank preferred to go with a pan to mount the letters and conceal the lights to allow for halo illumination. In regards to the pylon sign, Mr. Wolenski said it was his understanding from their sign company that the sign is compliant per Code. The new sign is shorter and smaller than the sign that is there now. He said he provided the cut sheets which explained how the sign would be internally lit. The face will be opaque, likely aluminum with have routed letters. One other adjustment made was "ATM" was added to the sign.

Mr. Wolenski said most banks have requirements for ATM lighting. The current pole heights on the site are 25 ft., so they are requesting a variance to match the existing pole heights because meeting the bank's lighting requirement would be difficult with the shorter pole heights. He also felt the shorter poles would look odd since the rest of the site has 25 ft. light poles.

Mr. Wolenski brought window film samples to distribute to the Board members. Mrs. Bitar asked if there were any logos in the frosted application. Mr. Wolenski said there were in the second application, but they are proposing the first application which did not contain logos. Mrs. Bitar asked about the rear ATM and if that ATM would still have a topper and be illuminated. Mr. Wolenski said yes, normally the ATM would be illuminated, however, they can agree to no illumination there, but would like relief for the signage proposed. He said they would like the signage and the logos on the sides, but have agreed not to illuminate the surrounds and the toppers even though Chase Bank has the illumination. Mrs. Bitar explained the City is pursuing Chase bank's violation. Mr. Coulter suggested the Board members go down the check list, and reminded them whatever decisions were made at the ARB level, the variances would need to be approved by City Council.

Mr. Foust said the Board is charged with the responsibility of encouraging improvements that enhance the village like character of the community, which is about impossible with this building because of the proposed use. He said he agreed with the City's staff recommendations and wanted to start with the front entrance. Mr. Foust said he was uncertain what to do about the door and windows. He asked Mr. Wolenski if he still wanted to have a door to maintain the building. Mr. Wolenski said their original proposal did not include a front door, they had proposed to use the side door to service the ATM, which is sufficient for egress purposes. Mr. Foust said he was not excited about the look; Mr. Coulter and Mrs. Holcombe felt the proposed was the best option to have two doors. Mr. Foust asked if the halo lighting around the ATM would not be used and asked if there would be overhead lighting in the canopy. Mr. Wolenski said, "Yes."

Mr. Coulter said the next item is the elimination of the illuminated topper panel for the ATMs. Mr. Foust asked Mr. Wolenski if he agreed not to illuminate the topper panels and Mr. Wolenski said that was correct.

Mr. Coulter said the next item was the west side wall sign. Wall mounted letters were originally suggested rather than a backer box but the reason for not doing that was because the bank's safe was located behind the wall and it would be difficult to install the letters and get conduit to the sign. Mr. Wolenski said that was correct. Mr. Foust verified there was a sign panel there before, and this proposed was smaller.

Mr. Coulter said the next item was the freestanding sign, and it was his understanding Mr. Wolenski was proposing a slightly smaller sign than what is there now. Mr. Wolenski said that was correct. Mr. Coulter asked if the new sign would be the same height, or the same as the one that is there now. Mr. Wolenski said their sign vendor put together a rough schematic, but they are proposing the sign to be 12 ft. high which is not as tall as the current sign. Mr. Coulter asked Mr. Wolenski to describe how the letters would work. Mr. Wolenski explained what was proposed came from a standardized family of signs by the bank. He would request something that is not the bank's standard, would be an aluminum cabinet, routed letters, and acrylic push-through letters. Mr. Wolenski did not have a drawings, but could verbally agree to that.

Mr. Coulter read "the improvements to the building were appropriate, the use of the interior blinds rather than placing film on the windows provided a more typical look for the district." He then asked if anyone had an issue with the film that was proposed which would be a frosted look. Mr. Foust said as long as the film does not have a metallic look he would be okay with that.

Mr. Coulter said the next item for discussion was the 25 ft. light poles which were approved for the parking lot at the Shops of Worthington Place. Mr. Brown said City Council adopted the Wilson Bridge Road Corridor Plan and all of the zoning to be in place with the goal that as soon as things started to be redeveloped they would have to meet Code. Mrs. Bitar explained that would be 15 ft. maximum for pole lights. Mrs. Holcombe asked if the two new poles were only 15 ft., would that look odd since they would not match the rest of the existing light poles? Mr. Foust said City Council members worked very hard on a plan, and he felt they should stick with the recommendations made by City Council, and not give them something they will have to vote for a variance. He also suggested replacing all of the light poles on the bank's site with 15 foot light poles. Mr. Wolenski said they could probably come up with a design to add the 15 ft. light poles, but Bank of America is leasing the property, and he could not speak for the owner of the property who recently added the new 25 ft. light poles. Mr. Brown said the light poles could stay as they are now, just no new poles. Mrs. Bitar reiterated the light poles can remain as they are now, or all of the light poles can be changed to 15 ft. Mr. Wolenski said the other option is lights on the building, and Mrs. Bitar said that would not be acceptable for lighting the parking area. Mr. Wolenski said he would work with City staff to come up with a feasible light plan. Mr. Coulter explained they could remove the light poles from the application. Mr. Coulter suggested talking with the mall owner to come up with a lighting plan.

Mrs. Lloyd asked if there needed to be more discussion about using the existing monument structure and Mr. Coulter said he did not have a problem with the use of the existing structure. Mrs. Bitar explained the monument sign would be 3 feet shorter than the existing sign. Mr. Coulter said he did not have any problems concerning the proposed bollards. Mr. Brown asked the Board

members if they were okay with the logos on the ATM at the rear of the building. Mr. Foust asked if it was agreed the logos would not be illuminated and Mrs. Lloyd said that was correct.

Mr. Coulter asked if there was anyone present who wanted to speak for or against this application but no one came forward.

ARB Motion:

Mr. Foust moved:

THAT THE REQUEST BY BANK OF AMERICA, N.A. FOR A CERTIFICATE OF APPROPRIATENESS TO RENOVATE THE BUILDING AND SITE FOR USE AS AN UNMANNED ATM FACILITY AT 54 W. WILSON BRIDGE RD., AS PER CASE NO. AR 96-18, DRAWINGS NO. AR 96-18, DATED NOVEMBER 30, 2018, BE APPROVED BASED ON THE FINDINGS OF FACT AND CONCLUSIONS IN THE STAFF MEMO AND PRESENTED AT THE MEETING WITH THE FOLLOWING AMENDMENTS:

- **THAT THE FRONT ENTRY WILL HAVE NO ILLUMINATION AROUND THE ATM;**
- **THAT THE ATM TOPPERS WILL HAVE NO ILLUMINATION;**
- **THAT THE WINDOWS WILL HAVE INTERNAL FROSTING OF A NON-METALLIC AND NON-REFLECTING MATERIAL;**
- **ALL SIGNS ON THE SITE WILL HAVE OPAQUE BACKGROUNDS;**
- **REMOVE THE POLE LIGHT PORTION OF THE APPLICATION FOR FUTURE REVIEW.**

Mr. Reis seconded the motion. Mrs. Bitar called the roll. Mr. Coulter, aye; Mr. Reis, aye; Mrs. Holcombe, aye; Mr. Foust, aye; and Mrs. Lloyd, aye. The motion was approved.

Discussion:

Mrs. Bitar said staff felt traffic would not increase with this use, and parking would not matter.

Conditional Use Permit Motion:

Mr. Foust moved:

THAT THE REQUEST BY BANK OF AMERICA, N.A. FOR A CONDITIONAL USE PERMIT TO OPERATE THE BUILDING AND SITE FOR USE AS AN UNMANNED ATM FACILITY AT 54 W. WILSON BRIDGE RD., AS PER CASE NO. CU 16-18, DRAWINGS NO. CU 16-18, DATED NOVEMBER 30, 2018, BE APPROVED BASED ON THE PLANNING GOALS OF THE CITY, AS REFERENCED IN THE LAND USE PLANS AND THE FINDINGS OF FACT AND CONCLUSIONS IN THE STAFF MEMO AND PRESENTED AT THE MEETING.

Mr. Reis seconded the motion. Mrs. Bitar called the roll. Mr. Coulter, aye; Mr. Reis, aye; Mrs. Holcombe, aye; Mr. Foust, aye; and Mrs. Lloyd, aye. The motion was approved.

Discussion:

She said the amendments from the ARB application motion could carry over.

Amendment to Development Plan Motion:

Mr. Foust moved:

THAT THE REQUEST BY BANK OF AMERICA, N.A. TO AMEND THE DEVELOPMENT PLAN TO RENOVATE THE BUILDING AND SITE FOR USE AS AN UNMANNED ATM FACILITY AT 54 W. WILSON BRIDGE RD., AS PER CASE NO. ADP 08-18, DRAWINGS NO. ADP 08-18, DATED NOVEMBER 30, 2018, BE APPROVED BASED ON THE PLANNING GOALS OF THE CITY, AS REFERENCED IN THE LAND USE PLANS AND THE FINDINGS OF FACT AND CONCLUSIONS IN THE STAFF MEMO AND PRESENTED AND AMENDED AS FOLLOWS:

- **THAT THE FRONT ENTRY WILL HAVE NO ILLUMINATION AROUND THE ATM;**
- **THAT THE ATM TOPPERS WILL HAVE NO ILLUMINATION;**
- **THAT THE WINDOWS WILL HAVE INTERNAL FROSTING OF A NON-METALLIC AND NON-REFLECTING MATERIAL;**
- **ALL SIGNS ON THE SITE WILL HAVE OPAQUE BACKGROUNDS;**
- **REMOVE THE POLE LIGHT PORTION OF THE APPLICATION FOR FUTURE REVIEW.**

Mr. Reis seconded the motion. Mrs. Bitar called the roll. Mr. Coulter, aye; Mr. Reis, aye; Mrs. Holcombe, aye; Mr. Foust, aye; and Mrs. Lloyd, aye. The motion was approved.

F. Other

There was no other business to discuss.

G. Adjournment

Mr. Reis moved to adjourn the meeting, seconded by Mrs. Holcombe. All Board members voted, "Aye," and the meeting adjourned at 9:27 p.m.



DRAFT PORTION OF THE MINUTES OF THE REGULAR MEETING
WORTHINGTON ARCHITECTURAL REVIEW BOARD
WORTHINGTON MUNICIPAL PLANNING COMMISSION
January 24, 2019

The regular meeting of the Worthington Architectural Review Board and the Worthington Municipal Planning Commission was called to order at 7:00 p.m. with the following members present: Mikel Coulter, Chair; Thomas Reis, Vice-Chair; Kathy Holcombe, Secretary; Edwin Hofmann; David Foust; Amy Lloyd; and Richard Schuster. Also, present were: Scott Myers, Worthington City Council Representative to the Municipal Planning Commission; Lee Brown, Director of Planning & Building; and Laney Nofer, Planning & Building Assistant.

A. Call to Order – 7:00 p.m.

1. Roll Call
2. Pledge of Allegiance
3. Approval of the minutes of the January 10, 2019 meeting

Mr. Reis moved to approve the minutes and Mr. Hofmann seconded the motion. All members voted "Aye" and the minutes were approved.

4. Affirmation of witnesses

D. Municipal Planning Commission

1. Amendment to Development Plan

- a. Exterior Lighting – **54 W. Wilson Bridge Rd.** (Bank of America, N.A.) **ADP 01-19**
(Amendment to ADP 08-18)

Findings of Fact & Conclusions

Background & Request:

At the January 10, 2019 meeting, the ARB and MPC approved the Bank of America plans to modify the building and site to house freestanding and drive-thru ATMs. Lighting was excluded from that approval to allow the applicant to make modifications, which are presented with this application.

Project Details:

1. The proposed lighting is now as follows:
 - Five new 15' high light poles are proposed on the site. Two poles are proposed just off the edge of the pavement on each side. At the front of the property, the existing 25' high pole would be removed, and a new 15' pole is proposed in the same general location. The proposed fixtures would be Mirada Medium, which appear to be similar to the Viper fixtures used in the Shops at Worthington Place parking lot. The fixtures would have 12,000 lumens, and 4000K color temperature, and the poles and fixtures are proposed to be black to match the existing at the Shops.
 - The two existing 25' poles to the north, closest to the drive-thru canopy, are proposed to have the fixtures replaced to match those on the new poles.
 - Four new canopy light fixtures are proposed, also being 4000K LED, and producing up to 15.9 footcandles of light. New light fixtures to match are also proposed above the walk-up ATM.
 - Light levels would spill over the existing and proposed property lines, which would require a variance. Although the average illumination on the entire property is shown as 3.0 footcandles, the areas near the two ATMs are much higher.

Land Use Plans:

Architectural District and Development Plan Ordinances

Use of fairly small lighting fixtures, and as few as possible, is recommended. Fixtures should not be overly ornate. Simple and smaller usually is better. Avoid lighting fixtures mounted high above the ground. Avoid excessive brightness. Watch for excessive "spilling" of light onto adjacent properties and into nearby windows and storefronts, especially from parking lot lighting. Fixtures can include shades or screens to help with this.

Chapter 1181 - Wilson Bridge Corridor Districts

1181.05 Development Standards.

(d) Lighting. All exterior lighting shall be integrated with the building design and site and shall contribute to the night-time experience, including façade lighting, sign and display window illumination, landscape, parking lot, and streetscape lighting.

(1) The average illumination level shall not exceed 3 footcandles. The light level along a property line shall not exceed 0 footcandles.

(2) The height of parking lot lighting shall not exceed 15' above grade and shall direct light downward. Parking lot lighting shall be accomplished from poles within the lot, and not building-mounted lights.

(3) For pedestrian walkways, decorative low light level fixtures shall be used and the height of the fixture shall not exceed 12' above grade.

(4) Security lighting shall be full cut-off type fixtures, shielded and aimed so that illumination is directed to the designated areas with the lowest possible illumination level to effectively allow surveillance.

Recommendations:

Staff recommended approval of these applications, as the proposed lighting was typical of what the Board usually approved for banks with drive-thru canopies. A small amount of light spilling over commercial property lines onto adjacent drive and parking areas was acceptable.

Discussion:

Mr. Coulter asked if the applicant was present. Mr. Paul Wolenski, 55 E. Case Dr., Hudson, Ohio 44236. Mr. Wolenski addressed Mr. Brown's question regarding the light pole base and said they would be flush with ground level. Bollards with gray sleeves would also be installed. Mr. Coulter asked what color the light poles would be, and Mr. Wolenski replied the light poles would match what Mr. Carter had previously installed at the mall. Board members had no other questions or concerns. Mr. Coulter asked if there was anyone present who wanted to speak for or against this application, but no one came forward.

ARB Motion:

Mr. Reis moved:

THAT THE REQUEST BY BANK OF AMERICA, N.A. TO AMEND CERTIFICATE OF APPROPRIATENESS #96-18 BY ADDING LIGHTING FOR THE PROPOSED ATM FACILITY AT 54 W. WILSON BRIDGE RD., AS PER CASE NO. AR 06-19, DRAWINGS NO. AR 06-19, DATED JANUARY 11, 2019, BE APPROVED BASED ON THE FINDINGS OF FACT AND CONCLUSIONS IN THE STAFF MEMO AND PRESENTED AT THE MEETING WITH THE FOLLOWING AMENDMENTS:

- **THAT THE FIXTURES WILL MATCH THE EXISTING MALL FIXTURES;**
- **THAT THE LIGHT POLE BASES BE FLUSH WITH THE GROUND LEVEL;**
- **THAT THE BOLLARDS WILL MATCH THE COLOR OF THE POLES.**

Mrs. Lloyd seconded the motion. Mr. Brown called the roll. Mr. Coulter, aye; Mr. Reis, aye; Mrs. Holcombe, aye; Mr. Hofmann, aye; Mr. Foust, aye; Mrs. Lloyd, aye; and Mr. Schuster, aye. The motion was approved.

Mr. Brown said he wanted to go on record that the applicant will need a variance, and this will need to go on to City Council for final approval. The previously approved signage will also need a variance and final approval by City Council. They are tentatively on the City Council agenda for February 4, 2019.

Mr. Coulter asked if there was anyone present to speak for or against this application, but no one came forward.

Amendment to Development Plan Motion:

Mr. Reis moved:

THAT THE REQUEST BY BANK OF AMERICA, N.A. TO AMEND ADP 08-18 BY ADDING LIGHTING FOR THE PROPOSED ATM FACILITY AT 54 W. WILSON BRIDGE RD., AS PER CASE NO. ADP 01-19, DRAWINGS NO. ADP 01-19, DATED JANUARY 11, 2019, BE APPROVED BASED ON THE PLANNING GOALS OF THE CITY, AS REFERENCED IN THE LAND USE PLANS AND THE FINDINGS OF FACT AND CONCLUSIONS IN THE STAFF MEMO AND PRESENTED AT THE MEETING.

Mr. Foust seconded the motion. Mr. Brown called the roll. Mr. Coulter, aye; Mr. Reis, aye; Mrs. Holcombe, aye; Mr. Hofmann, aye; and Mr. Foust, aye. The motion was approved.

E. Other

Mr. Brown reminded the Board members about the upcoming Ground Hog Day Breakfast which will be held on Friday, February 1st, 2019. Mr. Brown explained those attending should arrive at 7:15 a.m.

F. Adjournment

Mrs. Holcombe moved to adjourn the meeting, seconded by Mr. Hofmann. All Board members voted, "Aye," and the meeting adjourned at 7:40 p.m.



STAFF MEMORANDUM
City Council Meeting – February 4, 2019

Date: January 30, 2019

To: Matthew H. Greeson

From: Lori Trego, Personnel Director

Subject: **Resolution No. 07-2019 - Amend the Traffic Signal Technician Job Description**

EXECUTIVE SUMMARY

This Resolution amends the job description and salary range for Traffic Signal Technician.

RECOMMENDATION

Introduce and Approve as Presented

BACKGROUND/DESCRIPTION

The City's long-time Traffic Signal Technician will retire at the end of February. In preparation for advertising this position, the job description has been updated into the City's current format and the duties and requirements have been revised to meet current standards. In reviewing salaries for similar positions in other area cities, staff determined that the current salary range was slightly high for the market. Staff recommends moving this position from Range 17 (\$58,886-\$74,214) to Range 16 (\$56,787-\$71,480).

FINANCIAL IMPLICATIONS/FUNDING SOURCES (if applicable)

Reduction in salary range from Range 17 to Range 16.

ATTACHMENTS

Resolution No. 07-2019
Attached Job Description

RESOLUTION NO. 07-2019

Amending the Job Description for the Position of
Traffic Signal Technician and Amending the Pay
Resolution to Accommodate Said Position.

WHEREAS, City Council wishes to amend the job description for the position of
Traffic Signal Technician; and,

WHEREAS, it is necessary to amend the job description for the position of Traffic
Signal Technician to properly reflect the duties of this position; and,

WHEREAS, City Council wishes to amend Resolution No. 64-2018 to adjust the
salary range of the Traffic Signal Technician position from Range 17 to Range 16;

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

SECTION 1. That the job description for the position of Traffic Signal Technician
(Class Specification No. 154) as per the description attached hereto be and the same is
hereby amended.

SECTION 2. That Resolution No. 64-2018 establishing compensation for
classified positions in the City be and the same is hereby amended to adjust the salary range
for the Traffic Signal Technician position from Range 17 to Range 16.

SECTION 3. 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

CITY OF WORTHINGTON

POSITION DESCRIPTION

POSITION TITLE:	TRAFFIC SIGNAL TECHNICIAN	CLASS: 154
Department:	Service and Engineering	
Date:	February 4, 2019	
Reports To:	Maintenance Superintendent	Updated:1993

General Statement of Duties

Under direction of the Maintenance Superintendent and/or their designee, the Traffic Signal Technician performs a variety of tasks involving extensive technical ability in the areas of traffic signals and appurtenances, street lighting, sign installation, maintenance and general electrical maintenance; performs testing, field and bench repairs, and maintains records and documents pertinent to traffic signal and street lighting operations; manages contractual equipment repairs as necessary; works with minimal supervision; has considerable personal contact with residents, peers, vendors and frequent interaction with the City's engineering staff; has input to and provides field supervision of CIP projects related to traffic signals and street lighting; assists as directed with other Departmental activities including but not limited to snow removal, community special events, and leaf collection.

Essential Functions of the Position:

Performs technical/skilled work in one or more of the following areas: traffic signal systems maintenance and repairs, street light systems maintenance and equipment repair, general computer hardware/software maintenance as well as general electronics maintenance and repairs and telemetry communications maintenance and repairs.

Operates a variety of motorized equipment such as a high lift/bucket truck and uses specialized hand tools and electronic testing equipment.

Prepares reports and maintenance records on traffic signal and street lighting systems and other as required.

Diagnose defects in the operation of traffic signal systems, street lighting systems and general electronics and make field and bench repairs of said systems.

Maintains a system and parts inventory and purchases parts as necessary.

Responsible for traffic signal operations budget management including inventory and purchasing.

Works on a twenty-four hour emergency call-out basis.

Collects, reports and disseminates traffic data as required and as directed by City Engineer or their designee.

Knowledge, Skills and Abilities:

Thorough knowledge of traffic signal systems and street light systems for maintenance and repair.

Thorough knowledge of Telemetry Communications Systems operations.

General knowledge of computer system operations and the maintenance and repair to them.

General knowledge of the maintenance and repair of the needed electronic systems.

Considerable knowledge of basic electricity.

Ability to communicate with other City staff and the general public in an effective and courteous manner.

General knowledge of street sign installation and maintenance.

Thorough knowledge of the Federal and Ohio Manual of Uniform Traffic Control Devices.

Ability to climb into, safely operate and work from aerial bucket.

Ability to lift and carry heavy objects up to fifty pounds.

Ability to work on any shift in any weather for emergency callouts or scheduled maintenance.

Thorough knowledge of occupational hazards and the required safety precautions.

General mechanical aptitude.

Minimum Requirements of the Position:

Graduation from a standard high school or its equivalent and demonstrated experience in municipal traffic signal maintenance and repair with certification as a Level I Traffic Signal Technician by the International Municipal Signal Association (IMSA). Must obtain Traffic Signal Field Technician Level II by IMSA within 12 months of employment.

Must obtain a valid Class A Ohio Commercial Driver's License with Tanker Endorsement within six months of employment.

Must be available 24/7 as necessary.

The characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This job description does not list all of the duties or functions of the job. The individual in this position may be asked by supervisors to perform other duties. The City has the right to revise this job description at any time.

Adopted by Resolution No. 07-2019; Effective _



STAFF MEMORANDUM
City Council Meeting – February 4, 2019

Date: January 31, 2019

To: Matthew H. Greeson, City Manager

From: Lori Trego, Personnel Director

Subject: **Policy Item – Non-Discrimination Draft Ordinance**

EXECUTIVE SUMMARY

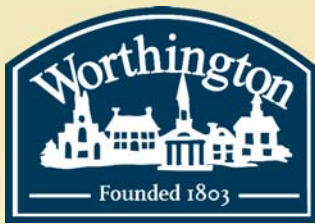
Community Relations Commission Chair Jack Miner and Vice-Chair Angela Mahaffey will be present to discuss the Commission's recommendation for a Non-Discrimination Ordinance, process for public input, and suggested timeline for implementation.

BACKGROUND/DESCRIPTION

The Community Relations Commission drafted a Non-Discrimination Ordinance last year which was distributed to City Council. Under Ohio law, there is no statewide protection for sexual orientation, gender identity or expression. Worthington's Codified Ordinances currently only reference race, color, religion or national origin. This proposed Ordinance clarifies that persons may not be treated differently because of a protected characteristic in Worthington. City staff shared the draft legislation and informational flyer with representatives of the business community and the CRC Chair and Vice Chair have had an initial meeting with the faith community. The Commission will work to gather additional public input during February, and would request that City Council then formally introduce the Ordinance on March 4, 2019

ATTACHMENTS

Non-Discrimination Informational Flyer
Draft Non-Discrimination Ordinance from the Community Relations Commission



Worthington

A community that values equality and non-discrimination

The Worthington community has a long tradition of inclusion and respect for people of diverse backgrounds, from the support of anti-slavery efforts and the Underground Railroad in the 19th century to civil rights and fair housing efforts in the 20th century. Few communities, whether large or small, can lay claim to organizations such as the Community Relations Commission, the Worthington International Friendship Association and Partners for Community and Character – all of which foster respect for others.

Worthington Community Relations Commission

There has been some type of human relations organization active in the City of Worthington since the 1960s. The current Community Relations Commission (CRC) was re-established by City Council in 1991. City Council appoints the nine members of the CRC and the Commission's duties are listed in the City Charter:

The Commission shall act in an advisory capacity to City Council and to the City Administrative Staff on community issues related to fair and equal treatment for all persons. The Commission shall promote educational and other programs and opportunities to foster understanding, positive relationships, and a strong sense of community among people of diverse educational, racial, ethnic, cultural and economic backgrounds.

Yearly activities include the Martin Luther King Celebration, Neighborhood Grant program and the Good Neighbor Award. The CRC also sponsors forums and educational programs on topics of community interest.

Summary of Proposed Ordinance

In an effort to promote tolerance, respect and inclusion, the Community Relations Commission has recommended an Ordinance for consideration by City Council which clarifies that persons may not be treated differently because of a protected characteristic in Worthington.

Under Ohio law, there are protections against discrimination based on race, color, religion, sex, military status, national origin, disability, age and ancestry. However, there is no statewide protection for sexual orientation, gender identity or expression. Worthington's Codified Ordinances currently only reference race, color, religion or national origin.

Who is covered?

The proposed ordinance provides protection from discrimination because of a person's race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status.





How are individuals protected?

The protections extend to housing, employment and public accommodations throughout Worthington. Essentially, persons may not be treated differently or denied services, credit, housing (sale, lease or rental), or employment (hiring, terms or conditions of employment) because of their protected characteristic.

Complaint procedure

People who believe they have been discriminated against because of a protected characteristic may file a charge with the Worthington City Clerk. Depending upon the specific nature of the allegations, the CRC will either proceed with an investigation or instruct the person filing the charge to re-file the charge with the Ohio Civil Rights Commission or Equal Employment Opportunity Commission. If the CRC retains the matter, voluntary mediation is available.

If mediation is not pursued or unsuccessful, the CRC or its designee will conduct an investigation and issue a determination. If discrimination is found, a cease and desist order and fine will be issued.

Next Steps

The Community Relations Commission will seek input from Worthington community members on this proposed Ordinance, and then will report the results of these conversations to City Council.

For More Information

Additional information is available online at worthington.org/crc

Questions or comments for the Community Relations Commission may be sent to staff liaison, Lori Trego:
Lori.Trego@worthington.org or by calling 614-854-7171



DRAFT – Passed Community Relations Commission

v. 073118

An Ordinance banning the discrimination in the City of Worthington, Ohio based upon race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status.

WHEREAS, it is the desire of the City Council of Worthington, Ohio to eliminate discrimination in Worthington, Ohio;

WHEREAS, the City of Worthington, Ohio does not currently have an ordinance prohibiting discrimination;

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

Section 1.

A new code section is hereby established and shall be known as "Chapter XXX", and shall appear as follows:

Chapter XXX – DISCRIMINATORY PRACTICES; CIVIL RIGHTS; DISCLOSURE

Sections:

XXX.01 – Definitions.

XXX.02 – Fair housing.

XXX.03 – Unlawful employment practices.

XXX.04 – Unlawful public accommodations.

XXX.05 – Complaint and enforcement procedure.

XXX.06 – Severability.

XXX.07 – Interfering with civil rights.

XXX.078 – Ethnic intimidation.

XXX.089 – Exclusions.

XXX.01 Definitions

1. As used in Chapter XXX of the Worthington City Codes:

(a) “Age” means at least forty (40) years old.

(b) “Disability” means a physical or mental impairment that substantially limits one (1) or more major life activities, including the functions of caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working; a record of a physical or mental impairment; or being regarded as having a physical or mental impairment.

(c) (1) “Physical or mental impairment” includes any of the following:

i. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one (1) or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine;

ii. Any mental or psychological disorder, including, but not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, sickle cell, human immunodeficiency virus infection, intellectual disabilities, emotional illness, drug addiction, and alcoholism.

(2) “Physical or mental impairment” does not include any of the following:

i. Pedophilia, exhibitionism, voyeurism, or other sexual behavior disorders;

ii. Compulsive gambling, kleptomania, or pyromania;

iii. Psychoactive substance use disorders resulting from current illegal use of controlled substance.

(d) “Discriminate and discrimination” includes segregated or separated or any difference in treatment based on race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status.

(e) “Employee” does not include any individual employed in the domestic service of any person.

(f) “Employer” means any person who employs four (4) or more persons, within the City of Worthington, including the City of Worthington, its departments, boards, commissions, and authorities.

(g) “Employment agency” means any persons regularly undertaking with or without compensation, to procure opportunities for employment or to procure, recruit, refer, or place employees.

(h) “Familial status” means either of the following:

- i. One (1) or more individuals who are under eighteen (18) years of age and who are domiciled with a parent or guardian having legal custody of the individual or domiciled, with the written permission of the parent or guardian having legal custody, with a designee of the parent or guardian;
 - ii. Any person who is pregnant or in the process of securing legal custody of any individual who is under eighteen (18) years of age.
 - iii. "Family" includes a single individual.
- (i) "Gender identity or expression" means having or being perceived as having gender-related identity, appearance, expression, or behavior, whether or not that identity, appearance, expression, or behavior is different from that traditionally associated with the person's assigned sex at birth.
- (j) "Housing accommodations" including any buildings or structure or portion thereof which is used or occupied or is intended, arranged, or designed to be used or occupied as a home residence or sleeping place of one (1) or more individuals, groups or families, whether or not living independently of each other; and any vacant land offered for sale or lease. It also includes any housing accommodations held or offered for sale or rent by a real estate broker, salesman, or agent, or by any other person pursuant to authorization of the owner, by the owner, or by such person's legal representative.
- (k) "Labor organization" includes any organization which exists for the purpose, in whole or in part, of collective bargaining or for other mutual aid or protection in relation to employment.
- (l) "Military status" means a person's status in "Service in the uniformed services" as defined in Section 5923.05 of the Ohio Revised Code.
- (m) "Person" includes one (1) or more individuals, partnerships, associations, organizations, corporations, legal representatives, trustees, and trustees in bankruptcy, receivers, and other organized groups of persons. It also includes, but is not limited to, any owner, lesser, assignor, builder, manager, broker, salesman, agent, employee, lending institution; and the City of Worthington and all political subdivisions, authorities, agencies, boards and commissions thereof.
- (n) "Place of public accommodation" means any inn, restaurant, eating house, barbershop, public conveyance by air, land or water, theater, store, or other place for the sale of merchandise, or any other place of public accommodation or amusement where the accommodation advantages, facilities, or privileges thereof are available to the public.
- (o) "Restrictive covenant" means any specification in a deed, land contract or lease limiting the use of any housing because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status or any limitation based upon affiliation with or approval by any person, directly or indirectly, employing race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status as a condition of affiliation or approval.
- (p) "Service in the uniformed services" means the performance of duty, on a voluntary or involuntary basis, in a uniformed service, under competent authority, and includes active duty, active duty for training, initial active duty for training, inactive duty for training, full-time national guard duty,

and performance of duty or training by a member of the Ohio organized militia pursuant to Chapter 5923 of the Ohio Revised Code. "Service in the uniformed services" includes also the period of time for which a person is absent from a position of public or private employment for the purpose of an examination to determine the fitness of the person to perform any duty described in this division.

(q) "Sex" means male or female. The terms "because of sex" and "on the basis of sex" include pregnancy, any illness arising out of and occurring during the course of a pregnancy, childbirth, or related medical conditions.

(r) "Sexual orientation" means a person's actual or perceived homosexuality, bisexuality; or heterosexuality.

(s) "Uniformed services" means the Armed Forces, the Ohio organized militia when engaged in active duty for training, inactive duty training, or full-time national guard duty, the commissioned corps of the public health service, and any other category of persons designated by the president of the United States in time of war or emergency.

(t) "Marital status" means a person's state of being single, married, separated, divorced, or widowed.

(u) "Genetic information" means the hereditary information about DNA sequence, genetic sequence, gene products, or inherited characteristics contained in chromosomal DNA or RNA that are derived from an individual or family member.

(v) "Unlawful discriminatory practice" means any act prohibited by Chapter XXX of the Worthington City Codes.

XXX.02 – Fair Housing

1. It shall be an unlawful discriminatory practice for any person to:

a. Refuse to sell, transfer, assign, rent, lease, sublease, finance or otherwise deny or withhold housing accommodations from any person because of the race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status of any prospective owner, occupant, or user of such housing accommodations;

b. Represent to any person that housing accommodations are not available for inspection when in fact they are so available;

c. Refuse to lend money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations or otherwise withhold financing of housing accommodations from any person because of the race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information or military status of any present or prospective owner, occupant, or user of such housing accommodations, provided such person, whether an individual, corporation, or association of any type, lends money as one of the principal aspects of their business or incidental to

their principal business and not only as a part of the purchase price of an owner occupied residence they are selling nor merely casually or occasionally to a relative or friend;

d. Discriminate against any person in the terms or conditions of selling, transferring, assigning, renting, leasing or, subleasing any housing accommodations or in furnishing facilities, services, or privileges in connection with the ownership, occupancy or use of any housing accommodations because of the race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status of any present or prospective owner, occupant, or user of such housing accommodations;

e. Discriminate against any person in the terms or conditions of any loan of money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of any housing accommodations because of the race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status of any present or prospective owner, occupant, or user of such housing accommodations;

f. Print, publish, or circulate any statement or advertisement relating to the sale, transfer, assignment, rental, lease, sublease, or acquisition of any housing accommodations or the loan of money, whether or not secured by mortgage or otherwise, for the acquisition, construction, rehabilitation, repair, or maintenance of housing accommodations which indicates any preference, limitation, specification, or discrimination based upon the race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status of any present or prospective owner, occupant, or user of such housing accommodations;

g. Make any inquiry, elicit any information, make or keep any record, or use any form of application containing questions or entries concerning the race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status in connection with the sale or lease of any housing accommodations or the loan of any money, whether or not secured by a mortgage or otherwise, for the acquisition, construction, rehabilitation, repair or maintenance of housing accommodations;

h. Include in any deed, land contract, or lease of accommodations any covenant, honor or exercise, or attempt to honor or exercise, any covenant, that would prohibit, restrict, or limit the sale, transfer, assignment, rental lease, sublease, or finance of housing accommodations to or for any person because of the race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status of any prospective owner, occupant, or user of such housing accommodations provided that prior inclusion of a restrictive covenant in the chain of title shall not be deemed a violation of this provision;

i. Induce or solicit, or attempt to induce or solicit, any housing accommodations listing, sale, or transaction by representing that a change has occurred or may occur in the block, neighborhood, or area in which the property is located, which change is related to the presence or anticipated presence of persons of any race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status.

J. Induce or solicit or attempt to induce or solicit, any housing accommodations listing, sale, or transaction by representing that the presence or anticipated presence of persons of any race, sex, sexual orientation, gender identity or expression, color, religion, national origin, ancestry, age, disability, marital status, familial status, genetic information, or military status in the area will or may have results such as the following:

- i. The lowering of property values;
- ii. An increase in criminal or antisocial behavior in the area; or
- iii. A decline in the quality of schools serving the area;
- iv. Discourage or attempt to discourage the purchase by prospective purchasers of any housing accommodations by representing that any block, neighborhood, or area has or might undergo a change with respect to the race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status of the residents;
- v. Deny any person access to or membership or participation in any multiple listing service, real estate, brokers' organization, or other service, organization, or facility relating to the business of selling or renting housing accommodations, or to discriminate against them in the terms of conditions of such access, membership, or participation, on account of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status.
- vi. Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of their having exercised or enjoyed, or on account of their having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this section;
- vii. Whether or not acting under color of law, by force or threat of force willfully injure, intimidate or interfere with, or attempt to injure, intimidate, or interfere with:
 - a. Any person because of their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status and because that person is or has been selling, purchasing, renting, financing, occupying or contracting or negotiating for the sale, purchase, rental, financing, or occupation of any dwelling, or applying for or participating in any service, organization, or facility relating to the business of selling or renting housing accommodations;
 - b. Any person because that person is or has been, or in order to intimidate such person or any other person or any class of persons from:
 - i. Participating, without discrimination on account of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status in any of the activities, services, organizations, or facilities described in division (J)(vii)(a) of this section.

- ii. Affording another person or class of persons opportunity or protection so to participate; or
 - c. Discouraging any person from lawfully aiding or encouraging other persons to participate, without discrimination on account of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status in any of the activities, services, organizations, or facilities described in division (J)(vii)(a) of this section, or participating lawfully in speech or peaceful assembly opposing any denial of the opportunity to so participate;
 - k. Refuse to sell, transfer, assign, rent or lease, sublease, finance or otherwise deny or withhold a burial lot from any person because of the race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status of any prospective owner or user of such lot; or
 - l. For any person to discriminate in any manner against any other person because that person has opposed any unlawful practice defined in Chapter XXX of the Worthington City Codes, or because that person has made a charge, testified, assisted, or participated in any manner, in any investigation, proceeding, or hearing under the provisions of Chapter XXX of the City of Worthington Codes.
2. Nothing in this section shall bar any religious or denominational institution or organization, or any nonprofit charitable or educational organization that is operated, supervised, or controlled by or in connection with a religious organization, from limiting the sale, rental, or occupancy of housing accommodations that it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference in the sale, rental, or occupancy of such housing accommodations to persons of the same religion, unless membership in the religion is restricted on account of race, color, or national origin.

XXX.03 - Unlawful employment practices.

(A) It shall be an unlawful discriminatory practice, except where based upon applicable national security regulations established by the United States:

- (1) For any employer, because of the race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status to refuse to hire that person or otherwise to discriminate against that person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment;
- (2) For any employer, employment agency, or labor organization to establish, announce or follow a policy of denying or limiting, the employment or membership opportunities of any person or group of persons because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status.

- (3) For any employer, labor organization, or joint labor-management committee controlling apprentice training programs to discriminate against any person because of that person's race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status in admission to employment in any program established to provide apprentice training;
- (4) For any employer, employment agency, or labor organization to publish or circulate, or to cause to be published or circulated, any notice or advertisement relating to employment or membership which indicates any preference, limitation, specifications or discrimination based upon race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status;
- (5) For any person seeking employment to publish or to cause to be published any advertisement which specifies or in any manner indicates that person's race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status of any prospective employer;
- (6) For any employment agency to refuse or fail to accept, register, classify properly, or refer for employment or otherwise to discriminate against any person because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status;
- (7) For any employer, employment agency, or labor organization to utilize in the recruitment or hiring of persons, any employment agency, placement service, labor organization, training school or center, or any other employee-referring source, known to discriminate against persons because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status;
- (8) For any labor organization to discriminate against any person or limit that person's employment opportunities, or otherwise adversely affect that person's status as an employee, or that person's wages, hours, or employment conditions, because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status;
- (9) For an employment agency, to comply with, accommodate, or otherwise assist with locating an employee related to, a request from an employer for referral of applicants for employment if the request indicates, directly or indirectly, that the employer fails, or may fail, to comply with Chapter XXX, of the Worthington City Codes;
- (10) For any labor organization to limit or classify its membership on the basis of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status;
- (11) For any employer, employment agency or labor organization to:
 - (a) Elicit or attempt to elicit any information concerning the race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status of an applicant for employment or membership;

(b) Use any form of application for employment or personnel or membership blank seeking to elicit information regarding race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status but an employer holding a contract containing a non-discrimination clause with the government of the United States or any department or agency thereof, may require an employee or applicant for employment to furnish documentary proof of United States citizenship and may retain such proof in the employer's personnel records and may use photographic or fingerprint identification for security purposes.

(12) For any employer, employment agency or labor organization to discriminate against any person because that person has opposed any practice forbidden by Chapter XXX, of the Worthington City Codes, or because that person has made a complaint or assisted in any manner in any investigation or proceeding under Chapter XXX, of the Worthington City Codes.

(13) For any person, whether or not an employer, employment agency or labor organization, to aid, incite, compel, coerce, or participate in the doing of any act declared to be unlawful discriminatory practice by Chapter XXX, of the Worthington City Codes, or to obstruct or prevent any person from enforcing or complying with the provisions of this chapter, or to attempt directly or indirectly to commit any act declared by this chapter, to be an unlawful discriminatory practice by Chapter XXX, of the Worthington City Codes, or to obstruct or prevent any person from enforcing or complying with the provisions of this chapter, or to attempt directly or indirectly to commit any act declared by this chapter, to be an unlawful discriminatory practice.

(B) This section does not apply to a religious corporation, association, educational institution, or society with respect to the employment of an individual of a particular religion to perform work connected with the carrying on by that religious corporation, association, educational institution, or society of its activities.

XXX.04 – Unlawful public accommodations.

It shall be an unlawful discriminatory practice:

(A) For any proprietor or his employee, keeper, or manager of a place of public accommodation to deny to any person except for reasons applicable alike to all persons regardless of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status the full enjoyment of the accommodations, advantages, facilities, or privileges thereof;

(B) For any proprietor or his employee, keeper, or manager of a place of public accommodation to publish, circulate, issue, display, post or mail, either directly or indirectly, any printed or written communication, notice or advertisement to the effect that any of the accommodations, advantages,

facilities, goods, products, services and privileges of any such place shall be refused, withheld or denied to any person on account of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information, or military status or that such person is unwelcome, objectionable, or not acceptable, desired or solicited; or

(C) For any person, whether or not included in divisions (A) and (B) in this section, to aid, incite, compel, coerce, or participate in the doing of any act declared to be an unlawful discriminatory practice under this section.

XXX.05 - Complaint and Enforcement Procedure

(A) Complaints

(1) Whenever it is charged in writing, by a person or aggrieved organization, hereinafter referenced to as “complainant”, that any person, employer, employment agency, and/or labor organization, hereinafter referred to as the “respondent”, has engaged in or is engaging in any unlawful discriminatory practices as defined in Chapter XXX of the Worthington City Codes, or upon its own initiative, in matters relating to such discriminatory practices, such charge shall be filed with the Worthington City Clerk within one hundred eighty (180) days after the alleged unlawful discriminatory practice is committed. The City of Worthington Law Director shall ensure a copy of the charge has been served on the respondent.

(2) If the charge of discrimination alleges a violation based on race, sex, color, religion, ancestry, national origin, age, disability, genetic information, and/or military status the Commission reserves the right to proceed with an investigation or instruct the complainant to file a charge of discrimination with the Ohio Civil Rights Commission (OCRC)/Equal Employment Opportunity Commission (EEOC). If the Commission defers the complainant to the OCRC/EEOC, the City of Worthington Law Director shall provide the complainant with information about this requirement and contact information for the OCRC/EEOC within ten (10) days from the date the charge was filed with the Worthington City Clerk. The initial filing of a charge of discrimination with the Worthington City Clerk will not extend the deadlines for filing a charge of discrimination with the OCRC/EEOC. In the event of a deferral, any complainant who timely filed a charge of discrimination under this Chapter may request the City of Worthington Law Director to review the final determination made by the OCRC/EEOC on charges of discrimination containing the same allegations as in the original charge filed under this Chapter. Such request for review must be made within thirty (30) days of the OCRC/EEOC’s final disposition of the charge. The Commission reserves the right to review the final determination made by the OCRC/EEOC on charges of discrimination on its own accord, and without request by the complainant. Such review will proceed in accordance with Sections XXX.05(A)(3)-(6).

If a request for review is made under this section, the City of Worthington Law Director shall have no authority to proceed under City law unless the City of Worthington Law Director finds that the decision of the OCRC/EEOC was arbitrary, capricious, or not in accordance with law. Upon such finding, the City of Worthington Law Director shall process the charge pursuant to Sections XXX.05(A)(3)-(7).

Charges of discrimination alleging a violation of this Chapter based on sexual orientation, gender identity or expression, marital status or familial status along with an allegation of race, sex, color, religion, ancestry, national origin, age and/or disability discrimination shall be subject to deferral to the OCRC as set forth in this section. If the OCRC/EEOC dismisses a charge of discrimination timely filed under this Chapter and based on sexual orientation, gender identity or expression, marital status, or familial status for lack of jurisdiction, the complainant may, within thirty (30) days of such dismissal request the charge to proceed under this Chapter. Upon request, the City of Worthington Law Director shall handle the case in accordance with Sections XXX.05(A)(3)-(6).

The City of Worthington Law Director shall have no authority to review any charge under this section if complainant has appealed the OCRC /EEOC decision to court or otherwise challenged the alleged unlawful discrimination in state or federal court.

(3) For cases processed by the City without intervention of the OCRC/EEOC, the City of Worthington Law Director shall notify the complainant and respondent of the option for voluntary mediation. If both parties agree to voluntary mediation, a mediator designated by the City of Worthington shall endeavor to eliminate such alleged unlawful discriminatory practices by methods of mediation.

(4) Preliminary Investigation: If methods of mediation fail to effect the elimination of such alleged unlawful discriminatory practice or the state or federal government has not exercised jurisdiction and/or provided mechanism for redress, the City of Worthington Law Director shall contract with outside council to conduct an investigation. If the City of Worthington Law Director determines after such investigation, that it is not probable that unlawful discriminatory practices have been or are being engaged in, he shall notify the complainant and respondent in writing that it has been so determined, and that no other action will be initiated under this chapter.

(5) Determination Hearing: If methods of mediation fail to effect the elimination of such alleged unlawful discriminatory practice, and if the City of Worthington Law Director determines after preliminary investigation that it is probable that unlawful discriminatory practices have been or are being engaged in, and it is determined by the City of Worthington Law Director that the state or federal government has not exercised jurisdiction and/or provided mechanism for redress, the City of Worthington Law Director shall serve upon the respondent and complainant a notice of a determination hearing before the City of Worthington Community Relations Commission (hereafter Commission) or their designated agent(s), notifying the respondent of a hearing at a time and place therein fixed to be

held not less than thirty (30) days after the service of such notice and stating the charges specified in the original charge upon which a probable cause determination has been made against the respondent. If circumstances warrant, the City of Worthington Law Director may serve such notice at any time during the complaint procedure. The City of Worthington Law Director will consider any reasonable requests for extension of the hearing date and reserves the right to continue the hearing, for good cause shown, for a period of up to thirty (30) additional days.

Any such charge may be amended by the City of Worthington Law Director or complainant at any time prior to or during the hearing based thereon. The respondent shall have the right to file an answer or to amend an answer to the original or amended charge, and to appear to such hearing in person, or by attorney, present evidence or otherwise to examine and cross-examine witnesses.

The complainant shall be a party to the proceeding, and any person who is an indispensable party to a complete determination or settlement of the question involved in the proceeding shall be joined. Any person who has or claims an interest in the subject of the hearing and in obtaining or presenting relief against the acts or practices complained of, may be, in the discretion of the Commission or their designated agent(s), permitted to appear for the presentation of oral or written argument.

In any proceeding, the Commission or their designated agent(s) shall not be bound by the rules of evidence prevailing in the courts of law or equity, but shall in ascertaining the practices followed by the respondent, take into account all reliable, probative, and substantial evidence, statistical, or otherwise, produced at the hearing, which may tend to prove the existence of an unlawful discriminatory practice or a predetermined pattern of unlawful discriminatory practices under Section XXX of the City of Worthington Codes provided that nothing contained in this section shall be construed to authorize or require any person to observe the proportion which persons of any race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status bear to the total population or in accordance with any criterion other than the individual qualifications of the applicant.

The testimony taken at the hearing shall be under oath and shall be reduced to writing and filed with the City of Worthington City Clerk.

The Commission is granted the authority to develop and implement rules and procedures to control the governance of the hearing. In conducting any hearing as provided herein, the Commission or their designated agent(s) may upon request of any party subpoena as witnesses any person believed to have knowledge of the facts relevant to such hearing, compel the production of books, papers, records

or other evidence relative to such hearing by the person having custody or control thereof and may administer oaths, take testimony and issue such rules as shall be necessary to effectuate an investigatory hearing under this section.

The Commission or their designated agent(s) shall issue a written decision concerning the charges in the complaint. The decision shall include findings of fact and conclusions of law. Any final decision by the Commission may be appealed to the Franklin County Court of Common Pleas to the extent authorized by applicable law.

(6) Appointment and authority of Designee.

The Commission may appoint a designee to preside over the determination hearing. Such designee is authorized to regulate all proceedings as if by the Commission and do everything necessary for the efficient performance of those responsibilities, including but not limited to, the following:

- (a) Issuing subpoenas for the attendance of witnesses and the production of evidence;
- (b) Putting witnesses under oath and examining them;
- (c) Calling the parties to the action and examining them under oath.

The Commission may limit a the designee's authority by specifying or limiting the designee's powers, including but not limited to, directing the designee to determine only particular issues, directing the designee to perform particular responsibilities, or directing the designee to receive and report evidence only.

Subject to the terms of the designee's retention, a designee may enter orders without Commission approval if necessary to regulate the proceedings and if not dispositive of a claim or defense of a party. Any order or decision issued by the designee shall be in writing, signed by the designee, filed with the Worthington City Clerk, and served by the Worthington City Clerk on all parties or their attorneys. The designee's decision must include specific findings of fact and conclusions of law.

Any party may file a motion with the Commission to set aside the designee's order or decision. The motion shall state the moving party's reasons with particularity and shall be filed not later than ten (10) days after the designee's order or decision is filed.

A designee's decision is not effective unless adopted by the Commission. Whether or not objections are timely filed, the Commission may adopt or reject the designee's decision in whole or in part, with or without modification. The Commission may hear a previously-referred matter, take additional evidence, or return a matter to the designee. If no timely objection to the designee's decision is filed, the Commission may adopt the designee's decision, unless it determines there is an error of law or other defect evident on the face of the designee's decision.

In ruling on objections, the Commission shall undertake an independent review as to the objected matters to ascertain that the designee has properly determined the factual issues and appropriately applied the law. Before so ruling, the Commission may hear additional evidence but may

refuse to do so unless the objecting party demonstrates that the party could not, with reasonable diligence, have produced that evidence for consideration by the designee.

(7) Notice of Violation and Order to Cease and Desist: If upon all the evidence presented, the Commission or their designated agent(s) determines that the respondent has engaged in, or is engaging in, any unlawful discriminatory practice under this chapter, whether against the complainant or others, the City of Worthington Law Director shall issue a notice of violation, and shall issue an order to respondent to cease and desist the unlawful discriminatory practice.

In addition to issuing a cease and desist order, the Commission or their designated agent(s) shall have the authority to issue the following remedies:

- i. Up to \$1,000 for a first offense in the five years following preceding the filing of the charge;
- ii. Up to \$2,500 for a second offense in the five years following preceding the charge.
- iii. Up to \$5,000 for a third or subsequent offense in the five years following preceding the charge.

The notice of violation, order to cease and desist of the Commission or their designated agent(s) and any other penalty shall be served on the respondent and complainant.

The Commission or their designated agent(s) is authorized to institute in the name of the City of Worthington any appropriate civil enforcement proceedings.

(C) Whoever fails to comply with a subpoena issued by the City of Worthington as provided in this section is guilty of a minor misdemeanor.

(D) Failure to Comply with Lawful Order: Any person who commits an unlawful discriminatory practice under any of the provisions of this chapter and fails to obey any order of the Commission or their designated agent(s) to cease and desist such unlawful discriminatory practice shall be guilty of failure to comply with an unlawful discriminatory practice order, a misdemeanor of the first degree.

XXX.06– Severability

Chapter XXX, of the Worthington City Codes, and each division of said section there under, are hereby declared to be independent divisions and sub-divisions and, notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any provisions of said divisions, or the applicant thereof to any person or circumstance is held to be invalid, shall not be affected thereby, and it is hereby declared that such divisions and sub-divisions would have been passed independently of such division or sub-division so known to be invalid.

XXX.07 – Interfering with civil rights.

(A) No public servant, under color of his office, employment, or authority, shall knowingly deprive, or attempt to deprive any person of a constitutional or statutory right or any other protections against discriminatory conduct created by an ordinance of the City of Worthington.

(B) Whoever violates this section is guilty of interfering with civil rights, a misdemeanor of the first degree.

XXX.08 - Ethnic Intimidation.

(A) No person shall violate Section XXX of the City of Worthington Codes, by reason of or where one of the motives is the victim's race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, marital status, familial status, genetic information or military status.

(B) In a prosecution under this section, the offenders' motive, reason or purpose may be shown by the offender's temporarily related conduct or statements before, during or after the offense, including ethnic, sexual orientation, gender identity or expression, religious or racial slurs, and by the totality of the facts, circumstances and conduct surrounding the offense.

(C) Whoever violates this section is guilty of ethnic intimidation. Ethnic intimidation is an offense of the next higher degree than the offense the commission of which is a necessary element of ethnic intimidation.

(D) This section does not apply if the facts alleged in the complaint would constitute a felony under Section 2927.12, Ohio Revised Code.

(E) The division of police shall keep and maintain records of reported violations of this section and reported incidents the motive of which is the victim's race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status.

XXX.089 – Exclusions

The application and enforcement of the protections created herein are limited solely to the terms of this chapter and such terms shall not create nor enhance protected class status for any other purpose including public and private affirmative action program eligibility. The term “affirmative action program” shall include any program administered by any private or public entity for the purpose of providing preferential treatment for those in a protected class.

Section 2.

That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

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